

PARENTING ASSESSMENT CONTRACT

This signed agreement serves as acknowledgement that counsel and the parents have reviewed and accepted the Assessor's qualifications as adequate to perform the Assessment.

It is hereby agreed that Deborah Alton (MACP, BA, RSSW, RP) has been retained to act as our assessor. Both parents have been advised to obtain independent legal advice, prior to the commencement of the assessment to ensure they are fully informed of their legal rights and obligations.

This signed agreement also serves as acknowledgement that counsel and the parents have reviewed and accepted the Agreement and understand what is entailed in a comprehensive custody/access assessment (S.30).

This signed agreement serves as informed consent for Deborah Alton to obtain information from the Court, counsel and the parents AND for Deborah Alton to provide information received from all sources to the Court, counsel and the other parent.

The parents, _____ and _____, confirm that they have been advised of the following:

1. The role of the assessor and the assessment process has been explained to the parents. The assessor is an impartial third party whose role is to carry out an assessment and to develop recommendations with respect to parenting Arrangements.
2. The assessor will conduct all clinical interviews, observations, and home visits usually undertaken as part of the assessment process. The interviews will be conducted either in the physical office or via zoom.
3. Deborah Alton may have another associate/mental health professional present and assisting her throughout the assessment. The associate will be present for all clinical interviews, observation visits and the information gathering aspects of the Assessment.
4. The parents will be seen individually and possibly jointly. The child(ren) will be seen individually, together with their siblings and observed during a home visit and with each parent including step-parents. Step parents and common-law partners will be seen individually and possibly together with their new partner or spouse.
5. Step-parents and common-law partner's child(ren) may be seen individually, with their siblings, the other children and/or during family meetings, office observations and home visits in various

combinations. Should either party have any concern with respect to the assessment process, it is understood that these concerns can be discussed with the assessor.

6. Reasonable steps will be taken to minimize the distress associated with the assessment process. Nevertheless, although most of the cases are resolved without judicial intervention, both parents must presume there will be a trial and will conduct themselves accordingly.
7. The Assessor is expected to explore the assertions made by those being assessed. This means that information provided will be questioned. In order to fulfill the Court mandate, the Assessor must be an examiner and not a therapist. Both parents' cooperation will be expected as verification of assertions made by either party is sought. The parents will also be given the opportunity to respond to relevant assertions made by the other parent.
8. A Section 30 Assessment is conducted for the Court at the request of the Court. The assessment report is one piece of evidence that is considered by the Court at trial. The Court decides the weight to be given to the report, after hearing any other evidence that the parents submit. The findings and parenting recommendations of the assessor could be rejected by the Court or may be implemented in whole or in part. In addition, while the issues expressed by the parents will be explored, the possibility exists that the assessor may not have sufficient information to offer opinions on the issues being investigated with a degree of professional certainty.
9. It is the assessor's general practice that the recommendations (parenting plan) and findings of the assessment may provide a basis for settlement of the issues and this option is explored with the parents and counsel (before writing a comprehensive assessment report). The parents further understand that it is the assessor's practice to encourage the parents in negotiating a settlement at any point in the process, with the assistance of counsel.
10. Written confirmation from counsel is necessary should the parents settle the issues prior to the completion of the assessment. Once the assessor has received written confirmation of a settlement by counsel, he/she will advise the Court that further assessment services are no longer required. Should the parents come to agreement during the course of the assessment, they are advised to seek ILA regarding the legal implications of such an agreement.
11. Out of session contact (i.e. telephone calls, e-mails, etc.) should be avoided. It is to the parents' disadvantage to communicate information to the assessor in any informal manner. Telephone, voice mail, and e-mail (only when agreed to in advance) should be limited to scheduling appointments and addressing procedural matters only. Information concerning matters pertinent to the assessment itself should not be communicated by telephone or voicemail, unless determined otherwise by the assessor.

12. Both parents agree they will not record any sessions with the assessor, unless expressed written consent has been obtained in advance from the assessor.
13. It is understood that assessments typically take between 40 and 60 hours. The time span varies from family to family, but takes a minimum of four to six months, depending on the particular circumstances of the situation and any unprecedented developments that cannot be anticipated in advance.
14. The 40-60 hour estimated time does not include the time necessary to write a report. It is not possible to guarantee that an assessment will be concluded by a specific date.
15. Every effort is made to take a balanced approach to the assessment process. The assessor endeavors to obtain similar information from both parents. Some parents may require more time to relay the information and may require more interviews as a result. The number of interviews does not reflect an imbalance in the assessment process.
16. The parents understand that an assessment is not a confidential process. Any information obtained during the assessment process may be shared with the other parent, counsel, and with others in the assessment process (including where necessary and appropriate, children and collateral sources) and may become part of public Court record once the report is released.
17. The parents agree that any and all information provided to this assessor for consideration shall be shared with the other parent and his/her counsel at the same time the information is disclosed to this assessor.
18. Statements made by child(ren) may be cited in the feedback or in the report, although clinical discretion will be employed in terms of how that material is presented in a way that does not place further stress on the child(ren).
19. Office staff is versed in matters relating to protection and privacy of the parents' information. Observations by the office staff of the parents and children may be considered in the same way as that of a collateral source.
20. The parents agree to sign any release of information forms necessary for the assessor to obtain relevant information. They authorize the assessor to obtain information from professional collateral sources (e.g., teachers, coaches, therapists, pediatricians, physicians, etc.), who, in the assessor's judgment, may have information bearing on the subject of the assessment. The assessor will determine who to interview and which materials, if any, to review.

21. Parents may also have personal collaterals, such as family members or friends, who wish to speak with the Assessor. A release form will be given to the parents and it is their responsibility to provide the form to their collateral sources. It is the responsibility of the collateral source to send back the signed form (via post or email) and then contact the office to schedule a time to speak to the Assessor. Collaterals will not be scheduled until the office is in receipt of the release form.
22. All materials provided become part of the file and cannot be returned. It is to the parents' advantage to organize any materials that are submitted to the Assessor. Not only are well-organized materials easier to review, it is more cost effective for the parent to organize the materials than the Assessor. Any items submitted to the Assessor should be clearly identified with the name of the parent providing the material and the date the material was submitted. The parent presenting the material will be asked to make a duplicate set to be provided to the other parent.
23. The parents agree to undergo psychological, psychiatric or medical testing by a professional of the assessor's choosing, should the assessor identify issues that require it. The cost of this testing is separate and payment will be made directly to the psychologist in the same manner that the assessment was paid.
24. The parents agree that they will not start or take any fresh steps in any legal proceedings related to the issues currently being assessed in the parenting evaluation and while the assessment is in progress.
25. The parents understand that if child abuse or imminent harm or self-harm to an adult is disclosed, the assessor is required by law to contact the appropriate authorities. Both parents understand that any report on the assessor's part will not be interpreted as support for the individual who has made the allegations.
26. The parents acknowledge that the manner in which fees are paid has been determined by either the Court, or through negotiations among the parents and their lawyers. Although the assessor's fees are not paid by the Court, the assessment is done for Court purposes. It is understood that the fee arrangement is not a factor in determining the assessment results. Regardless of the source of remuneration, both parents accept that the assessor is impartial with respect to this assessment.
27. The parents agree that the assessor's fee will be charged at the rate of \$250.00 per hour for all services rendered related to the assessment. The parents understand that fees are applied to all time expended in any/all professional activities, including administrative matters, associated with the assessment process and/or arising from the assessment process. This includes fees charged retroactively from the time that the assessor's services are initially requested and the file is opened. This also includes disbursements paid to collateral sources for verbal and/or written

reports and agency/hospital reports. Telephone calls in between sessions with the clients in excess of 5 minutes may be billed at the usual rate.

28. An initial retainer of \$5, 000.00 for an estimated 20 hours is required prior to initial appointment scheduling and will be split evenly unless otherwise arranged. A second retainer will be requested approximately 45-60 days after commencing the assessment process.
29. In the event that the assessment requires additional hours, notification will be given at that time and payment will be due when notice is given. The assessor is not obliged to proceed until such retainers are paid.
30. The above fee does not represent the total cost of the assessment. It represents only those fees for services that are possible to predict in advance. Some fees cannot be specified in advance. The total cost of the assessment will be determined by the complexity of the issues being assessed.
31. Fees are not refunded for services already rendered should completion of the assessment becomes either impossible or unnecessary.
32. The initial retainer does not cover the cost of the comprehensive report. The assessor will begin the report when the full retainer has been received. Copies of the report will be distributed to both counsel, and to the Court, when required. However, upon completion of the assessment, should the assessor consider it to be in the best interests of the children she will provide a written report and report directly to the Court.
33. Fees for a comprehensive report are generally shared in the same proportion as has been the assessment costs, unless otherwise agreed to by the parents and/or counsel or determined differently by the Court. Unless otherwise requested and agreed upon by counsel, the report will be formulated on the basis of the data collected between the start of the assessment, up to and including the disclosure meeting.
34. Should an updated assessment be requested, it will be provided with agreement from both counsel or by Court Order. Additional fees will be sought to complete an update assessment.
35. Any post assessment work (e.g., correspondence, telephone calls) will be billed at the current rate per hour charged at the time of the request. The parents shall be responsible for these fees in the same manner they were for the Assessment unless otherwise agreed to by counsel or determined differently by the Court.

36. The assessment will not proceed and/or an assessment report or Parenting Plan recommendations will not be released if there are outstanding professional fees and disbursements related to the assessment.
37. Prior to submitting any statements regarding what the assessor may have said during the assessment feedback into affidavit and/or motion material, written confirmation will be obtained from the assessor that the statements are indeed accurate.
38. I understand that fees for court attendance as an expert witness are \$1200.00 for a half-day and \$2400.00 for a full day. Preparation time will be billed at our hourly rate of \$300.00. This fee will be paid in advance by the parent who is calling the assessor as an expert witness. The scheduling of the assessor's testimony must be done in consultation with the Assessor, taking into consideration possible conflicting personal or professional commitments.
39. The parents shall be billed for the time allocated to an appointment in which there is less than 24 (twenty four) business hours' notice prior to cancellation. The entire cost of a cancelled or missed appointment would be allocated to the cancelling parent. This represents an exception with respect to the agreed upon division of costs. The parents understand that the Assessor does not work evenings or weekends unless agreed by the Assessor. The assessor's office hours may be subject to change without notice.
40. In the event the Assessor is required to resort to small claims court and or a collection agency to retrieve payment, the parents waive the right of confidentiality to the extent that identifying information is required for the claim.

Your signature below indicates:

1. that you have received, read, understand and will abide by the above;
2. that you have received independent legal advice
3. that you consent to the appropriate disclosure of the information contained in your file concerning this matter; and
4. that you are authorizing the release of information, including our Parenting Plan recommendations and any written reports, to the Court, both parents, the lawyers for both parents, and the children's lawyer if appointed.

DATED at _____, this _____ day of _____, 2023

Parent 1 (print & sign) WITNESS (sign)

Parent 2 (print & sign) WITNESS (sign)
