

FAMILY THERAPY INTERVENTION AGREEMENT

Between: [insert names of parents]

Court File Number: _____

OBJECTIVES

1. The parents agree the objective of the family therapy intervention is not to determine IF it is in the child(ren)'s best interests to have contact with one of the parents. Rather, the parents agree it is in the child(ren)'s best interests to have meaningful relationships with *both* parents. The family therapy intervention is intended to help the child(ren) have healthy and meaningful relationships with both parents.
2. To meet the goals listed below, the parents agree to engage the services of [insert therapist(s)' name(s)] (may be one or more therapists; also referred to as "the therapist(s)" in this Agreement). Each parent shall contact the therapist(s) no later than _____ to provide consent to proceed with the clinical intake and engage in the informed consent process. Once both parents have contacted the therapist(s), intake questionnaires will be sent to each parent to complete. The parents agree to complete the intake questionnaires within 7 days of receiving them. Once both sets of completed intake questionnaires and any supporting documentation (e.g., relevant court orders, custody/access report, other relevant reports, etc.) have been received, appointments will be scheduled.
3. The family therapy intervention provided for in this Agreement has been court ordered, in the [insert name of court].
4. Any other particulars of this matter can be addressed in the court order, in this Informed Consent Agreement, by way of attachment, or future correspondence.

5. The role of the therapist(s) is to assist with the family therapy intervention and not as a custody assessor, arbitrator, parenting coordinator, or consultant for litigation.

6. The goals of the therapy may include to:
 - a. foster overall healthy child adjustment;
 - b. facilitate the implementation of the previously agreed-to or court-ordered parenting time schedule, dated _____;
 - c. restore, develop, or facilitate adequate parenting and coparenting functioning and skills;
 - d. assist the parents to resolve relevant parent–child conflicts;
 - e. develop family communication skills and effective approaches to problem-solving;
 - f. assist the parents to fully understand the child(ren)’s needs for healthy relationships with both parents and the negative repercussions for the child(ren) of a severed or compromised relationship with a parent in their young lives and as adults;
 - g. restore or facilitate contact between [insert rejected parent’s name] and [insert child(ren)’s name(s), age(s), and date(s) of birth];
 - h. assist the parents and their child(ren) to identify and separate each child’s needs and views from each parent’s needs and views;
 - i. work with each family member to establish more appropriate parent–parent and parent–child roles and boundaries;
 - j. correct the child(ren)’s distortions and replace these with more realistic perceptions reflecting the child’s actual experience with both parents;
 - k. assist the child(ren) to differentiate self from others and exercise age-appropriate autonomy;
 - l. assist each parent to distinguish valid concerns from overly negative, critical, and generalized views relating to the other parent;
 - m. other (specify)_____.

7. While the parents may have different views about the causes or reasons for their child(ren)’s reluctance or refusal to have contact with _____, they agree not only to the objectives defined above but also that they each need to be part of the solution to meet those objectives.

PROCESS

8. The parents agree to the involvement of the entire family, in various combinations, as directed by the therapist(s). The process will include meetings with each parent and the child(ren) individually and jointly. The process may include meetings with other family members as deemed necessary by the therapist(s)
9. The therapist(s) will *not* be making decisions regarding the child(ren)'s parenting time with each parent (access) or legal decision-making (custody) as this is outside the therapist's role. Rather, as the therapist(s) they will be assisting to implement the previously agreed-to or court-ordered Parenting Plan. Notwithstanding, the parents agree the therapist(s) may determine the parenting time for the purposes of the therapy, the nature of transitions between the parents, rules of parental communication or engagement, location and pacing of the parent-child contact consistent with the court-ordered Parenting Plan, etc. The therapist(s) may make recommendations deemed helpful to the child(ren) in implementing the court orders or the current agreed-to Parenting Plan.
10. The therapist(s) may provide a report to the parents, lawyers, or the court describing the parents' and child(ren)'s progress and cooperation, including any obstacles preventing the therapy from beginning or continuing. This may include specific statements and behaviors, which the therapist(s) deems necessary to adequately support other content or statements in the report. Recommendations may be provided regarding additional services or counselling where deemed appropriate. Any opinions or recommendations reported will be limited in scope to matters for which the therapist(s) has obtained sufficient information.
11. The parents will provide all records, documentation, and information requested by the therapist(s) as soon as possible upon request.
12. The therapist(s) may choose to contact other previous or current professionals involved with the family members to receive and obtain information to better meet the aforementioned goals. Toward this end, the parents will sign all consent forms requested by the therapist(s) permitting the exchange of information between the relevant professionals.

13. The therapist(s) may make recommendations for the involvement of additional professionals (e.g., individual therapist for parent or child, educational specialist, coach for parent education).
14. The therapist(s) may make recommendations for the termination of other therapist(s) who may be currently involved with the family members.

RESPONSIBILITY OF THE PARENTS

15. The parents agree to fully cooperate, support, and wholeheartedly participate in the family therapy intervention. This includes, but is not limited to: (1) responding to the therapist(s) within 24 hours unless determined otherwise by the therapist once the parent requests a temporary change (applicable when situations arise that would make this impossible or unreasonable, such as vacation, illness, work travel, etc.); (2) paying for services in a timely manner in accordance with the fee agreement executed by the parents; (3) ensuring the child(ren) is transported to and from scheduled therapy appointments in a timely manner, and even if the appointment does not involve that parent or if it involves the other parent; and (4) exercising parental authority to require the child(ren) to attend and cooperate with the therapy. If requested by the therapist, a parent shall bring the child when it is not that parent's parenting time, picking up and returning the child to their school, daycare or other location as per the therapist's instructions.
16. The parents are advised the court may consider the good-faith efforts and the parents' demonstrated behavior during the therapy as a factor in determining any decisions about the child(ren)'s best interests, including legal custody (decision-making) or access (parenting time).
17. The parents have been advised the therapy requires each parent to make changes in their own behavior and parenting to support their child(ren)'s needs. The therapist(s) may request specific changes in such areas as setting appropriate limits for the child(ren), encouraging the child(ren) to express feelings and solve problems appropriately, listening to the child(ren)'s concerns and actively supporting the child(ren)'s independent relationships, and shielding the child(ren) from parental conflict. The parents agree to make reasonable efforts to cooperate with the requests made by the therapist(s) in these and any other relevant areas. If either parent disagrees with requests or recommendations made by the therapist(s), the parent will

discuss those concerns privately with the therapist(s), and will not allow the child(ren) to witness or overhear the concerns.

18. Both parents will overtly support the therapy and the therapist(s) to the child(ren). This includes respecting the child(ren)'s right *not* to discuss the therapy with their parents and not asking the child(ren) for information about the sessions.
19. The parents will refrain from scheduling new after-school activities, lessons, or events during the scheduled therapy appointments. Reasonable efforts will be made to schedule appointments so the child(ren) does not miss school or their currently scheduled extracurricular activities. However, this may not always be possible.
20. Given the risks of information being taken out of context or being incomplete, the parents agree they and their lawyers will *not* restate, summarize, or paraphrase in court documents any feedback or statements provided by the therapist(s) during the therapy. If necessary, a report may be requested, permitting the therapist(s) to communicate about the therapy to the court as per this Agreement and the court order. Any reports provided by the therapist(s) shall not be shown to the children in any capacity.
21. There shall be no audio or visual recording of the therapy, unless agreed to in writing by the therapist(s). Unauthorized recording of any kind may be sufficient basis for the therapist(s) to terminate the therapy and provide a report explaining the reasons.
22. Both parents acknowledge they have had an opportunity to review this Agreement and to ask any questions they may have concerning the therapist(s') approach to the therapy and other available alternatives.

DURATION OF SERVICES

23. The therapy shall continue for a minimum of months, with reevaluation of the need for continued services based on the progress in meeting the goals listed above (#6). Neither parent may unilaterally withdraw from this Agreement prior to the completion of the term identified. However, with their joint consent in writing, both parents may terminate this Agreement.

OR

The therapy shall continue until the therapist(s) indicates the goals listed in #6 have been met, that no further progress is possible at this time, or that appointment of a different therapist is necessary.

OR

In the event either parent wishes to terminate the therapy, they will provide 15 days' written notice to the therapist(s) and the other parent. The parents will attempt, with the assistance of their lawyers, to agree on an alternate to replace [REDACTED]. If the parents are unable to agree within 30 days, an alternate will be appointed by [insert "the court" or the specific name of the Arbitrator or Parenting Coordinator for determination in a summary fashion].

24. With four (4) weeks' notice in writing, the therapist(s) may resign if they determine this to be in the best interests of the child(ren), in which case a referral may be made to another therapist if the therapist(s) deems this to be appropriate.

CONFIDENTIALITY

25. While the therapist(s) is bound to maintain confidentiality and not permitted to disclose information to anyone who is not involved in the process, the parents understand the process may involve the therapist(s) and the other relevant professionals (previous or current) sharing information (e.g., custody assessor, parent's or child's therapist, teacher, parenting coordinator, etc.).
26. The therapist(s) may use discretion to disclose information obtained from the participants in the therapy to the other participants in the therapy.
27. The therapist(s) shall be free to disclose all information, documentation, and correspondence generated by the process with the lawyer for each parent (and child's lawyer and CAS lawyer, where present) and with the court, and may speak with the lawyers ex parte. This signed Agreement serves as the parents' informed consent for the therapist(s), [REDACTED], to obtain information from the court, counsel, and both parents AND for them to provide information received from all sources verbally or in a report to the court, counsel, and the other parent.

28. The parents understand the therapist(s) is required to report to the appropriate child protection service or agency if the therapist has a reasonable suspicion a child is being physically, sexually, or emotionally abused or neglected. In addition, the therapist(s) is obliged to notify the proper authorities if the therapist has a “reasonable suspicion” a client may harm himself or herself, or the other parent.

ELECTRONIC PROVISION OF SERVICES

29. Electronic provision of services including use of email, telephone, video contacts (eg., VSee) and text messaging (rarely) may be provided by FMF therapist and staff personnel and requires your consent. Scheduling is done by email usually and may also be done by telephone.
30. 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.
31. 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 therapist will call you by telephone at the number you provide for back up at the time of scheduling.
32. 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 therapist’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 therapist you are communicating with at the time if someone comes into the room you are in, or is within earshot.

33. The benefits of using electronic communications and telephone may include appropriateness, avoiding the need to travel a distance, taking less time off work, having possible access to services continuing while the therapist is away, having the option to receive services when you are away or for convenience or comfort. 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.
34. 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 therapist in your own home or work place. As noted, the information shared may be about others, not only you. Any communications provided by the therapist 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 therapist you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the therapist (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.) access to any communications sent to you from the therapist 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.)
35. 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.
36. 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 therapist 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 therapist for each telephone or video contact if you are no longer in Ontario.

FEES

37. Fees shall be charged for all professional services performed pursuant to the terms of this Agreement, including administrative matters (record-keeping, long-distance telephone charges, photocopying, courier charges, postage, and disbursements), document and correspondence review, writing memos to the file, reports, preparation between sessions, voice mail, email correspondence, in-person sessions with family members and collateral sources, and telephone calls. Fees may be charged retroactively for any services rendered prior to the receipt of the initial retainer. Disbursements shall be paid to professionals who require remuneration for their participation, and for any agency/hospital/police reports.
38. The hourly rate for services is \$300.00 per hour (no HST applicable). The fees shall be shared equally unless otherwise agreed to by the parents or ordered by the court at the time this Agreement is executed. If not shared equally, the mother shall pay _____% and the father shall pay _____% of the hourly rate.
39. Each parent will provide an initial retainer of 10 hours of services no later than their first meeting with the therapist(s). At all times each parent shall maintain a retainer of at least two hours in the account of the therapist, who shall advise in advance when a further retainer is required. A monthly statement of account will be provided to the parents. If the above terms are not satisfied, the therapist(s) may choose to postpone all services until the retainer terms are satisfied. Nonpayment of fees shall be grounds for the resignation of the therapist(s).
40. Appointments cancelled without at least 48 (forty-eight) business hours' advance notice may be charged at full fee independent of the reason for the cancellation (i.e., Monday and Tuesday appointments must be canceled by 5:00 p.m. on the previous Friday to avoid the possibility of this charge). The parents will each be responsible for bills arising from their own cancellation with insufficient notice or failure to attend a scheduled appointment.

41. A parent may request a report for any return to court. The parent who makes this request will be responsible for paying fully for the report in advance by retainer at the hourly rate of \$300.00 (plus HST), or otherwise as ordered by the court.
42. The parents agree all testimony or appearance at court of any kind provided by the therapist(s) shall be considered expert testimony. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries) are billed at between \$350.00 and \$400.00 per hour (plus HST) for each therapist, depending on the therapist's rate, and shall be paid for by the parent calling the therapist/expert. Fees for attendance at court, testifying in court, or discoveries are billed by a minimum half-day rate of \$_____.00. Any court-related fees (i.e., preparation time, attendance, and travel) shall be provided in advance by retainer by the parent requesting the therapist's attendance at court. A separate contract for these services (detailing cancellation policy, etc.) may apply and be provided at the time of any request.

INDEPENDENT LEGAL ADVICE

43. Each of the parents confirms they have received independent legal advice prior to executing this Agreement, or is aware they have a right to do so.
44. Both parents:
 - a. understand their rights and obligations under this Agreement and the nature and consequences of the Agreement;
 - b. acknowledge they have received and reviewed the therapist's Privacy Policy;
 - c. acknowledge they are not under any undue influence or duress; and
 - d. acknowledge they are signing this Agreement voluntarily.

RISKS & LIMITATIONS

45. Informed consent requires disclosure of potential risks and limitations. By signing the Agreement, the parents acknowledge the therapist(s) cannot guarantee physical safety during the family therapy intervention. The parents further acknowledge the therapist cannot guarantee against bad faith or abuse of process by any participant. The parents understand there is no guarantee the family and coparenting functioning and the parent-child contact problem will be resolved during family therapy. The parents

acknowledge they may not be fully satisfied with the outcome of the services provided.

INFORMED CONSENT

46. Having read the above, I hereby consent to:
- a. willingly continuing with this family therapy intervention process;
 - b. informing my legal counsel, or if representing myself, advising the court and the other parent in writing to let them know I choose to withdraw from the therapy;
 - c. advising the therapist(s) in writing if I choose to withdraw consent for this therapy;
 - d. all information and communication provided by me being done so on a 'with prejudice' (not confidential) basis and for this information to be used in court if required;
 - e. the therapist(s) seeking full and active participation from me and other family members as she deems necessary.
47. I understand:
- a. what is expected of me and the relative risks of the information being used in court or this legal matter;
 - b. the nature of this therapy, fees associated, cancellation policy (48 hours), mutual responsibilities, confidentiality issues and limitations, benefits, and risks, the consequences of non-action, the option to refuse or withdraw, and the elements of the "with prejudice" nature of this therapy;
 - c. the signing of this Agreement/Informed Consent by me is further acknowledgment of informed consent as it dictates the professional activities the therapist(s) will be conducting.

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

DATE: _____

Witness

Parent

DATE: _____

Witness

Parent