

MULTI-DAY FAMILY THERAPY & INTERVENTION RETAINER AGREEMENT

Between: _____ **and** _____
(Parent) (Parent)

OBJECTIVES

1. The parents agree that 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 multi-day intervention is intended to help the child(ren) have meaningful relationships with both parents.
2. While the parents may have different views about the causes and reasons for the child(ren)'s refusal or reluctance to have contact with one parent, the parents agree not only to the objectives defined above, but also that they each need to be a part of the solution to meet those objectives.
3. Each parent understands that 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 child (ren) establishing healthy relationships with each of them.
4. The parents understand that the wishes of the child(ren) may not be followed as a part of this process. They will continue to support the reunification process despite their temporary distress, and the FMF team will continue to facilitate the therapy process despite their protest, if any.
5. The parents agree that they and their child(ren), [insert names and DOB of each child] shall participate as per the direction of the therapists.
6. The goals of the treatment/intervention are:
 - a) to foster healthy child adjustment;
 - b) to facilitate the implementation of the previously agreed to or court-ordered parenting time schedule, dated _____;
 - c) to restore adequate parent functioning, parenting and roles;

- d) to restore and/or facilitate contact between _____ and _____, age_____, (DOB)_____;
- e) to work with each parent and their child(ren) towards the goal of identifying and separating each child's needs and views from each parent's needs and views;
- f) to assist the parents to fully understand the needs of each child(ren) and the negative repercussions for the child(ren) of a severed and/or compromised relationship with a parent in their young lives and as adults;
- g) to work with each family member to help them form more appropriate parent-parent and parent-child roles and boundaries;
- h) to correct the child's distortions and replace with realistic perceptions that reflect the child's actual experience with both parents;
- i) to assist the child to differentiate self from others and exercise age-appropriate autonomy;
- j) to help each parent distinguish valid concerns from overly negative, critical and generalized views relating to the other parent;
- k) to assist parents to resolve relevant parent-child conflicts;
- l) to improve our parenting skills and family communication skills;
- m) other (specify)_____.

GETTING STARTED

- 7. To meet the goals listed above, the parents have agreed to engage the services of the Families Moving Forward team (also referred to as "the therapists" in this Agreement) and will contact _____, who will manage the initial intake phase, no later than _____ to schedule appointments.
 - a) Upon initiating contact with the therapist, intake questionnaires will be sent to each parent to complete. The parents agree to complete the intake questionnaires within 7 days of receiving them.
 - b) Once both sets of completed intake questionnaires and any supporting documentation (eg., relevant court orders, custody/access reports or OCL investigation reports, etc.) have been received, individual intake appointments will be scheduled for each parent.

ROLE AND AUTHORITY OF THE THERAPIST

- 8. The parents agree to the involvement of the entire family, in various combinations, as directed by the therapists. The intervention shall be conducted on the following dates: _____.

9. The process will include meetings between the therapist(s) and each of the parents and the child(ren) individually and jointly. The process may include interviews or meetings with other family members as deemed necessary by the therapists.
10. The role of the therapists is to assist with the family intervention therapy and not to act as custody assessors, arbitrators, parenting coordinators or consultants for litigation. The therapists will not be making decisions regarding the child(ren)'s parenting time with each parent (access) or legal decision-making (custody). Rather, the therapists will be assisting to implement the previously agreed-to or court ordered parenting plan. Notwithstanding, we agree the therapist may *(insert here scope of authority, if any, e.g., to determine the nature of transitions, rules of parental communication or engagement, location and pacing of the parent-child contact consistent with the court-ordered parenting plan, etc.)*.
11. The therapists may provide a report to the parents, lawyers and the court. Any opinions or recommendations provided shall be limited in scope to matters for which the therapists have obtained sufficient information.
12. The therapists may make recommendations for any post-intervention aftercare and/or therapy:
 - a) The therapeutic team may recommend the cessation of other previously retained therapeutic services if such services are deemed to be unhelpful to the overall treatment goals. Such recommendations should not be interpreted as mandatory unless otherwise specified by court order or another binding agreement.
 - b) Neither parent shall retain other therapeutic services, whether previously retained or otherwise, without first informing the FMF team, and in accordance with the current parenting agreement with respect to custody. It is recommended the FMF team consult and debrief with any other retained professionals post-intervention to ensure implementation of coordinated services and to consolidate gains made throughout the intensive intervention.

RESPONSIBILITY OF THE PARENTS

13. The parents agree to fully cooperate, support and whole-heartedly participate in the family therapy intervention. Both parents will overtly support the intervention and the therapists involved to the child(ren). This includes respecting the child(ren)'s right *not* to comment on their sessions with the therapists. To this end the parents

will not ask the child(ren) for information about their counseling sessions or parenting time with the other parent when implemented.

14. The parents will refrain from scheduling any work for themselves or activities for the children during the scheduled family intervention.
15. Neither parent may unilaterally withdraw from this Agreement for participation in the family intensive 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(ren).
16. 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.
17. There shall be no audio or visual recording of the counseling, unless agreed to in writing by the therapists. Unauthorized recording of any kind may be sufficient basis for the therapists to terminate the treatment and follow with a report explaining the reasons.

SETTING:

17. The intervention typically takes place in an agreed upon neutral setting, such as a hotel/resort or otherwise agreed upon location. Throughout the intervention, the parents shall sleep in nearby, but separate rooms from the main intervention space. The children shall sleep in their own room, adjoining that of a member of the intervention team.

CONFIDENTIALITY

18. While the therapists 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) professionals (e.g., an assessor/evaluator, a parent or child's therapist, teacher) and the court:
 - a) The therapists may choose to contact 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 parents shall provide all records, documentation, and information requested by the therapists as soon as possible upon request.
- c) The therapists will use their discretion to exchange information as necessary between the parents, between the parents and the child(ren), and between the child(ren).
- d) 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. The therapists may speak with the lawyers ex-parte. This signed agreement serves as the parents' informed consent for the therapists to obtain information from the Court, counsel and both parents AND for the therapists to provide information received from all sources verbally or in a report to the court, counsel and the other parent.

19. The parents understand the therapists are required to report to the appropriate child welfare authority (i.e., Metropolitan Child(ren)'s Aid Society, Catholic Child(ren)'s Aid Society, or Jewish Child & Family Service) if they have a reasonable suspicion a child(ren) 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.

20. The FMF therapeutic team operates as a team. As such all communications among all participants in this treatment including all of the therapists (two or three) will be documented and may be shared.

INTERNS

21. As part of continuing education and training, it is possible that an intern may be present for the intervention. All interns are experienced clinicians interested in developing their clinical repertoire and skills. As such, communications among all participants in this treatment, the therapists, and the intern may be shared.

ELECTRONIC PROVISION OF SERVICES

22. Scheduling may be done by e-mail or telephone. Electronic provision of services includes e-mail and secure video contacts (eg., VSee) or communications by telephone and may be provided with your informed consent.

The risks of using electronic communication include insufficiency, misunderstandings due to lack of visual clues and technology failure. The benefits include appropriateness, avoids the need to travel, taking less time off work, services continuing while the therapist is away, convenience and comfort. Alternatives to the provision of electronic services include in-person services only or local services from an available health service provider of the same or different discipline.

While efforts are made to protect privacy during telephone and electronic provision of services, the same degree of confidentiality provided during in-person office sessions is not possible as there is the possibility communications can be intercepted. Please keep in mind others may be able to access information, sensitive or otherwise, communicated electronically or by telephone between you and the therapists in your own home or work place.

By signing this consent Agreement you are confirming to the therapists you have taken reasonable steps when using the telephone and also to secure your own electronic devices you choose to use to communicate with the therapists (phones, ipads, computers, etc.). This would include having a confidential password and adequate firewalls. Any communications sent by the therapists are intended for you and not for others, unless agreed to otherwise.

FEES

23. Fees are structured as follows:

- **Phase 1:** Referral and intake at a rate of \$250.00 per hour. One therapist will be involved in this phase and include discussions about the referral with the lawyers, finalizing the retainer agreement, reviewing documentation (e.g., completed intake materials, custody assessment reports, etc.), meeting with the parents for any intake meetings, and contacting relevant collateral sources. Fees will be charged retroactively from the time 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 should these be required by the source.
- **Phase 2:** The multi-day intervention shall involve at least two therapists at a rate of \$250.00 per therapist for up to 14 hours per day, including direct contact and preparation. The number of days of the intervention shall range from three to four and shall be determined during Phase 1. The parents will not be responsible for payment for any intern associate.

- **Phase 3:** Recommendations for aftercare and/or therapy will be made to the family. Fees for this will be based on the therapists' fee structure in consultation with the parents.
24. The parents shall share the cost of Phase 1 and 2 equally unless agreed to otherwise, in which case as follows: _____ . Parents will each provide a retainer of _____. A statement of account will be provided to the parents. If the above terms are not satisfied, the therapists will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of the therapists.
 25. Post-intervention, a report may be requested by either parent. Time for any report preparation and writing is not covered by the above-noted costs and shall be paid in advance by retainer by the parent requesting the report, unless otherwise agreed to by the parents. A flat fee will be assigned to any costs associated with writing a report on the basis of the nature of the report.
 26. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries) range from \$300.00 to \$400.00 per hour depending on the therapist called to testify. 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

27. 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.
28. Both parents:
 - a) Understand their rights and obligations under this Agreement and the nature and consequences of the Agreement;
 - b) Acknowledge they are not under any undue influence or duress
 - c) Acknowledge they are signing this Agreement voluntarily.

RISKS & LIMITATIONS

29. Informed consent requires disclosure of potential risks and limitations. By signing the Agreement, the parents acknowledge the therapists cannot guarantee physical

safety during the intensive multi-day intervention or afterwards during any aftercare family therapy. The parents further acknowledge the therapists cannot guarantee against bad faith or abuse of this process by any participant. The parents understand there is no guarantee the family and co-parenting functioning and the parent-child contact problem will be resolved during the initial multi-day intensive intervention or subsequently during the family therapy. The parents acknowledge they may not be fully satisfied with the outcome of the services provided.

TO EVIDENCE THEIR AGREEMENT, FATHER AND MOTHER HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS. CERTIFICATES OF INDEPENDENT LEGAL ADVICE ARE ATTACHED.

DATE: _____

Parent

Witness

DATE: _____

Parent

Witness