

**THIS IS AN AGREEMENT FOR CO PARENTING COACHING SERVICES**

BETWEEN:

(“the parents”)

AND:

**Reflection Centre**

“Co-Parenting Coach”

*For the purposes of this document, the term “PC” is used to refer to the specific “Parenting Coach” consented to by the parents.*

**1. PRINCIPLES**

The parents acknowledge the following:

- a. Their child(ren) will benefit from a meaningful relationship with both parents.
- b. Parental conflict impacts negatively on their child(ren)’s adjustment. Consequently, their children are most likely to achieve their full potential if parental conflict is minimized.
- c. Every effort will be made to keep their child(ren) out of parental disputes.
- d. Co-parenting coaching is a child-focused dispute resolution process designed to assist parents in finding solutions regarding their child(ren) in a timely manner and to facilitate the implementation of their separation agreement.

**2. ROLE, FUNCTIONS & OBJECTIVES**

- a. The PC will help the parents to resolve parenting in a way to promote the best interests of the children and minimize parental conflict.
- b. Upon the request of either one or both parents, the PC will attempt to resolve a dispute referred to the PC.
- c. Upon agreement of the parents, the PC may address any parenting issues brought forth by the parents.
- d. To carry out this role, the PC may:
  - e. meet with the parents jointly, individually, or with their child(ren);
  - f. educate and coach the parents about communication with each other and with their child(ren) to facilitate settlement of the issues, with the goal of helping the parents acquire the skills and experience to resolve future parenting disputes without the involvement of the court or third parties;
  - g. recommend appropriate resources or services for the parents and children (eg., about parenting, personal coaching, therapy or other related services);
  - h. consult with third parties who may have information that is relevant (eg., previous parenting coordinators, mental health professionals);
  - i. The PC is not entitled to override the parenting plan or any subsequent Court Orders.

### **3. TERMS AND AGREEMENT TO COOPERATE**

- a. Having consented to Parenting Coaching, the parents agree to cooperate with the process and the PC and to be bound by the terms of this Agreement.
- b. The parents shall sign all releases of information required to implement the process as requested by the PC. The parents shall provide all records, documentation and information the PC requests.

### **4. CONFIDENTIALITY**

- a. The PC may be called as a witness by either client in a legal proceeding (court or arbitration) and would be open to cross-examination.
- b. Upon either party's request the PC may provide a written report summarizing the process, some of the themes that may have arisen, the parties' perspectives and the PC's observations. The report may include a summary of information obtained from children

or third parties. Opinions or recommendations may be included to the extent the PC has obtained sufficient information to provide these.

- c. Anything said or any admission or communication made in the course of the PC process may be used in the report.
- d. The PC, if applicable, shall commence the report upon receipt of the required retainer from the party making the request for the report, unless agreed to otherwise

**5. PARENTING COACH'S DUTY TO REPORT**

- a. The PC is required to report a child in need of protection to the appropriate child welfare authority (Simcoe Muskoka Family Connexions) and/or other relevant authorities (ie., Police Department), in accordance with requires of Section 125 of the Child, Youth and Family Services Act, 2017 (CYFSA), if she has a reasonable grounds suspicion that a child(ren) has been abused, and/or may be in danger of harm and/or abuse. This includes risk of physical, sexual and emotional abuse, neglect, and emotional harm.
- b. The PC is obliged to notify the proper authorities if she has a reasonable suspicion a client may harm himself or herself or the other parent.

**6. CO PARENTING COACHING FEES**

- a. The PC's hourly rate is \$250 (no HST applicable). Additional therapist's hourly rate of service is \$190.00 (no HST applicable). Some fees may be covered under extended health benefits. Fees shall be charged for all time expended in any/all professional and administrative matters associated with the PC process and/or arising from the process. This includes time spent conducting telephone calls, emails, correspondence, meetings with parents, the children and third parties, travel time, and document review.

\_\_\_\_\_ shall pay %

\_\_\_\_\_ shall pay %

- b. Each parent will provide an initial retainer of 8 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. 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.

- c.** Record keeping requirements make it necessary to log every contact. A minimum fee (0.1 hour for 6 minutes) may be charged for each telephone and e-mail contact. These charges shall not apply to brief contacts about scheduling.
- d.** Regular statements of the account detailing the date, service, time and hourly rate shall be provided. Insurance companies may not cover all of the services, although they do vary.
- e.** The parents shall be billed for the time allocated to an appointment in which there is less than forty-eight (48) 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 as noted above.
- f.** 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.
- g.** 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, 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 \$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.
- h.** A \$200.00 administrative fee will be applied for costs associated with the initial referral, setting up intake and opening a file.

## **7. ELECTRONIC PROVISION OF SERVICES**

- a.** Electronic provisions of services may occur by email, telephone, video contacts (eg., Jane or Zoom) and text messaging (rarely) by either the PC or her Administrative Assistant,

and requires your consent. Scheduling is done primarily by email and may also be done by telephone.

- b.** 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 about others including your child(ren) or their other parent.
- c.** When consenting to the provision of services by telephone or electronically, it is important to appreciate both the risks and benefit, 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), the PC will call you by telephone at the number you provide for back up at the time of scheduling.
- d.** 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 PC's end and yours 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 PC if someone comes into the room you are in or is within earshot.
- e.** 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 continuing while the PC is away, convenience and comfort or the client may be out of town and wants to continue to receive services. Alternatives to the provision of electronic or telephone services include in-person services only or local services from an available health service provider of the same or different discipline.
- f.** 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 PC in your own home or work place. As noted, the information shared may be about others not only you. Any communications provided by the PC are intended for you and not for others, unless agreed to otherwise. By signing this informed consent form you are confirming to the PC

that you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the PC (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 to any communications sent to you from the PC, 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.)

8. Licensure. This clinician is registered and licensed to practice psychotherapy in Ontario. It is illegal for her to practice in any other location you may be in at the time the service is delivered, even if you are a resident of Ontario, unless she obtains permission 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 PC for each telephone or video contact if you are no longer in Ontario.

Dated: \_\_\_\_\_

\_\_\_\_\_

Parent

\_\_\_\_\_

Lawyer

\_\_\_\_\_

Witness

Dated: \_\_\_\_\_

\_\_\_\_\_

Parent

\_\_\_\_\_

Lawyer

\_\_\_\_\_

Witness