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**COLLABORATIVE DIVORCE**  
**ENGAGEMENT AGREEMENT**  
**DIVORCE COACH**

*This document contains important information about the professional services and business policies of Andrea Leiman, Ph.D. By signing this agreement you give permission to Dr. Leiman to provide Collaborative Divorce services to you. Please read this information carefully, and note any questions so they can be discussed.*

The Collaborative Divorce Process is based on the belief that families can get through divorce in a more productive, efficient and emotionally healthy way when the couple is able to learn how to interact and communicate with each other in a more respectful and open manner. Communication and self-management skills are taught to the couple by the Coach. The couple uses the new skills in their settlement discussions and in their post divorce relationship.

You and your attorney have agreed to enlist my participation on your Collaborative Team. As part of this process, you have been given information about my background, experience, and qualifications.

**THE ROLE OF COLLABORATIVE**  
**MENTAL HEALTH PROFESSIONAL**

You have retained me as your divorce coach in the collaborative process. As needed, in that role I will

- assist you to determine what is most important to you in the divorce process;
- assist you to create goals for what you want for you and your family;
- identify and prioritize your concerns;
- assist you in managing the emotions that are part of the divorce process and in reducing stress;
- assist you to strengthen your communication skills and to communicate your needs;
- make effective use of conflict resolution skills;
- collaboratively work with you, your spouse, and the other members of the collaborative team to improve communication, reduce misunderstandings, resolve problems, and facilitate the collaborative process;

- assist you in developing co-parenting skills;
- assist you in developing a parenting plan with your spouse; and
- facilitate process and communication at meetings with the goal of making each meeting as effective, productive, and efficient as possible.

The divorce coach does not provide therapy to you, your spouse, or your children. If you need assistance on issues that fall outside of the collaborative process or that require more support than I can provide, I will discuss this with you and, at your request, provide you with referrals.

As the divorce coach, I cannot serve in any other role with you or any member of your family either during or after the collaborative process.

### **THE COLLABORATIVE DIVORCE COACHING PROCESS: BENEFITS AND RISKS**

Collaborative Divorce Coaching involves a joint effort between client and coach. Progress and success in the Collaborative Divorce Process can depend upon many factors, including your motivation, effort, and other circumstances, such as interactions with family, friends and others.

You may experience uncomfortable and distressing feelings such as unhappiness, anger, guilt and frustration during the process. These can be a natural part of divorce. You will make important personal decisions in the Collaborative Divorce Process, and your final agreement will be shaped by both parties in a way that will be unique to your family's circumstances. This requires flexibility by both parties so that a fair and mutually equitable agreement can be achieved.

While a successful outcome cannot be guaranteed, your commitment to the process is essential for a positive and collaborative outcome.

### **CLIENT RESPONSIBILITY**

You agree to comply with the collaborative participation agreement that you and your spouse sign to start the process, including

- to communicate respectfully
- to provide full, honest, and voluntary disclosure of all information related to the collaborative matter, including information which either party might need to make an informed decision about each issue in dispute
- to commit to regular meetings with your coach and with other members of the collaborative team
- to complete homework assignments to obtain important information as requested
- to express your needs
- to be flexible and open in considering options for dispute resolution

- to take into account not only your needs, but also the needs of your spouse and other family members in considering resolution of issues

If at any time in the collaborative process you have questions, please ask for clarification. Your initial impressions about the collaborative divorce process, suggested procedures and goals, and your feelings about whether you are comfortable working with me are important to the process and to a successful party-coach relationship.

### **EMERGENCY SITUATIONS**

Although I check my voice mail often, I may not be available for immediate emergencies or for after-hour or weekend contact. If a situation should arise in which you believe that immediate help is needed and I am not available, I suggest you call your primary care physician or any hospital emergency room. You can also call 911.

### **CLIENT CONFIDENTIALITY AND CLIENT SAFETY**

The parties, the collaborative lawyers, and the Collaborative Divorce Coach agree that all notes, work papers, summaries, written or oral opinions, written or oral reports of the Divorce Coach (collectively referred to as the work product), if any, shall be confidential to the Coach and shall not be released to any person or entity outside of the collaborative process. This confidentiality does not prohibit the furnishing, upon request, of such work product to a **collaborative professional** involved, by your agreement, in this process.

Should any party or team member elect to terminate or withdraw from the Collaborative Divorce Process, all materials, including all content (both written and oral) of all Collaborative Team meetings and communication with/between any member of the Collaborative Divorce Team or the parties may not be used in any court proceedings nor can I be called as a witness.

While the role of coach is different from the role of psychotherapist, I am in practice as a licensed clinical psychologist. The confidentiality of communications between my clients and me as a Collaborative Divorce Coach is important and is protected by the laws and ethical standards governing the practice of psychology. With the following exceptions, information given in the Collaborative Process will not be shared with anyone outside of the Collaborative Team and the parties. Please note that these are standard HIPAA (federal privacy statute) exceptions to confidentiality, and not specific to the collaborative process:

Exceptions to client confidentiality:

- 1.) If a client communicates directly to me a threat of physical harm to an identifiable person, or damage to an identifiable person's property, I am required by law to warn the intended victim and notify the police.

- 2.) If I believe that a client is in a mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others to facilitate the client's safety.
- 3.) If I have a reasonable suspicion that a client may be unable to care for him/herself, or may be unable to provide for his/her basic personal needs for clothing and shelter, I may breach confidentiality to facilitate the client's safety.
- 4.) If, in my professional capacity, I have a reasonable suspicion of child abuse or neglect, or abuse of dependent, disabled or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.

At times it may be necessary for me to consult with other health professionals regarding your case. When I am out of the office (i.e., on vacation, out of town), another professional may be available to cover emergency calls from clients and that professional may be advised of clients' issues that could arise. In addition, I may occasionally find it helpful to consult with another professional about a client's case. In such a consultation, I make every effort to conceal the identities of the client (s). Other mental health professionals who cover emergencies or with whom I consult are also legally bound to maintain confidentiality.

### **OPEN COMMUNICATION**

The Divorce Coach may communicate with the parties and the collaborative professionals including, but not limited to, communicating with each party individually or together, a party with his or her collaborative lawyer present, each collaborative lawyer individually or together, any lawyer consulted for an opinion during the collaborative law process, and any other professionals retained by the parties who have signed a participation agreement in this matter.

The parties hereby authorize and release the Collaborative Divorce Coach and the collaborative lawyers 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 lawyers consulted for an opinion during the collaborative law process; with any other professionals who have signed a participation agreement in this matter; and /or with the parties, together or individually. The parties understand and agree that the Collaborative Divorce Coach, at her discretion, may reveal to one party what has been communicated by the other. If you specifically instruct me not to reveal something you want held in confidence, we will need to discuss an agreeable resolution of your request. If I determine that the information is important to the process, that is, that your spouse might need this information to make an informed decision about an issue in dispute, I will advise you that you need to disclose the information or I will withdraw and the collaborative process may terminate as a result. If said information is not germane 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. By signing this document you are agreeing to promptly provide me with all necessary and reasonable information I may request, and to sign all authorizations I may deem necessary toward that end. You are, of course, free to review such authorizations with your counsel prior to signing.

### **MEETINGS WITHOUT COLLABORATIVE LAWYERS**

It is contemplated that the Collaborative Divorce Coach may meet with the parties without the collaborative lawyers present. The Coach shall promptly update the lawyers on any such meetings, and shall communicate any preliminary understandings reached in those meetings to the collaborative lawyers. The Coach may communicate such preliminary understandings in writing to the lawyers with a copy to the parties (email suffices) or verbally, but shall not draft any agreements. The Coach will be paid for the time it takes to prepare such correspondences and engage in such communications. The parties will not be asked to memorialize such understandings. The parties will not sign any binding agreement without both lawyers' review.

### **FEES**

My standard Collaborative Divorce Coaching fee is \$250 per 60-minute session. My fee for attending meetings with attorneys present (5-ways or 6-ways) is \$250 an hour. The client will be billed for any additional time demands (travel; document review; telephone consultations, email communications, etc.) at the rate of \$65 per 15 minute period. My fee for case management, which includes email review, email preparation, report writing, document review, phone calls with attorneys, other therapists, teachers, or with clients themselves is \$65 per 15 minute period, or \$250 per hour.

I ask that clients pay a \$2,000 retainer to cover the initial meetings and case management. This retainer is at the initial meeting I have with clients unless we agree in advance to a different payment arrangement. As the retainer is depleted, clients and I will discuss whether to proceed with another advance payment for services or switch to a "pay as you go" policy. I accept cash or checks, but not credit cards.

**Cancellation Policy:** It is necessary to provide 48 hours notice to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. To cancel a Monday appointment with 48 hours notice, you need to call by the preceding Thursday at 5PM. When an appointment is scheduled for two parties to meet with me together, and one party cancels with less than 48 hours notice, **that party** is the client who is asked to pay the fee for the missed session.

### **ELECTION TO TERMINATE**

If either party decides that the Collaborative Divorce Process is no longer viable and elects to terminate the status of the case as a Collaborative Law matter, he/she agrees to, in writing, immediately inform the other party, their respective coaches, and attorneys. Please refer to your collaborative participation agreement.

The Collaborative Divorce Team also reserves the right to withdraw from the case if either or both parties engage in conduct that is contrary to the Collaborative Divorce Process.

In the event of termination, all incurred fees are immediately due and payable.

In the event of termination, appropriate referrals will be offered to facilitate the client's transition out of the Collaborative Divorce Process.

### **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 more healthy and cooperative solution to marital dissolution. For couples with children, it assists them towards a positive and healthy co-parenting relationship.

**I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT, AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Name (Printed)\_\_\_\_\_

Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ Cell Phone:\_\_\_\_\_

E-Mail:\_\_\_\_\_ Work Phone:\_\_\_\_\_