

**MULTI-DAY FAMILY THERAPY & INTERVENTION RETAINER AGREEMENT**

**Between:** \_\_\_\_\_ & \_\_\_\_\_

**OBJECTIVES**

1. The parents agree the objective of the family therapy intervention is not to determine *IF* it is in the children’s best interests to have contact with one of the parents. Rather, the parents agree it *is* in the children’s best interests to have meaningful relationships with both parents. The multi-day intervention is intended to help the children have meaningful relationships with both parents.
2. While the parents may have different views about the causes and reasons for the children’s refusal or reluctance to have contact with one parent, the parents agree not only to the objectives defined above, but also they each need to be a part of the solution to meet those objectives.
3. Each parent understands 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 the wishes of the children may not be followed as a part of this process. They will each continue to support the reunification process despite the possible temporary distress experienced by the child(ren), and the FMF team will continue to facilitate the therapy process despite their protest, if any.
5. The parents agree they and their children shall participate as per the direction of the therapists: ***[insert names & DOB of each child]***

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

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 the children and a parent where conflicts are occurring or a strained relationship exists;
  - e) to work with each parent and their children 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 better 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 the assigned intake clinician, 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 seven (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:** \_\_\_\_\_, **with** \_\_\_\_\_.  
The dates shall be determined after the intake.
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 (or it is per the Order) the therapists 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.*).

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11. The therapists may provide a report to the parents, lawyers, the arbitrator, and the court. Any opinions or therapeutic 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 children. This includes respecting 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.
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 children.
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:

18. 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(s), adjoining that of a member of the intervention team.

## CONFIDENTIALITY

19. 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 involved) professionals (e.g., an assessor/evaluator, a parent or child's therapist, teacher) and the court or arbitrator:
  - a) The therapists 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 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 children, and between the children.
  - 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 or arbitrator. The therapists may speak with the lawyers or arbitrator ex-parte. **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.**

20. The parents understand the therapists are required to report to the appropriate child welfare authority (i.e., Children's Aid Society of Toronto, Catholic Children's Aid Society, or Jewish Family & Child Service of Toronto) 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.
21. The FMF therapeutic team operates as a team. As such all communications among all participants in this treatment including all of the therapists will be documented and may be shared.

## **INTERNS**

22. As part of continuing education and training, it is possible 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 will occur. The parents will not be responsible for payment for any intern associate.

## **ELECTRONIC PROVISION OF SERVICES**

23. Electronic provision of services including use of email, telephone, video contacts (eg., VSee) and text messaging (rarely) may be provided by FMF therapist and staff personnel and requires your consent. Scheduling is done by email usually and may also be done by telephone.
24. 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 their other parent.
25. 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 VSee (audio or visual), your therapist

will call you by telephone at the number you provide for back up at the time of scheduling.

26. 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.
27. The benefits of using electronic communications and telephone may include appropriateness, avoids the need to travel a distance, taking less time off work, having increased access to services continuing while the therapist is away, convenience and comfort or the client may be out of town and wants to continue to receive service. 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.
28. 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 therapist you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the therapist (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 therapist 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.)

29. Emergencies. 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.
30. Licensure. Dr. Fidler is licensed to practice psychology in Ontario, Nova Scotia and Vermont. Ms. Popielarczyk, Ms. Polak and Mr. Hurwitz are licensed to practice social work in Ontario. Unless they are licensed in that jurisdiction, it is illegal for a social worker or psychologist 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 therapist 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 therapist for each telephone or video contact if you are no longer in Ontario.

### FEES

31. Fees are structured as follows:
- **Phase 1:** The referral and clinical intake consultation process is necessary to better understand the dynamics and needs of your family, and whether the FMF whole family intervention is an appropriate therapeutic option. This intake process is conducted by one therapist at a rate of \$275.00 per hour. A separate informed consent agreement will be required to complete this phase of the work, which will include discussions about the referral with counsel, reviewing relevant documentation (e.g., completed intake materials, custody assessment and psycho-educational reports, court orders, etc.), meeting with the parents and sometimes, the children, and contacting relevant collateral sources. Consultation with the FMF team will occur to determine if the family is accepted for the intervention.
  - Additional services may be required at this stage, and may include preparation for the intervention, contacts with the parents and counsel about preparation for the intervention and coparenting work. Fees will be applied to all services rendered and 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. A fee of \$200.00 will be applied for administrative costs associated with initial referral, setting up intake and opening a file.

- **Phase 2:** Typically, the number of days of the intervention ranges from three to four, though this can vary and the total number of days may be divided into two different periods of time. The number of days, how they are structured, and when they occur is usually determined during Phase 1, though changes may be determined once the intervention is underway.
  - The multi-day intervention shall involve at least two therapists at a rate of \$250.00 per therapist for up to an estimated 14 hours per day, which include direct contact and preparation (on the day or evening prior to the intervention and during the intervention). Depending on the number of family participants, and in all cases when there is more than one child, a third clinician may be required, at a rate of \$800.00 a day.
  - **Phase 3:** Recommendations for aftercare and/or therapy will be made to the family at the conclusion of the intervention or shortly thereafter. Fees for aftercare and/or therapy will be based on the therapists' fee structure in consultation with the parents.
32. The parents shall share the cost of Phase 1 and 2 equally unless agreed to or per the court order otherwise, in which case as follows:  
\_\_\_\_\_. Each parent 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.
33. 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.
34. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries) range from \$350.00 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**

35. 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.

36. 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**

37. 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.

# Families Moving **Forward** »

A Multi-Day Intervention for Separated Families  
When Children Resist Contact with a Parent

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

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness

*Last updated February 2017*