

## **INFORMED CONSENT FOR CLINICAL INTAKE CONSULTATION**

### **MANDATE & PROCESS**

The Clinical Intake Consultation (CIC) is to determine whether family therapy for parent-child contact problems (also known as reintegration family therapy), on an outpatient basis, is suitable for your family. Suggestions for any therapy or interventions, which may include more than one therapist, will be made to the parents and their counsel on an “open”, non-confidential basis.

Recommendations for custody (decision-making) or access (parenting time) will not be made and cannot be made given that a comprehensive custody and access assessment is not being conducted.

The CIC will be conducted by the Reflection Centre team (referred to throughout as “clinician”).

The CIC will include contact with counsel (if applicable), a review of the completed parent intake questionnaires, interviews with the parents individually and possibly together, and a review of selected written documentation (e.g., an assessment report, court orders, other relevant reports). Contact with collateral sources will occur during the CIC for the intake clinician to both obtain and provide information (e.g., CAS, previous or current therapists, parenting plan assessor, OCL, etc.), as deemed necessary by the clinician to provide the requested services. Consent forms are found on the last page of this document, which will be executed by the parents upon the request of the intake clinician for the purpose of obtaining or providing information to any relevant professionals. Children are seen during the intake consultation as deemed necessary by the intake clinician, taking into account the involvement of previous therapists, CAS involvement and/or a s.30 assessment. During the process, the lead clinician may at their discretion speak with counsel ex parte.

At this time, please do not alert your children to the possibility of their involvement in the CIC or any subsequent for therapy. We will discuss what, when, and how to tell them when we first meet together. If you have already discussed this with your child, we can discuss it when we meet.

If the therapy is recommended, a separate informed consent agreement is required for participation in the intervention. Please see attached informed consent agreement for further information about process and requirements.

Licensure. Reflection Centre is licensed to practice psychotherapy in Ontario. Unless licensed in that jurisdiction, it is illegal for a psychotherapist 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.

## **PARENTS' RESPONSIBILITIES**

The parents agree to fully cooperate, support, and wholeheartedly participate in the CIC. This includes, but is not limited to:

1. responding to the clinician or their admin staff within 24 hours unless determined otherwise by the clinician 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. not discussing with the child(ren) the possibility of their involvement in the CIC or any subsequent therapy;
3. ensuring the child(ren) is transported to and from appointments in a timely manner, and even if the appointment does not involve that parent or if it involves the other parent;
4. exercising parental authority to require the child(ren) to attend and cooperate with the process. If requested, a parent shall bring the child(ren) when it is not that parent's parenting time, picking up and returning the child(ren) to their school, daycare or other location as per the clinician's request;
5. not sharing our adult communications with any minor child at any time, in whole or in part, intentionally or by accident, unless explicitly directed by this office;
6. not denigrating the other parent, or extended family, any of the therapists or our shared efforts in any way at any time to or around any child; and,
7. paying for services in a timely manner in accordance with the fee agreement executed by the parents.

The parents will overtly support the CIC process and any subsequent intervention and the clinician involved with the children. This includes respecting the children's right not to comment on their participation in the process. To this end the parents will not ask the children for information about their participation in the CIC.

The parents will refrain from scheduling any work for themselves or new activities, lessons or events for the children during the CIC. 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.

Given the risks of information being taken out of context or being incomplete, 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 their expressed review of the statements attributed to them and their consent. If necessary, the parents can request a report and the clinician will be responsible for communicating any feedback or information about the process to the court by way of this report.

There shall be no audio or visual recording unless agreed to in writing by the clinician. Unauthorized recording of any kind may be sufficient basis for the clinician to terminate the process and follow with a report explaining the reasons.

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. This clinician is a member of the College of Registered Psychotherapists of Ontario, which governs the conduct of Psychotherapists.

## **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.

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

The CIC is an "open" non-confidential process. You are consenting to disclosure of the intervention plan recommendations in writing or verbally, or failing that, a summary letter will be shared with the parents, your lawyers and possibly the court or an arbitrator.

By signing this agreement the parents, \_\_\_\_\_ and \_\_\_\_\_ are consenting to the disclosure of information obtained during the CIC process with the court, counsel and the other parent. During the process, this clinician may at her discretion speak with counsel ex parte. (if applicable) By signing this agreement, you also agree not to share any reports provided by this clinician 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, like this one, wherein more than one person is receiving services (e.g., couple, marital, family or parent-child), the record is combined. 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 identifiable information. 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 College of Registered Psychotherapists conducts random quality assurance checks and it is possible files will be shown to them if they initiate this process.

**Metadata.** You agree that to the extent the clinician is formally (e.g., pursuant to subpoena) or informally requested/required to produce their records, they may provide records in hard copy, scanned copy or on a flash drive. In either event, the clinician will not be required to produce electronic copies of their books and records or provide "metadata" relating to respective books and records. The clinician's production of documents from their computer or electronic devices will be limited to items. The clinician can print out. You will not have access to the clinician's personal devices. You agree not to seek production of "metadata" or other electronically stored information that would require a computer expert to be retained.

## **ELECTRONIC PROVISION OF SERVICES**

Electronic provision of services including use of email, telephone, video contacts (eg., Jane or Zoom) and text messaging (rarely) may be provided by this clinician 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 Jane or Zoom (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 AND WHAT TO DO IN AN EMERGENCY**

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 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.

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 a short notice appointment can be arranged. You should be aware your clinician may not be immediately available. Your call will be returned as soon as possible, usually within 24 hours, excluding vacations, holidays and weekends. 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.

## **RISKS AND LIMITATIONS**

Informed consent requires disclosure of potential risks and limitations. By signing the Agreement, the parents acknowledge the clinician cannot guarantee physical safety during the CIC or in any subsequent services provided. The parents further acknowledge the clinician cannot guarantee against bad faith or abuse of this process by any participant. The parents understand there is no guarantee the family therapy will be recommended. The parents further acknowledge they may not be fully satisfied with the outcome of the CIC services provided.

The parents are advised the court may consider the good-faith efforts and the parents' demonstrated behavior during the CIC as a factor in determining any decisions about the child(ren)'s best interests.

## **CONSENT FOR THE COST OF SERVICES**

The fee for the clinical intake consultation is \$250.00 per hour (no HST). If there are two therapists in each session, each therapists hourly rate for service is \$190.00. Fees will be applied for all services rendered and charged retroactively from the time services are initially requested and the file is opened. Services include interviews, significant preparation in between interviews, telephone calls with clients, counsel or collateral sources, e-mails, reviewing of documentation, contact with collateral sources, and report preparation.

Disbursements may be paid to collateral sources for verbal and/or written reports and agency/hospital reports should these be required by the source.

A \$200.00 administrative fee will be applied for costs associated with the initial referral, setting up intake and opening a file.

An initial retainer of 10 hours has or will be provided. The costs shall be shared as follows:

\_\_\_\_\_ will pay \_\_\_\_\_% of all services rendered, and

\_\_\_\_\_ will pay \_\_\_\_\_% of all services rendered.

Additional retainer may be requested if necessary to complete the CIC. Unused retainer will be refunded in full unless the family is proceeding to the therapy, in which case the remaining retainer will be applied to those services.

Payment may be made by VISA, e-transfer or cheque. 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.

If the clinician is required to appear or testify in court or in an arbitration, the fee for testifying is \$400.00. Prior to attendance a separate retainer agreement will be provided and will need to be executed by the

parent calling this clinician, unless fees for this potential service are agreed to otherwise at the outset and amended in this agreement as

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Cancellation Policy. Payment is expected for any missed session, unless the appointment is canceled 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.

### **INDEPENDENT LEGAL ADVICE**

It is strongly suggested the parents obtain independent legal advice before executing this agreement. Each parent confirms they have received independent legal advice. If a parent chooses not to obtain such advice, by signing this agreement the parent acknowledges the advice provided and that they have chosen not to exercise their right.

Each parent:

1. Understands their rights and obligations under this Agreement and the nature and consequences of the Agreement;
2. Acknowledge they are not under any undue influence or duress; and,
3. Acknowledge they are signing this Agreement voluntarily.

### **CONSENT FOR PERSONAL INFORMATION**

In addition to confirming your informed consent to participate and to receive services as outlined in this Informed Consent CIC Form, your signature below indicates you have understood that in providing therapy services, Reflection Centre will collect 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 these 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 Reflection Centre collecting, using and disclosing personal information about you as set out above in this consent form and in the Privacy Policy.

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

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent's Full Address (include Postal Code):  
\_\_\_\_\_  
\_\_\_\_\_

Name of Emergency Contact you consent to our using:

Emergency Contact: \_\_\_\_\_

Telephone Numbers: (h) \_\_\_\_\_ (w) \_\_\_\_\_

E-mail: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Parent's Full Address (include Postal Code):  
\_\_\_\_\_  
\_\_\_\_\_

Name of Emergency Contact you consent to our using:

Emergency Contact: \_\_\_\_\_

Telephone Numbers: (h) \_\_\_\_\_ (w) \_\_\_\_\_



E-mail: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**CONSENT FOR INFORMATION EXCHANGE**

I, \_\_\_\_\_ consent to the exchange of information between:

Reflection Centre

and

\_\_\_\_\_

*Insert Name of Professional or Agency*

In respect of: (List your and your children's names and dates of birth.)

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

I understand that such information will be for the purposes of conducting a Clinical Intake Consultation (CIC) process, which is intended to determine if Reflection Centre can provide therapy/intervention to any of the above noted family members, and for any implementation of that therapy/intervention by Reflection Centre therapists.

Multi-Faceted Family Therapy for parent-child contact problems is an open, non-confidential process unless indicated otherwise. Accordingly, the undersigned understands that any discussion, or documentation exchanged between the professional(s) identified in this consent form may be subject to disclosure by Reflection Centre to the parents, their lawyers and/or the court.

This Consent of Information Exchange will expire 12 months following the date on which it is signed and covers any/all information collected, used and disclosed by Reflection Centre from the time of my initial contact with them.

Dated at Barrie \_\_\_\_\_, 202\_\_\_\_,

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness