

PARTICIPATION AGREEMENT

GOAL OF COLLABORATION IN DIVORCE

The goal of Collaborative Practice is to help the divorcing couple to work successfully within the Collaborative structure to achieve a positive resolution that minimizes the negative economic, social and emotional consequences the family often experiences in the traditional adversarial divorce process. Typically, three independent disciplines work together as a team to integrate the legal, emotional and financial aspects of divorce.

THE ROLE OF THE COLLABORATIVE FACILITATOR

A Collaborative Facilitator consults with the couple to

1. Identify and prioritize the concerns of each person;
2. Make effective use of conflict resolution skills;
3. Help develop effective co-parenting skills;
4. Work collaboratively with the couple and their attorneys and other involved professionals to enhance communication and reduce misunderstandings;
5. Direct their best efforts towards keeping the collaborative process moving toward resolution.

RESPONSIBILITY OF THE CLIENT

The divorcing client agrees to

1. Work for the best interest for the children and family members as a whole.
2. Maintain the confidentiality of all content (written or oral) of the meetings or information disclosures, and agree that under no circumstances will any of this content be used in any future adversarial process, whether legal or informal.
3. Not to call on **Ken** or his records for use in any future adversarial or court process, whether legal or informal.
4. Share all pertinent personal/family information important to the collaborative process with Ken Gilman, PhD.
5. Authorize **Ken** to freely, at his discretion, share information obtained in any format during the facilitation process with both divorcing parties, their attorneys, and any other collaborative professionals involved in this process.

CONFIDENTIALITY

1. Both divorcing parties agree to sign a confidentiality waiver with the facilitator to waive privilege with each member of your Collaborative Practice team. The specifics of this will be discussed before the confidentiality waiver is signed. The purpose of having a signed waiver is to be able to speak freely with the different professionals involved to facilitate a the most effective team service possible.
2. All materials without these specific waiver remain closed and confidential in accordance with New Mexico and U.S. Federal Laws. Privileges may be waived in the following situations:
 - a. If there is a reason to believe that you are in danger of hurting yourself.
 - b. If you express an intention to hurt someone else.
 - c. If there is reasonable suspicion that a child is being abused.
3. Should either party elect to move from the Collaborative Divorce process toward a court process, all materials including all content (both written and oral) of facilitation sessions remain confidential and may not be used in any court proceedings.

CHARGES AND FEES

Time spent toward Collaborative Divorce consulting activities will be charged at the rate of \$150 per hour. Activities requiring part of an hour will be prorated at this hourly rate. Fees may include meetings, telephone calls, written correspondence and document drafting. Travel time for out of office services is billed at 50% of the above rate. Consultation sessions are billed on a pay as you go basis, due at the time of each session.

An initial retainer of \$800 is expected to begin services. If at any time the amount available in the retained amount toward futures services fall below \$150, then **Ken** will notify the party, who agree to replenish the retainer up to a total of \$800 within 7 business days of notification. If a retainer is not replenished within 7 days, **Ken** reserves the right to suspend services or withdraw from serving as divorce facilitator. When services end, **Ken** agrees to reimburse the client for any retained monies not used within 30 days.

If at any time an account must be invoiced because it has been due for more than 30 days, there will be an added rebilling fee of \$10 or 1% of the balance due, whichever is greater.

If the client gives less than 24 business hours notice for canceling a scheduled appointment or contact, the service will be billed at the full fee for the time canceled.

MESSAGES

During weekday office hours, calls and email are monitored regularly. You are welcome to leave messages at anytime.

ELECTION TO TERMINATE

The divorcing clients and the collaborative facilitator all retain the right to withdraw from this contract if either of us feels we cannot abide by the principles of Collaborative Divorce. If either divorcing party elects to litigate, **Ken** will withdraw as facilitator. We agree to notify all other parties including the attorneys for each client with 14 days advance written notice. If your spouse declines to proceed in a Collaborative Practice divorce process prior to the commencement of the process, the retainer agreement will be null and void.

LIMITATIONS

While the Collaborative Practice process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, it does offer a positive method toward a cooperative solution. For couples with children, it assists in developing a positive co-parenting relationships.

I understand and agree to the terms of the foregoing statement of understanding and retainer agreement:

Signature:

Date

Signature:

Date

Printed Name

Printed Name