Vendetti Wellness Group

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**Collaborative Law Divorce**

Licensed Mental Health Professional

**Child Specialist Participation Agreement**

Welcome to the child specialist services of Vendetti Wellness Group. My name is Lisa Vendetti and I look forward to our work together. This document, the participation agreement, contains important information about my professional Collaborative child specialist services and business policies. This agreement constitutes a contract between us. By signing it, you have given me permission to serve on your Collaborative team and provide Collaborative child specialist services to your family. Please read this document carefully and raise any questions you may have before you sign it. As part of this process, you have been given information about my background, experience and qualifications.

**Collaborative Divorce**

Collaborative divorce is a process that helps separating clients resolve their disputes respectfully and fairly in a non-adversarial, private manner. By providing an atmosphere that ensures that both clients’ needs, concerns and feelings are expressed and understood in constructive ways, it supports clients cooperating to achieve agreements that honor their and their children’s long-term interests. It does this by using a team approach to resolve financial, parenting and other individualized issues of concern. The team not only includes the clients and their attorneys, but also frequently involves a neutral financial professional as well as a mental health professional, such as myself, who serve as a divorce coach or child specialist.

**Child Specialist**

The child specialist is a neutral advocate for the children, who voices their feelings, concerns, interests and developmental needs in the Collaborative process. This can be particularly helpful when the parents’ perspectives regarding the needs of their children are so divergent as to make coming to agreement on how to approach them difficult, or when their children have special needs. In such situations, having a more objective and clearer understanding of their children’s needs can enable the parents to find solutions for how best to approach them outside of their conflicts with each other. As a child specialist in your Collaborative divorce, I would be:

Providing a safe space in which your children can feel comfortable expressing their concerns about your divorce and their relationships with each of the parents

Offering short-term services focused on supporting your children with their adjustment to divorce and on preserving and/or improving their relationships with other family members

Identifying any special needs your children have for other services and help with appropriate referrals

Presenting a clear picture of your children’s experience of the divorce and their emotional, social, academic, and parenting needs to you and the collaborative team

Helping you—along with the other members of the collaborative team—craft a more balanced and flexible parenting plan that takes all the above into account

Facilitating the development of co-parenting skills which enables you and the other parent to cooperate in responding to the changing developmental and emotional needs of your children

**My Professional Commitment**

Either during the initial consultation or at the first five way Collaborative meeting, we will discuss how I conduct Collaborative child specialist services. If at any time during the Collaborative divorce process, you have any questions about the services being provided, please ask for clarification. Your initial impressions about the plan, suggested procedures and goals, and your feelings about whether you and your children are comfortable working with me, are all an important part of the process and are essential to a successful client-child specialist relationship. If at any time I think that you or your child may benefit from collateral work with other professionals, outside the Collaborative team, I will discuss this with you, and, if needed, will provide you with the names of appropriate professionals.

**Emergency Situations**

Although I check my email and voicemail often, I may not be available for immediate emergencies. If you require this type of professional support, please let me know and I will refer you to other mental health professionals who can offer you this service. If a situation should arise in which you believe you need immediate help, I suggest you call the respective primary care physician or the local emergency room. You can also call 911.

**Client Confidentiality and Client Safety**

Both clients agree to sign confidentiality waivers with the Collaborative child specialist to allow collaborative communication with all of the professionals on the Collaborative divorce team. The purpose of having signed waivers is to allow full communication among the Collaborative team so as to facilitate the team approach. \*This exchange of information among providers may occur in electronic form.

Should either client decide to withdraw from the Collaborative divorce process, all materials, including all content (both written and oral) of all Collaborative team meetings and communication with or between any member of the Collaborative team will remain confidential and may not be used in any court proceedings. The clients agree to not take the other to court, not to subpoena, not to dispose. All that goes on in session is confidential and will not be shared in court.

In my role as Collaborative child specialist, the confidentiality of communication between me and my clients is important, and in general, is protected by law. Subject to legal exceptions, information given in our meetings will not be shared with anyone without your written permission. The following outlines some of the circumstances when Massachusetts law allows or requires a psychotherapist to breach a client’s confidentiality.

In most legal proceedings, a client may assert the Provider-Client privilege to protect information about his or her consultation. However, certain court proceedings or other legal activity may limit a psychotherapist’s ability to maintain confidentiality. If you are involved in a legal proceeding, please speak with your attorney about the limits of confidentiality.

**There are some situations in which I am legally obligated to take action**

\*These situations are unusual in my practice. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure of information to what is necessary.

If I have reasonable cause to believe that a child has been subject to abuse, the law requires that I must report it to the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.

If I have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the client or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.

If a client communicates a threat, or if I believe the client presents a threat of imminent serious physical violence against a readily identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

If I believe the client presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions. These actions may include contacting the police or others who could assist in protecting the client or seeking hospitalization for the client.

The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. Be assured that confidentiality laws exist to protect your privacy. The exceptions listed are, indeed, exceptions to the more usual communications that take place in a psychotherapist-client relationship. It is important that you feel comfortable and safe in this environment and able to share whatever you need to in the service of our helping you. The protection of that environment is of paramount importance to me in our work together.

**Open Communication**

The Collaborative child specialist may communicate with the clients and the Collaborative professionals including, but not limited to, communicating with each client individually or together, a client with his or her Collaborative attorney present, each Collaborative attorney individually or together, any attorney consulted for an opinion during the Collaborative divorce process, and any other professionals retained by the clients who have signed a participation agreement in this matter.

The clients **hereby authorize and release** the Collaborative child specialist and the Collaborative attorneys to share any information, opinions and/or communications regarding this matter with any of the participants, specifically with each other, individually or collectively; with any attorneys consulted for an opinion during the Collaborative divorce process; with any other professionals who have signed a participation agreement in this matter; and /or with the clients, together or individually. The clients understand and agree that the Collaborative child specialist, at her discretion, may reveal to one client what has been communicated by the other. However, if you share information with the Collaborative child specialist which you specifically wish to keep confidential (i.e., not to share with the other client), please apprise your collaborative child specialist of that fact so that the issue can be discussed and an agreeable resolution reached. For example, if said information is not relevant to the Collaborative divorce process, it may be eligible to be kept confidential.

In order to more effectively provide service, it may be important for me to communicate with any previous or concurrently treating professionals. To this end I may ask you to sign a confidentiality waiver form allowing such communication. You are, of course, free to review such authorizations with your counsel prior to signing.

There will be times that the Collaborative child specialist will meet with the clients without the collaborative attorneys present. The Collaborative child specialist shall promptly update the attorney and other team members on any such meetings. The Collaborative child specialist may communicate such preliminary understandings in writing or orally, but will not draft any final agreements. The clients will not be asked to memorialize such understandings. The clients will not sign any binding agreement without both attorneys’ review.

**Professional Fees**

My Collaborative child specialist fee is $140 per hour. This fee is applied to the time spent on your behalf, weather it is with you individually or together, in a meeting with you and the Collaborative attorneys. Examples of other professional time for which you will be billed (prorated at the hourly fee) include telephone calls, document review and correspondence (including email). \*Travel time will be billed at half of the hourly fee\*

Payments are requested at the time of meeting. Cash, check (made out to Vendetti Wellness Group) or credit card are accepted forms of payment. Any other professional time spent on your behalf will be billed monthly, unless another arrangement is agreed upon in advance. Payment of such fees and expenses is due to the coach no later than 30 days following the date of such billing, unless otherwise agreed in writing.

The parents are equally responsible and liable for any Collaborative child specialist fees and expenses and it is understood that the child specialist shall be reimbursed for all expenses incurred as a part of the child specialist process.

**Cancellation Policy:** I ask for 48 business hour notice (9am-5pm Monday-Friday) (For a Monday appointment, I ask that I receive notice by Thursday at 5pm) to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. When an appointment is scheduled for two clients to meet with me together, and one client cancels with less than 48 hour notice, **that client** is the client who is asked to pay the fee for the missed session.

**Limitations**

While the Collaborative divorce process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, it offers a positive method toward a healthier and cooperative solution to marital dissolution. For clients with children, it assists them towards a positive and healthy co-parenting relationship.

**I have read the entire contents of this document, understand the content and agree to its terms**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Child Specialist Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_