

**MASSACHUSETTS COLLABORATIVE LAW COUNCIL
MEMBERSHIP STANDARDS FOR COLLABORATIVE PRACTITIONERS**

I. MEMBERSHIP STANDARDS FOR COLLABORATIVE FINANCIAL PRACTITIONERS

The following represent standards for membership for Financial Practitioners within the Massachusetts Collaborative Law Council, in order to practice as a Financial Neutral in the collaborative process:

1. PROFESSIONAL QUALIFICATIONS

a. In order to be able to assist clients with the wide range of financial implications of divorce, the financial professional must have a good understanding of the financial planning process, as well as the implications associated with various financial decisions involved in the divorce process. The practitioner must therefore hold one of the three following designations and be currently licensed in good standing:

- Certified Public Accountant (CPA)
- Certified Financial Planner (CFP)
- Chartered Financial Consultant (ChFC)

For practice as a family law Financial Neutral, the practitioner must also demonstrate competence in addressing financial issues specific to couples in divorce through the acquisition of training such as can be obtained through the Certified Divorce Financial Analyst (CDFA) program or through the Certified Financial Divorce Practitioner (CFDP) program and

b. Have professional liability insurance and

c. Be current in the payment of Council membership dues.

2. INTERDISCIPLINARY TRAINING

Collaborative Training - In order to understand the interaction with other collaborative Practitioners, as well as the practitioner's role within the collaborative practice, the financial professional must have received at least 12 hours of basic collaborative training that meets IACP Minimum Standards for Training..

Additional Training – It is strongly recommended that the collaborative practitioner receive more in-depth/advanced training in conflict resolution such as:

- a basic 30 hour course in facilitative conflict resolution, such as mediation training
- Advanced mediation training
- Advanced Collaborative training (annual participation in at least six hours of advanced collaborative training as approved or sanctioned by the IACP *e.g.*, workshop sessions at IACP annual Forums,, as well as continuing education as required by their particular licensing board.)
- Communication skills training

3. FEE STRUCTURE

The financial professional must structure fees to reflect the neutrality of their collaborative process position. Fees structures based upon time and complexity of services on an hourly basis are acceptable (including an initial retainer arrangement with billing charged against it).

Fee structures based upon percentage of assets under management, one flat fee, providing free services in exchange for future asset management, or any commission-type arrangement or product sales are unacceptable.

4. PLEDGE OF NEUTRALITY THROUGH DISQUALIFICATION FOR FUTURE CLIENT ENGAGEMENTS AND PROHIBITION AGAINST DUAL ROLES

The financial professional must incorporate into his/her Collaborative Participation Agreement a provision disqualifying him/herself from future work with the client, once the collaborative process has ended. A Collaborative practitioner who serves on a Collaborative case in a neutral role shall adhere to that role, and shall not engage in any continuing client relationship that would compromise the Collaborative practitioner's neutrality. Working with either client separately after the Collaborative process has ended is inconsistent with that neutral role; specifically, a Collaborative practitioner serving as a neutral financial specialist in a Collaborative case shall not sell any product to a Collaborative client during or after the completion of the Collaborative case, shall not manage assets for a client, shall not engage in any financial planning or income tax preparation for a client.

5. INFORMATION SHARING

A Collaborative practitioner working on a case with professionals from other disciplines shall encourage sharing information with the other parties and their counsel as appropriate to the case and shall advise the client in advance pursuant to a fully executed participation agreement and/or retainer agreement, as appropriate to the case, that this may occur.

II. MEMBERSHIP STANDARDS FOR COLLABORATIVE MENTAL HEALTH PRACTITIONERS

The following represent standards for membership in order to practice as a Divorce Coach or Child Specialist in the collaborative process within the Massachusetts Collaborative Law Council:

1. PROFESSIONAL QUALIFICATIONS

- a. Be licensed as a mental health professional in Massachusetts at the highest level of licensure for independent practice in one's profession. License must be active and current. The following professions are included:
 - Licensed psychologist, holding the health service provider designation
 - Licensed and Board Certified Psychiatrist
 - Licensed Independent Clinical Social Worker
 - Licensed Psychiatric Nurse Clinical Specialist
 - Other mental health professionals licensed by the Allied Mental Health Board
- b. Have professional liability insurance of at least \$1 million per occurrence.
- c. Mental Health Practitioners functioning as Coaches or Child Specialists must have appropriate training and experience in assessment and intervention with individuals, couples, families, and parents, as well as training in child development.
- d. Is current in the payment of Council membership dues.

2. INTERDISCIPLINARY TRAINING

Collaborative Training - In order to understand the interaction with other collaborative Practitioners, as well as the practitioner's role within the collaborative practice, the mental health professional must have received at least 12 hours of basic collaborative training that meets IACP Minimum Standards for Training.

Additional Training – It is strongly recommended that the collaborative practitioner receive more in-depth/advanced training in conflict resolution such as:

- a basic 30 hour course in facilitative conflict resolution, such as mediation training
- Advanced mediation training

- Advanced Collaborative training (annual participation in at least six hours of advanced collaborative training as approved or sanctioned by the IACP *e.g.*, workshop sessions at IACP annual Forums,, as well as continuing education as required by their particular licensing board.)
- Communication skills training
- Basic professional coach training

3. PLEDGE OF NEUTRALITY THROUGH DISQUALIFICATION FOR FUTURE CLIENT ENGAGEMENTS AND PROHIBITION AGAINST DUAL ROLES

a. A Collaborative practitioner who serves on a Collaborative case in a neutral role shall adhere to that role, and shall not engage in any continuing client relationship that would compromise the Collaborative practitioner's neutrality. Working with either client separately after the Collaborative process has ended is inconsistent with that neutral role. The professional must incorporate into his/her Collaborative Participation Agreement a provision disqualifying him/herself from future work with the client, once the collaborative process has ended except as noted below.

- a Collaborative practitioner serving as a child specialist shall not work with a child or children in a separate therapeutic role during or after the completion of a Collaborative case. This does not preclude the specialist from seeing the child(ren) after the divorce, with the consent of both parents, to address divorce-specific issues that may arise for the child(ren).

b. A Collaborative practitioner who serves in the role of coach on a Collaborative case shall not function as a therapist to the Collaborative practitioner's client after the case has ended. Coaches should remain available to continue to help the clients/family address specific divorce issues after the divorce is final. A therapist for a party shall not serve in the role of coach or child specialist on a Collaborative case involving a party with whom the therapist has acted in a therapeutic role.

4. INFORMATION SHARING

a. A Collaborative practitioner working on a case with professionals from other disciplines shall encourage sharing information with the other parties and their counsel as appropriate to the case and shall advise the client in advance pursuant to a fully executed participation agreement and/or retainer agreement, as appropriate to the case, that this may occur.

- A Collaborative practitioner acting as a child specialist shall inform the child about the child specialist's role and the limits of confidentiality as appropriate, taking into account the child's age and level of maturity.

III. MEMBERSHIP STANDARDS FOR COLLABORATIVE LEGAL PRACTITIONERS

The following represent standards for membership for legal Practitioners within the Massachusetts Collaborative Law Council, in order to practice as an attorney in the collaborative process:

1. PROFESSIONAL QUALIFICATIONS

- a. The practitioner must be currently licensed as a lawyer in good standing in each jurisdiction in which he or she is licensed to practice law as an attorney and
- b. Have professional liability insurance and
- c. is current in the payment of Council membership dues.

2. INTERDISCIPLINARY TRAINING

Collaborative Training - In order to understand the interaction with other collaborative Practitioners, as well as the practitioner's role within the collaborative practice, the legal professional must have received at least 12 hours of basic collaborative training that meets IACP Minimum Standards for Training.

Additional Training – It is strongly recommended that the collaborative practitioner receive more in-depth/advanced training in conflict resolution such as:

- a basic 30 hour course in facilitative conflict resolution, such as mediation training
- Advanced mediation training
- Advanced Collaborative training (annual participation in at least six hours of advanced collaborative training as approved or sanctioned by the IACP *e.g.*, workshop sessions at IACP annual Forums., as well as continuing education as required by their particular licensing board.)
- Communication skills training

3. INFORMATION SHARING

A Collaborative practitioner working on a case with professionals from other disciplines shall encourage sharing information with the other parties and their counsel as appropriate to the case and shall advise the client in advance pursuant to a fully executed participation agreement and/or retainer agreement, as appropriate to the case, that this may occur.