

**Roberta L. Marowitz, Ed.D.**  
**Counseling & Relationship Institute**

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Nationally Certified Counselor  
Certified Clinical Mental Health Counselor  
Licensed Marriage & Family Therapist

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**NEUTRAL MENTAL HEALTH PROFESSIONAL**  
**PARTICIPATION AGREEMENT**

\_\_\_\_\_ and \_\_\_\_\_ (“the Clients”) have chosen to use the collaborative law process to resolve their family differences \_\_\_\_\_.  
\_\_\_\_\_'s collaborative lawyer is \_\_\_\_\_, Esquire and \_\_\_\_\_'s collaborative lawyer is \_\_\_\_\_, Esquire. The Client's and their respective collaborative lawyers plan to use the Collaborative Team Model. The Client's have agreed to engage Roberta L. Marowitz, Licensed Marriage & Family Therapist, (the MHP), to assist them with the collaborative family law matter. The MHP, the collaborative lawyers and any other professional engaged in the process are collectively referred to herein as the “Collaborative Team.”

The Clients also agree to the following:

- to provide a full and candid exchange of information between them and their lawyers as necessary to make a proper evaluation of the case;
- to suspend court intervention while the Clients are using collaborative law procedures;
- to hire experts and other collaborative professionals, as jointly agreed, to assist in the collaborative law process
- to the withdrawal of all members of the Collaborative Law Team if the collaborative law procedure does not result in a settlement of the matter.

**1. Engagement of the Neutral Mental Health Professional:**

The goal of the Neutral Mental Health Professional is to help Clients work successfully within Collaborative Law to achieve a positive resolution that minimizes the negative economic, social and emotional consequences the family often experiences in the traditional adversarial divorce process.

The MHP agrees that she will act as a neutral mental health professional and will not align with either client or any attorney in this collaborative matter. Any work product, as defined in Section 8, prepared by the MHP and provided to one client and his/her lawyer, shall be provided to the other client and her/his lawyer.

Working as a Collaborative Team member, the MHP's objective is to facilitate communication and problem-solving among the Clients and the Collaborative Team members. Specifically, the MHP's duties may involve:

1. Assisting the Clients to achieve outcomes that reflect their goals and interests [and address the best interests of their children]
2. Improving the Clients' negotiation and problem solving skills
3. Increasing effective communication among family members
4. Enhancing the Collaborative Team's effectiveness
5. Assisting the Clients in recognizing their respective parenting strengths and weaknesses to enhance their future co-parenting relationship
6. Assisting the Clients to develop a workable parenting plan that helps meet the child(ren)'s developmental needs;

## **2. Fees:**

The Clients agree to pay the MHP an initial retainer of \$3000.00. The MHP's hourly rate is \$275.00. Any additional fees shall be discussed at a joint meeting and the parties shall mutually agree as to the source of the payment.

## **3. Testimony and Future Consulting:**

The Clients and the MHP agree that if the collaborative matter terminates and the case is litigated, the MHP may not be called as a witness by either Client in any future litigation between the Clients, unless both Clients and the MHP agree otherwise in writing. The Clients and the MHP further agree that, if the collaborative matter terminates, the MHP may not be further consulted by either Client, unless the Clients reinstitute the collaborative process. If there is a conflict between the lawyers' collaborative law participation agreement and this Agreement, this Agreement shall control with respect to the terms of this Section.

## **4. Cooperation Regarding Providing Information:**

Each client promptly agrees to provide the MHP all necessary and reasonable information requested by the MHP. Each client agrees to sign all authorizations requested by the MHP after review by her/his respective collaborative lawyer.

## **5. Future professional services.**

The Clients and the MHP further agree that after the entry of the final orders by the Court, the Clients may jointly engage the collaborative services of the MHP with the

consent of the MHP. If the collaborative matter is terminated, the MHP shall provide no further professional services to either Client, unless the Clients reinstitute a collaborative process.

## **6. Confidentiality:**

In accordance with the Florida and U.S. Federal laws, the Clients agree to maintain the confidentiality of all oral and written communications relating to the subject matter of the case made by the Clients or the Collaborative Team, whether or not formal judicial proceedings are ever instituted, and whether made before or after the institution of formal judicial proceedings. The Clients agree that all oral communication and written material in the collaborative law process will only be admissible or discoverable if it is admissible or discoverable independent of the collaborative law process. This paragraph does not apply to reports of abuse or neglect required by law, agreed formal discovery, sworn documents prepared in this manner, a fully executed collaborative law settlement agreement or evidence of fraud. A Client and his or her collaborative lawyer are free to disclose all information, including information opinions obtained from or provided by the MHP, to a lawyer hired to render a second opinion for that Client in the collaborative law process or to the Client's successor collaborative lawyer. In the event the collaborative law process is terminated, a Client and his or her collaborative lawyer are free to disclose all information to that Client's litigation lawyer. However, the MHP is not authorized to communicate with either Client's successor litigation counsel other than to deliver to successor counsel written work product, if any, unless requested by both Clients and/or their respective litigation counsel. The MHP simultaneously communicates with both Clients' respective successor litigation counselor.

This provision does not prohibit disclosure by a member of the Collaborative Team of case information for educational purposes without disclosing the identities of the Clients, nor does it prohibit participation by the Clients or the MHP in educational forums or media interviews to discuss the collaborative law process.

## **7. Work product of the Mental Health Professional**

The Clients, the collaborative lawyers and the MHP agree that all notes, work papers, summaries, written or oral opinions, written or oral reports of the MHP (collectively referred to as work produce), if any, shall be confidential and shall not be released to any person or entity outside of the collaborative process (other than successor litigation counsel) without the express written permission of both Clients and the MHP. This confidentiality does not prohibit the furnishing, upon request, of such work product to any member of the Collaborative Team or to any successor collaborative counsel and to any lawyer who renders an opinion for either party.

If the collaborative matter is terminated, a Client and his/her collaborative lawyer are authorized to disclose all MHP work product to the Client's successor litigation counsel.

The MHP is authorized to disclose work products so long as it is disclosed simultaneously to both Clients' respective successor litigation counsel.

The parties release their respective collaborative lawyers and the MHP to make such disclosures. However, such work product shall not be admissible into evidence in any legal matter between the Clients, including any hearing or trial, unless the Clients and MHP agree in writing otherwise.

#### **8. Open Communication:**

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

The Clients hereby release the MHP 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 collaborative 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 MHP, at his/her discretion, may reveal to one client any information that has been communicated by the other.

#### **9. Written team communications:**

In order to facilitate the process, there are times that the Collaborative Team may engage in written internal communications intended only for the Collaborative Team. A written communication designated as a "team communication" will not be communicated to the Clients.

#### **10. Meetings without Collaborative lawyers:**

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
**Name**  
CLIENT

\_\_\_\_\_  
**Name**  
CLIENT

Dated \_\_\_\_\_

\_\_\_\_\_  
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