Kristin Little MS, MA, LMHC

kristinlittlecounseling@gmail.com .206. 295.8673

AGREEMENT FOR COLLABORATIVE CHILD SPECIALIST/COACHING SERVICES

This Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Kristin Little, MS MA LMHC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 outlines the agreement for providing child specialist/coaching services to support your collaborative law dissolution. Because you decided to use the collaborative process for your dissolution, Kristin Little MS MA LMHC agrees to provide you specific assistance to support that effort. Before you sign this Agreement, please make sure you agree with all of its stipulations. You may hold off signing until you review this document with an attorney.

Kristin Little MS MA LMHC will provide child specialist/coaching services for your collaborative law case. You are making a commitment to resolve disputes without resorting to litigation. The collaborative process entails a commitment to adhere to principles such as honesty, open communication, and mutual respect.

In consideration of the mutual promises contained in this document, you and Kristin Little MS MA LMHC agree that this Agreement is made subject to the following terms and conditions:

Kristin Little MS MA LMHC agrees to work as a member of a collaborative team to support you and your children with a focus on child development and consultation, co-parenting coaching and assisting both parents in exploring strengths and challenges in creating the parenting plan throughout the dissolution process. Specifically, Kristin Little MS MA LMHC agrees to help you:

1. Identify and prioritize your concerns for your children regarding your divorce
2. Provide you, as parents, with information and guidance to help your children through this process
3. Bring focus to the developmental needs and well being of your children
4. Give information to you and the collaborative team to help you in developing an effective co-parenting plan for your children
5. Utilize effective and respectful negotiation processes;
6. Teach and reinforce constructive communication skills.
7. Sustain a collaborative environment.

You understand and agree to:

1. Be respectful and courteous to all parties and professionals involved;
2. Candidly communicate your ideas, thinking and concerns;
3. Demonstrate you are open to new ideas and approaches to problem solving, which are beyond your own experience;
4. Be forthcoming with information needed by the parties and professionals;
5. Allow others to speak without interrupting them;
6. Encourage and support efforts to collaborate with others;
7. Focus on the best interests of the children; and
8. Work as a team member to help reach a consensus on the content of the dissolution documents and forms.

Further, you agree to:

1. Suspend court involvement in any aspect of your dissolution, while the collaborative efforts are underway, and
2. Hire, support and provide information to professionals as may be required; for example, family law attorneys, certified public accountants, specialists in psychology of children, and others needed to reach resolution to questions and concerns.

Kristin Little MS MA LMHC will perform the duties of Collaborative Law child specialist/coach, not interpret laws. You understand that a child specialist/coach will act as an impartial facilitator without favor to either party. Kristin Little MS MA LMHC cannot assess what would happen if you were to withdraw from collaborative processes and then present your concerns to a court.

**You acknowledge and understand that the normal privacy and confidentiality practices applied by mental health counselors and similar professionals and their clients do not apply here. Kristin Little MS MA LMHC will share with other individuals involved in the collaborative process your ideas, analyses, proposals, and other statements you make to her. You do not expect her to withhold information from the collaborative team. To the extent allowed by law, Kristin Little MS MA LMHC agrees to hold confidential what is heard and seen throughout the collaborative process and prevent release to individuals not involved in the collaborative process.**

**You agree to hold Kristin Little MS MA LMHC harmless from any difficulties that might arise from the collaborative process or any resulting agreement.**

You acknowledge that any and all confidentiality agreements between you and Kristin Little MS MA LMHC, perceived or otherwise, will be breached if it is believed:

1. There is a threat of physical harm to an identifiable person;
2. A person poses a danger to him/herself and/or others; or
3. There is reasonable suspicion of or actual knowledge of child abuse or neglect, abuse of a dependent or abuse of an elder adult.

Additionally, a copy of this document will be given to each member of the collaborative team. I am not responsible for distribution of any of these documents outside the collaborative team.

**No Guarantees:**

Success in building a collaborative environment is dependent on many factors. Some of those factors are: Issues that are identified, the motivation of the parties to succeed, the efforts made by the parties to fulfill their responsibilities, and the parties’ commitment to collaborative processes. Kristin Little MS MA LMHC cannot provide guarantees of outcome or speed of process.

**Appointments:**

Appointments can be made by calling Kristin Little at The Evergreen Clinic at 425.825.9644 (for new clients) and 425.825.9644 (for current clients).

**Fee**

You agreed to pay my usual fee of $180 per hour. Time will be billed in minimum increments of 0.2 hours (12 minutes). Payment is due at the time of service. My services will stop anytime your account is not kept current.

If you object to any charge, you will notify Kristen Little MS MA LMHC immediately by telephone. Past due accounts will be charged an interest rate of 10% per annum and there will be a $30 fee for any returned check.

This fee will apply to all efforts supporting you, including, but not limited to: time in team meetings, in one-on-one meetings with you or with supporting professionals, traveling to and from meetings, writing documents, completing forms, writing and responding to e-mail, and responding to telephone calls.

There will be no charge for a telephone conversation of just a few minutes. If you contact Kristen Little MS MA LMHC relative to an issue that you do not believe that should be charged for, whether on the telephone or in person or by e-mail, you will say so early-on in our conversation. You agree to pay for one hour of time for any missed appointment that you did not cancel at least 24 hours in advance.

**Client Files:**

Files related to the services provided in this effort are available for up to four years after the final dissolution papers are entered or the last date that Kristin Little MS MA LMHC participated in the collaborative process, whichever is later.

**Limitations of Subpoena Power and Errors and Omissions Liability:**

You agree to not subpoena Kristin Little MS MA LMHC or the Evergreen Clinic PLLC to testify or provide information in any action or proceeding arising out of or connected in any way with this collaborative process or any dissolution-related court action. You will not hold Kristin Little MS MA LMHC or the Evergreen Clinic PLLC liable for any error or omission in connection with this collaborative process or associated documents.

**Communication Tools:**

Communication not conducted in person will be by voicemail, e-mail, postal service mail, fax, text message and telephone. Kristin Little MS MA LMHC and The Evergreen Clinic PLLC cannot guarantee the security of such means of communication.

**Ethical Standards:**

At a minimum, the ethical standards developed by the International Association of Collaborative Professionals, [www.collaborativepractice.com](http://www.collaborativepractice.com) will be adhered to during this process.

**Agreement Termination:**

You understand that collaborative process is a voluntary process; you may stop the process at any time. Unless otherwise agreed upon by all parties this Agreement ends not later than the signing of dissolution papers. If you withdraw from the collaborative effort and/or begin or continue with any court action or any reason, services will end within a reasonable time. You may terminate services at any time for any reason. If Kristin Little MS MA LMHC provides you with two days prior notice, she may withdraw from this process for any reason. In such an instance, Kristin Little MS MA LMHC would notify you in writing and provide you with potential options for replacement. Regardless of the above stipulations, this contract will continue to be valid until all fees are paid.

**Entire Agreement and Governing Law:**

This contract represents the entire agreement and there are no other provisions, oral or written, that exist between you and Kristin Little MS MA LMHC that modify or supplement this Agreement. The terms of this Agreement may only be modified by a dated, written agreement signed by the same parties that signed this Agreement. The laws of the State of Washington shall govern the provisions of this instrument. Should any clause of this Agreement prove to be invalid or void, it shall not affect the whole Agreement, but only that portion found to be invalid or void.

You will be provided a signed copy of this document and Kristin Little MS MA LMHC will scan the original for storage in an electronic format and shred the original.

**Signed:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kristin Little MS MA LMHC Date

I have read the above Agreement Consisting of 5 pages, and I agree to it in full. I have been given an opportunity to review this document with an attorney before signing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name, Wife

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name, Husband