



Heather L. Clift, LPC  
Licensed Professional Counselor

4220 Cypress Park Drive  
Roanoke, Virginia 24018

Telephone: 540.772.1872  
Facsimile: 540.772.4830

**MENTAL HEALTH PROFESSIONAL COLLABORATIVE PARTICIPATION &  
RETAINER AGREEMENT**

This Mental Health Professional Collaborative Participation & Retainer Agreement (the Agreement) is made between \_\_\_\_\_ and \_\_\_\_\_ (the Client) and Heather Clift, LPC, the Mental Health Professional (the MHP) who shall render professional services to the Client as set out in this agreement. The Client has agreed to use the principles of the Collaborative Divorce Process to achieve a positive resolution that minimizes the negative economic, social and emotional consequences that a family often experiences in the traditional adversarial divorce process. The Client hereby agrees to engage this MHP as the Collaborative Divorces Coach or Child Specialist.

**1. Engagement of Mental Health Professional**

The MHP serving as the Client's Collaborative Divorce Coach will assist in identifying and prioritizing the goals/concerns of each person; help each person make effective use of conflict resolution skills; help the parents develop effective co-parenting skills; work collaboratively with the Client, the Collaborative Lawyers, Child Specialist (if another MHP is serving in this role), and Financial Specialist to enhance communication and reduce misunderstandings; and assist the team in keeping the Collaborative Divorce Process moving toward resolution. As indicated above, the MHP will work with the Client in the role of a Divorce Coach and will **not** provide psychotherapy services to the Client.

The MHP serving in the role of Child Specialist has primary responsibility for serving the children as the children's "voice" and advocate in the Collaborative Divorce Process. The Child Specialist will provide the child/children an opportunity to voice concerns regarding their parents' divorce; provide parents with information and guidance so that the parents can help their child/children through the divorce; and provide information to the parents and the Collaborative Divorce team that will be used in developing an effective co-parenting plan. The MHP will work with the children in the family in the role of Child Specialist and will **not** provide psychotherapy services to the child/children in the family.

## 2. Fees

The Client agrees to pay the MHP's rate of **\$150** per hour for professional services rendered to the Client. In the One Coach model, when the couple is seen together, each client will be responsible for payment based on a prorated fee of \$75.00 per hour per client (for a total of \$150.00 per hour). During the meetings with the child/children, each parent will pay \$75.00 per hour (for a total of \$150.00 per hour). All coaching sessions will be scheduled for two-hour blocks of time. These charges are due and payable by check, cash or credit card at the time services are rendered. Itemized billing statements will be provided if requested.

In addition, after the initial meeting a retainer of \$700.00 (\$350.00 per client/parent) is due and payable at the beginning of the next meeting. This retainer will be held throughout the Collaborative Divorce Process. Coach/child specialist participation in team meetings, phone conversations with other Collaborative professionals or with the Client, and preparation and review of minutes, summary reports and emails, and travel time will be billed at the prorated hourly rate with charges being applied to each Client's billing account with retainer being used to cover these expenses.

Extended phone conversations between coaching sessions (in excess of 10 minutes) will be billed to the Client in 15-minute increments in proportion to the \$150 hourly rate. (For example, a 15-minute phone call charge is \$37.50).

**Please note that coaching/child specialist services are not covered under health insurance policies so charges will not be reimbursed by your insurance.**

## 3. Messages

During weekday office hours (Monday-Thursday 8:00-4:30) your phone calls will be answered by my office manager. Messages can also be left in the confidential voicemail. Your phone calls will be returned within 24 hours.

## 4. Cancellations

A **24-hour** advance notice of cancellation is required for all scheduled individual appointments. When a **two hour coaching or child specialist** meeting is scheduled, a **48 hour** notice is required. Appointment times are exclusively reserved for Client and family members. Therefore, Client will be charged the **full fee for a late cancellation or missed appointment without appropriate advance notice.**

## 5. Election to Terminate

If either party involved elects to terminate from the Collaborative Divorce Process and litigate instead, the MHP shall provide no further services to either of the Clients or their

children. Information and records gained through the Collaborative Divorce Process will remain the property of the MHP and will be stored in a secure location at the address above consistent with Virginia statutes pertaining to maintenance of Health Records. All outstanding fees incurred will be due at the time of termination of the Collaborative Divorce Process. In addition, the Client agrees not to subpoena the MHP or case records in the event of litigation.

#### **6. Future Professional Services**

The Client may in the future engage the services of the MHP as a coach and/or child specialist to continue dealing with post divorce adjustment and any parenting consultations needed under the same terms and provisions set out in this Agreement.

In addition, if the Client presents a personal concern unrelated to the divorce process during or after the Collaborative Divorce Process, the MHP will carry out the terms of this Agreement by clarifying and adhering to the respective roles of Client and Collaborative Coach/Child Specialist, and will **not** provide counseling services. In appropriate circumstances, the Collaborative Coach/Child Specialist will make a referral to a licensed mental health professional for assessment and psychotherapy services.

#### **7. Confidentiality**

The Client understands that information shared with the MHP will **NOT** be kept confidential, but will be shared with other professionals on the Collaborative Divorce Team (including lawyers for each Client, the Child Specialist, the Coach for the other party and Financial Specialist). In addition, the MHP is a mandatory reporter under Virginia law and is mandated by law to report to the appropriate authorities any cases of suspected child/adult abuse or neglect.

#### **8. Communications**

The MHP may communicate with the Client and the Collaborative professionals including, but not limited to, communicating with the Client individually or in the presence of the other party or parties in the Collaborative Divorce Process, the Client with the client's Collaborative lawyer present, each Collaborative lawyer individually or together with the other Collaborative lawyer, any lawyers consulted for an opinion during the Collaborative Divorce Process, and any other party or parties or associated professionals, retained by the Client or by any party, who have signed a Collaborative Participation Agreement in this matter.

The Client understands and agrees that the MHP, at his/her discretion, may disclose to the other parties information communicated to the MHP that the MHP regards as necessary to be communicated to the other team members within the Collaborative Process. If the Client refuses to allow such information to be disclosed to the Collaborative Divorce Team then the MHP shall withdraw from the case without making such disclosure. The

MHP will advise the Client's Collaborative Lawyer promptly of the withdrawal.

The Client understands and agrees that there are times that the MHP and the other Collaborative professionals who have signed Collaborative Retainer Agreements adhering to the Client's Collaborative Participation Agreement in this matter may communicate "off the record". This means that they may communicate verbally without reporting such communications to the Client or may communicate by email or other written means without copying the Client. However, if the Client is copied, then all parties involved who have signed the Collaborative Participation Agreement may also be copied.

**9. Meetings without Collaborative Lawyers**

The MHP may meet with the Client without the Collaborative lawyer present. The MHP shall promptly update the Client's Collaborative lawyer on any such meetings and shall communicate any preliminary understandings reached in those meetings to the Client's Collaborative lawyer. The MHP may communicate such preliminary understandings in writing to the Client's Collaborative lawyer with a copy to the Client (via email or fax) or verbally, but the MHP shall not draft any agreements. The Client will not sign any binding agreement without both Collaborative lawyers' review first.

I/We have read the Mental Health Professional Collaborative Participation & Retainer Agreement and I/We agree with it.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Heather Clift, LPC

\_\_\_\_\_  
Date

