

INFORMED CONSENT FOR CLINICAL INTAKE CONSULTATION

The Clinical Intake Consultation (CIC) is to determine whether family therapy for parent-child contact problems is suitable for your family, and if so, which specific approach may be most appropriate. If the family therapy is suitable, options may include outpatient family therapy or, if consented to in advance as a possibility, a multi-day family therapy (plus further family therapy as aftercare). Suggestions for the intervention and a more specific plan, which may include more than one therapist, will be made to the parents and their counsel on an “open”, non-confidential basis.

The CIC will include contact with counsel, review of completed parent referral and intake questionnaires, meetings with the parents individually and possibly together, review of selected written documentation (e.g., an assessment report, court orders, other relevant reports). Contact with collateral sources may occur during the CIC to both obtain and provide information, in which case separate consent forms will be requested and executed by the parents (eg., CAS, previous therapists, assessor, OCL, etc.) as deemed necessary by the clinician to provide the requested services.

For those referred solely to the FMF multi-day intervention, children are seen during the intake consultation as deemed necessary by the intake therapist, taking into account the involvement of previous therapists and/or a s.30 assessment.

Your intake clinician shall be _____ (referred to throughout as “clinician”).

Upsetting feelings may be stirred up and you are encouraged to advise your clinician if these should arise. If you have any concerns, it is our preference that you direct these to your clinician first so that we may discuss the matter. Dr. Polak, Ms. Popielarczyk, and Mr. Hurwitz are members of the College of Social Workers of Ontario, which governs the conduct of Social Workers. Dr. Fidler is a member of the College of Psychologists of Ontario, which governs the conduct of Psychologists.

Confidentiality and Records

Confidentiality relates to information obtained and shared during the process with the participants involved, information shared by the clinician with the court and court and information shared with other third party's or collateral sources.

The clinicians of FMF may consult with each other at any time at the discretion of the lead clinician.

As this is a family clinical intake consultation, information received from one participant may, at the clinician's discretion, be shared with other participants, to adequately conduct the process, or in any report or verbal disclosure.

You are consenting to disclosure of the treatment plan recommendations in writing or verbally, or failing that, a summary letter will be shared with both parents, your lawyers and possibly the court or an arbitrator. By signing this agreement the parents are consenting to the disclosure of information obtained during the CIC process with the court, counsel and the other parent.

The parents shall not rely upon or introduce as evidence in any arbitration or judicial proceedings, affidavits or motion materials, views or statements reportedly made by the clinician(s) without his or her expressed consent.

By signing this agreement, you agree to not share any reports provided by the therapist(s) to the children in any capacity.

Any other disclosure of information requires your written permission, or as required by law. Additionally, instances in which confidential information may be disclosed are as follows:

1. If you are in, or appear to be in imminent danger of harming yourself or another person, your clinician is legally mandated to intervene (e.g., to call a member of your family, the police and/or the potential victim).
2. If your clinician has a reasonable suspicion based on your report that a child may be or has been a victim of physical, sexual and/or emotional abuse by anyone, the clinician has a statutory obligation to inform the appropriate child protection agency.
3. If there is a court order, consent agreement or arbitration award for your clinician to report on the process and progress of the clinical intake consultation, which would not include recommendations about custody or access.
4. If there is a court order or summons presented to your clinician for court attendance and/or for a production of your records.

5. If you reveal you have been abused by another helping service professional (e.g., physician, psychologist, nurse, chiropractor, dentist, etc.), your clinician is required to report the information to that professional's regulating body (e.g., College of Physicians and Surgeons, etc.)

For situations wherein more than one person is receiving services (e.g., couple, marital, family or parent-child), the record may be combined or separate for each individual, depending on the circumstances. Notwithstanding, the consent of all participants is necessary to release any information or the record to someone other than the court, counsel or the other parent, subject to the limitations or expectations noted above and in #1-5.

As part of ongoing consultation, training and education your clinician may discuss the particulars of your situation with other professionals while at all times leaving out any information that would allow the other person to know your identity. In addition, legislation allows your clinician to provide their governing body, upon their request, information about any clients, without that client's consent. Your clinician will advise you of any such request. Finally, the Colleges of Psychologists and of Social Workers conducts random quality assurance checks and it is possible files will be shown to them if they initiate this process.

ELECTRONIC PROVISION OF SERVICES

Electronic provision of services including use of email, telephone, video contacts (eg., VSee) and text messaging (rarely) may be provided by FMF clinicians and staff personnel and requires your consent. Scheduling is done by email usually and may also be done by telephone.

Email may be used in the delivery of some services to augment or follow up on face-to-face or telephone sessions. In these cases we may provide updates, invoices, account statements, summaries, draft parenting plans or memoranda, educational resources or exchange information. Based on the nature of the service provided, these email communications may include information not only about others including your child(ren) or the other parent.

When consenting to the provision of services by telephone or electronically, it is important to appreciate both the risks and benefits including insufficiency, misunderstandings due to lack of visual clues and context, and failures in technology. In the event of a technology failure when using VSee (audio or visual), your clinician will call you by telephone at the number you provide for back up at the time of scheduling.

While efforts are made to protect privacy when providing services by telephone or electronically, the same degree of confidentiality provided during in-person office sessions

is not possible. The limitations include the possibility of interceptions of communications while these are occurring. Every effort needs to be made from both the clinician's and your end to minimize any interruptions during video or telephone contacts (e.g., turning off cell phones, locking the door, etc.). Towards this end, you agree to make these efforts and further, to advise the clinician with whom you are communicating should someone enter the room you are in, or become sufficiently close as to be within earshot.

The benefits of using electronic communications and telephone may include appropriateness, avoiding the need to travel a distance, taking less time off work, having increased access to services continue while the clinician is away, convenience and comfort or the client may be out of town and want to continue to receive service. Alternatives to the provision of electronic or telephone services include in-person services only or local services from an appropriately trained and available health service provider of the same or different discipline.

Please keep in mind that other individuals (your spouse, new partner, child, adolescent, others living in your home) may be able to access information, sensitive or otherwise, communicated electronically or by telephone between you and the clinician in your own home or work place. As noted, the information shared may be about others not only you. Any communications provided by the clinician or administrative assistant are intended for you and not for others, unless agreed to otherwise. By signing this informed consent form you are confirming to the clinician you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with him or her (mobile phones, iPads, computers, etc.). This would include having a confidential password and adequate firewalls. You further agree not to allow others (e.g., your children of any age, new partner or spouse, parent, friend, relative, etc.) to access any communications sent to you from the clinician or administrative assistant, unless an agreement is reached in advance that the particular communication is appropriate to share with others. (Please see separate *Privacy Policy* for more information on privacy.)

Emergencies. We ask for you to identify a contact we can reach by telephone and email for use in an emergency that may arise during an office or telephone contact, or during any electronically facilitated contact. If you do not attend for a scheduled meeting of any kind, we will attempt to call you twice. If we do not hear back in what is deemed to be a reasonable period of time, we will contact the person you have identified as your emergency contact.

Licensure. Dr. Fidler is licensed to practice psychology in Ontario, Nova Scotia and Vermont. Ms. Popielarczyk, Dr. Polak and Mr. Hurwitz are licensed to practice social work in Ontario. Unless they are licensed in that jurisdiction, it is illegal for a social worker or psychologist to practice in a location you may be in at the time the service is delivered, even if you are a resident of Ontario, unless the clinician obtains permission from that state

or province or the required form of licensure in advance of the delivery of service. In many cases, it is possible for permission or a temporary license to be obtained. By signing this agreement you agree to advise the clinician for each telephone or video contact if you are no longer in Ontario.

WHAT TO DO IN AN EMERGENCY

Sometimes clients experience an emotional crisis that requires immediate attention. You may call the office first to see if your clinician can answer your call or if an emergency appointment can be arranged. You should be aware your clinician also works outside the office and may not be immediately available. Your call will be returned as soon as possible and within 48 hours, excluding vacations, holidays and weekends. Sometimes the clinician can accommodate an appointment on short notice. If you feel you cannot wait, or if it is outside office hours, you should contact your family physician or go to the Emergency Department of your nearest hospital.

CONSENT FOR THE COST OF SERVICES

The fee for the clinical intake consultation is \$300.00 per hour. The health services of a Registered Social Worker or Psychologist are HST exempt. All services provided in relation to the intake consultation will be billed for, including: sessions, significant preparation in between sessions, telephone calls with clients, counsel or collateral sources, e-mails, reviewing of documentation, report preparation. An initial retainer of 12 hours has or will be provided. Unused retainer will be refunded in full. Additional retainer may be requested if necessary.

If the clinician is required to appear or testify in court or in an arbitration, the fee for testifying is \$400.00 plus HST. Prior to attendance a separate retainer agreement will be provided and will need to be executed by the parent calling _____, unless fees for this potential service are agreed to otherwise at the outset and amended in this agreement as _____.

Payment may be made by VISA, MasterCard, debit, e-transfer or cheque (this may vary depending on the clinician). Receipts will be given when payment is received and monthly statements will be provided. Please retain these receipts and statements for your insurance or income tax claims, if applicable.

Cancellation Policy. Payment is expected for any missed session, unless the appointment is cancelled at least 48 business day hours in advance. If you arrive late for an appointment, you will be charged the full session fee. Overdue accounts may be charged interest rates of 1.5% monthly; clients will be charged a \$15.00 penalty fee for NSF cheques.

If payment becomes a concern, please discuss it with your clinician, to avoid service charges for late payment or more active efforts to secure overdue statements.

CONSENT FOR PERSONAL INFORMATION

In addition to confirming your informed consent to participate and to receive services as outlined in this *Informed Consent Form*, your signature below indicates you have understood that in providing therapy services, [insert name of clinician] will collect some personal information about you (e.g., reasons for seeking services, address, phone number, family information, etc.).

Your signature below indicates you have also reviewed the *Privacy Policy* (see separate document) about the collection, use and disclosure of personal information, steps taken to protect the information, and your right to review your personal information. You understand how the Privacy Policy applies to you. Further, you have been given a chance to ask any questions you have about the privacy policies and they have been answered to your satisfaction.

You understand that, as explained in the *Privacy Policy*, there are some rare exceptions to these commitments.

You agree to _____ collecting, using and disclosing personal information about you as set out above in this consent form and in the *Privacy Policy*.

Informed Consent:

I have reviewed the written *Informed Consent Form and the Privacy Policy* made available to me. I have been given an opportunity to ask any questions and express concerns about these policies.

TO EVIDENCE THEIR AGREEMENT, THE PARENTS HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

Signature _____ Date _____

Print Name _____
Date of Birth _____

Witness Signature _____ Date _____

Print Name _____

Full Address (include Postal Code):

Contacts you consent to our using: (h) _____ (w) _____

E-mail: _____

Signature _____ Date _____

Print Name _____
Date of Birth _____

Witness Signature _____ Date _____

Print Name _____

Contacts you consent to our using: (h) _____ (w) _____

E-mail: _____

Date: _____