

## **FAMILY THERAPY INTERVENTION AGREEMENT**

**Between:**

**And**

**Reflection Centre**

### **MANDATE & OBJECTIVES**

1. The parents agree it is in the child's best interests to have meaningful relationships with both parents. The family therapy intervention is intended to help the children have healthy and meaningful relationships with both parents and to improve their co parenting skills.
2. To meet the goals listed below, the parents agree to engage the services of this clinician and the Reflection Centre.
3. The parents agree they and their children shall participate as per the direction of the therapists.
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 therapists is to assist with the family therapy intervention and not as a custody assessor, arbitrator, parenting coordinator, or consultant for litigation. Accordingly, this clinician will not make recommendations or decisions pertaining to decision making (custody) or parenting time (access), at any time during or after the process.
6. The therapists they will be assisting to implement the previously agreed-to or

court-ordered parenting plan. Notwithstanding, #5, the parents agree the therapists 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 therapists may make recommendations deemed helpful to the child in implementing the court orders or the current agreed-to Parenting Plan.

7. The goals of the therapy may include to:
  - a. foster overall healthy child adjustment;
  - b. Facilitate the implementation of the previously agreed-to parenting time schedule.
  - 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 children’s needs for healthy relationships with both parents and the negative repercussions for the children of a severed or compromised relationship with a parent in their young lives and as adults;
  - g. restore or facilitate contact between parents and children;
  - h. assist the parents and their children to identify and separate the 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 children’s distortions and replace these with more realistic perceptions reflecting the children’s actual experience with both parents;
  - k. assist the children 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;

## **PROCESS**

8. The parents agree to the involvement of the entire family, in various combinations, as directed by the therapists. The process will include meetings with each parent and the children individually and jointly. The process may include meetings with other family members and as deemed necessary by the therapists.
9. The therapists may provide a report to the parents, lawyers, or the court describing the parents' and children's progress and cooperation, including any obstacles preventing the therapy from beginning or continuing. This may include specific statements and behaviors, which the therapist team deem necessary to adequately support other content or statements in the report. Recommendations may be provided regarding additional services or counseling where deemed appropriate and feasible. Any opinions or recommendations reported will be limited in scope to matters for which the therapist team has obtained sufficient information.
10. The parents will provide all records, documentation, and information requested by the therapists as soon as possible upon request.
11. The therapists 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 therapists permitting the exchange of information between the relevant professionals.
12. The therapists may make recommendations for the involvement of additional professionals (e.g., individual therapist for parent or child, educational specialist, coach for parent education).

## **RESPONSIBILITY OF THE PARENTS**

13. While the parents may have different views about the causes or reasons for their children's issues transitioning between parents, in executing this agreement 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.
14. The parents understand the wishes of the children may not be followed as a part of this process. They will each continue to support the family therapy process despite the possible temporary distress experienced by the children, and the therapist will continue to

facilitate the therapy process despite their protest, if any.

15. The parents agree to fully cooperate, support and whole-heartedly participate in the family therapy intervention. The parents have been advised the therapy requires each parent to make changes in their own behavior and parenting to support their child's needs. The therapists may request specific changes in such areas as setting appropriate limits for the child, encouraging the child to express feelings and solve problems appropriately, listening to the children's concerns and actively supporting the children's independent relationships, and shielding the children from parental conflict. The parents agree to make reasonable efforts to cooperate with the requests made by the therapists in these and any other relevant areas. If either parent disagrees with requests or recommendations made by the therapists, the parent will discuss those concerns privately with the therapists, and will not allow the children to witness or overhear the concerns.
16. The parents will overtly support the intervention and the therapists involved with the children. This includes the parents not sharing our adult communication with any minor child at any time, in whole or in part, intentionally or by accident, unless explicitly directed by this office and not denigrating the other parent, extended family, any of the therapists or the shared efforts in any way at any time to or around the children. In addition, the parents will respect the children's right *not* to comment on their sessions with the therapists. To this end the parents will not ask the children for information about their counseling sessions or parenting time with the other parent when implemented.
17. The parents will refrain from scheduling any work for themselves or new activities, lessons or events for the children during the scheduled family intervention and aftercare appointments. Reasonable efforts will be made to schedule appointments so the children do not miss school or their currently scheduled extracurricular activities. However, this may not always be possible.
18. The parents will ensure the children are 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.
19. The parents will exercise their parental authority to require the children to attend and cooperate with the therapy. If requested by the therapist, a parent shall bring the children when it is not that parent's parenting time, picking up and returning the children to their

school or other location as per the therapist's instructions.

20. The parents agree to respond to the therapists 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.).
21. Neither parent may unilaterally withdraw from this Agreement for participation in the family intervention. With their joint consent in writing, both parents may terminate this Agreement. The therapists may resign any time they determine their resignation to be in the best interests of the child.
22. Given the risks of information being taken out of context or being incomplete, the parents agree they will not restate, summarize or paraphrase in court documents any feedback provided by the therapists to them or their children. If necessary, the parents can request a report and the therapists will be responsible for communicating any feedback or information about the counseling process to the court by way of this report. Any reports provided by the therapists shall not be shown to the child in any capacity.
23. There shall be no audio or visual recording unless agreed to in writing by the therapists. Unauthorized recording of any kind may be sufficient basis for the therapists to terminate the intervention and follow with a report explaining the reasons.
24. The parents agree to pay for services in a timely manner in accordance with the fee agreement executed by the parents.

## **DURATION OF SERVICES**

25. The therapy shall continue for a minimum of 6 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 therapists 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 therapists and the other parent. The parents will attempt, with the assistance of their lawyers, to agree on an alternative to replace the Reflection Centre. If the parents are unable to agree within 30 days, an alternate will be appointed by the court.

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

## **CONFIDENTIALITY & RECORDS**

27. While the therapist(s) are bound to maintain confidentiality and not disclose information to anyone not involved in the process, the parents understand the process may involve sharing of information between those involved in this process, and with other relevant (currently or previously involved) professionals (e.g., an assessor/evaluator, a parent or child's therapist, teacher) and the court or arbitrator:
  - a. The therapist may require contact with other professionals involved with the family to both give and receive information to better meet the aforementioned objectives and goals of the intervention. Toward this end, the parents will sign all releases of information required by the therapists to implement the process.
  - b. The therapists will use their discretion to exchange information as necessary between the parents, between the parents and the children and between the children.
  - c. The therapists are free to disclose all information, documentation and correspondence generated by the process with the lawyer for each parent and with

the Court or arbitrator. The therapists may speak with the lawyers or arbitrator ex-parte.

- d. This signed agreement serves as the parents' informed consent for the therapists to obtain information from the Court or arbitrator, counsel and both parents AND for the therapists to provide information received from all sources verbally or in a report to the court, counsel or arbitrator and the other parent.

**28.** The parents understand the therapists are required to report to the appropriate child welfare authority (i.e., Simcoe Muskoka Family Connexions) if they have a reasonable suspicion a child is being abused and/or neglected. In addition, the therapists are obliged to notify the proper authorities if they have a "reasonable suspicion" a client may harm himself or herself or the other parent.

**29. Metadata.** You agree that to the extent the therapist 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 therapist will not be required to produce electronic copies of their books and records or provide "metadata" relating to respective books and records. The therapist's production of documents from their computer or electronic devices will be limited to items the therapist 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.

## **EMERGENCIES AND WHAT TO DO IN AN EMERGENCY**

**30.** 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.

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.

## **ELECTRONIC PROVISION OF SERVICES**

- 31.** Electronic provision of services including use of email, telephone, video contacts (eg., Zoom, Jane) and text messaging (rarely) may be provided by therapist and staff personnel and requires your consent. Scheduling is done by email usually and may also be done by telephone.
- 32.** 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 children or the other parent.
- 33.** 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 Zoom/Jane (audio or visual), your therapist will call you by telephone at the number you provide for back up at the time of scheduling.
- 34.** 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.

35. 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.
36. 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 therapists you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the therapists (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 child 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.

## **EMERGENCIES AND WHAT TO DO IN AN EMERGENCY**

37. 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.
38. 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.

## **FEES**

- 39.** 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.
- 40.** The therapist(s) hourly rate for services is \$250.00 (no HST applicable). If there are two therapists in each session, each therapist's hourly rate for service is \$190.00 (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.
- 41.** Each parent will provide an initial retainer of 10 hours of services upon receiving informed consent and executing this agreement, or, no later than their first meeting with the therapists. 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 upon request. If the above terms are not satisfied, the therapists may choose to postpone all services until the retainer terms are satisfied. Nonpayment of fees shall be grounds for the resignation of the therapists. If you have extended health benefits, receipts will be issued at the time of therapeutic service and the insurance company will reimburse you directly.
- 42.** Appointments canceled 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.

43. 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 \$250.00 (plus HST), or otherwise as ordered by the court.
44. The parents agree all testimony or appearance at court of any kind provided by the therapists shall be considered expert testimony. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries) are billed at \$300.00 per hour (plus HST) for each therapist 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 \$1,200.00 per therapist. 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.

## **RISKS & LIMITATIONS**

45. Informed consent requires disclosure of potential risks and limitations. By signing the Agreement, the parents acknowledge the therapists cannot guarantee physical safety during the family therapy intervention. The parents further acknowledge the therapists cannot guarantee against bad faith or abuse of process by the other parent.

The parents understand there is no guarantee the family and coparenting functioning and the parent-child contact problem will be resolved during the therapy.

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

The parents understand this family-focused process may challenge current ways of thinking

and behaving, and as such, a certain amount of emotional distress is associated with it. The parents understand that strong feelings are part of the process of change, whether for adults or children. Each parent understands these are risks, and they consent to these therapeutic services and to the ultimate objective of their children establishing healthy relationships with each of them and improving their co parenting skills.

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 children's best interests, including legal custody (decision-making) or access (parenting time).

### **INDEPENDENT LEGAL ADVICE**

46. The parents have confirmed they have received independent legal advice prior to executing this Agreement, or are aware they have a right to do so.

### **INFORMED CONSENT**

47. The 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. The 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.

48. Having read the above, I hereby consent to:

- a. inform my legal counsel, or if representing myself, advising the court (if there is a court order governing the therapy), and the other parent in writing to let them know I choose to withdraw from the therapy;

- b. advise the therapists in writing if I choose to withdraw consent for this therapy;
- c. 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;
- d. the therapists seeking full and active participation from me and other family members as she deems necessary.

**TO EVIDENCE THEIR AGREEMENT, THE PARENTS HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS. CERTIFICATES OF INDEPENDENT LEGAL ADVICE ARE ATTACHED.**

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

Print Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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

Parent's Full Address (include Postal Code):

\_\_\_\_\_

Contacts you consent to our using: (h) \_\_\_\_\_ (w) \_\_\_\_\_

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

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

Print Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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

Parent's Full Address (include Postal Code):

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Contacts you consent to our using: (h) \_\_\_\_\_ (w) \_\_\_\_\_

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