FAMILY THERAPY INTERVENTION AGREEMENT

Between: _____ **and** _____
[Mother's Name] [Father's name]

Court File Number _____

OBJECTIVES

1. The parents agree 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 family therapy intervention is intended to help the child(ren) have healthy and meaningful relationships with both parents.
2. To meet the goals listed below, the parents agree to engage the services of [therapist's name] _____ (also referred to as "the therapist" in this Agreement) and will contact the therapist no later than _____ to provide consent to proceed with the clinical intake and engage in the informed consent process. Once both parents have contacted [therapist's name] _____ office, intake questionnaires will be sent to each parent to complete. The parents agree to complete the intake questionnaires within 7 days of receiving them. Once both sets of completed intake questionnaires and any supporting documentation (e.g., relevant court orders, custody/access or Guardian ad Litem reports, etc.) have been received, appointments will be scheduled.
3. The family therapy intervention provided for in this Agreement has been court ordered, in the [name of court] _____.
4. Any other particulars of this matter can be addressed in the court order, this Retainer Agreement, by way of attachment, or future correspondence.
5. The role of the therapist is to assist with the family intervention therapy and not as a custody assessor, arbitrator, parenting coordinator, or consultant for litigation.
6. The goals of the therapy may include to:
   a. foster overall healthy child adjustment;
   b. facilitate the implementation of the previously agreed-to or court-ordered parenting time schedule, dated _____;
   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;

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f. assist the parents to fully understand the child(ren)'s needs for healthy relationships with both parents and the negative repercussions for the child(ren) of a severed or compromised relationship with a parent in their young lives and as adults;
g. restore or facilitate contact between [rejected parent's name] _____ and [child(ren)'s name(s), age(s), and date(s) of birth] _____.
h. assist the parents and their child(ren) to identify and separate each 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 child(ren)'s distortions and replace these with more realistic perceptions reflecting the child's actual experience with both parents;
k. assist the child(ren) 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;
m. other (specify)_____.

7. While the parents may have different views about the causes or reasons for their child(ren)'s reluctance or refusal to have contact with [rejected parent's name] _____, 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.

PROCESS

8. The parents agree to the involvement of the entire family, in various combinations, as directed by [therapist's name] _____. The process will include meetings with each parent and the child(ren) individually and jointly. The process may include meetings with other family members as deemed necessary by [therapist's name] _____.
9. [Therapist's name] _____ will *not* be making decisions regarding the child(ren)'s parenting time with each parent (access) or legal decision-making (custody) as this is outside her role. Rather, as therapist she will be assisting to implement the previously agreed-to or court-ordered Parenting Plan. Notwithstanding, the parents agree [therapist's name] _____ may [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.] _____. [Therapist's name] _____ may make recommendations deemed helpful to the child(ren) in implementing the court orders or the current agreed-to Parenting Plan.

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10. [Therapist's name] _____ may provide a report to the parents, lawyers, or the court describing the parents' and child(ren)'s progress and cooperation, including any obstacles preventing the therapy from beginning or continuing. This may include specific statements and behaviors which [therapist's name] _____ deems necessary to adequately support other content or statements in her report. Recommendations may be provided regarding additional services or counseling where deemed appropriate. Any opinions or recommendations reported will be limited in scope to matters for which the therapist has obtained sufficient information.
11. The parents will provide all records, documentation, and information requested by the therapist as soon as possible upon request.
12. [Therapist's name] _____ may choose to contact other previous or current professionals involved with the family members to receive and obtain information to better meet the aforementioned treatment goals. Toward this end, the parents will sign all consent forms permitting [therapist's name] _____ to exchange information with the relevant professionals.
13. [Therapist's name] _____ may make recommendations for the involvement of additional professionals (e.g., individual therapist for parent or child, educational specialist, coach for parent education).
14. The therapist may make recommendations for the termination of therapists who may be currently involved.

RESPONSIBILITY OF THE PARENTS

15. The parents agree to fully cooperate, support, and wholeheartedly participate in the family therapy intervention. This includes, but is not limited to: (1) paying for services in a timely manner in accordance with the fee agreement executed by the parents with [therapist's name] _____; (2) ensuring the child(ren) are transported to and from scheduled therapy appointments in a timely manner; and (3) exercising parental authority to require the child(ren) to attend and cooperate with the therapy.
16. 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 child(ren)'s best interests, including legal custody (decision-making) or access (parenting time).
17. The parents have been advised the therapy requires each parent to make changes in their own behavior and parenting to support their child(ren)'s needs. [Therapist's name] _____ may request specific changes in such areas as setting appropriate limits for the child(ren), encouraging the child(ren) to express feelings and solve problems appropriately, listening to the child(ren)'s concerns

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and actively supporting the child(ren)'s independent relationships, and shielding the child(ren) from parental conflict. The parents agree to make reasonable efforts to cooperate with the therapist's requests in these and any other relevant areas. If either parent disagrees with requests or recommendations made by the therapist, the parent will discuss those concerns privately with the therapist, and will not allow the child(ren) to witness or overhear the concerns.

18. Both parents will overtly support the therapy and [therapist's name] _____ to the child(ren). This includes respecting the child(ren)'s right *not* to discuss the therapy with their parents and not asking the child(ren) for information about their sessions.
19. The parents will refrain from scheduling new after-school activities, lessons, or events during the scheduled therapy appointments. Reasonable efforts will be made to schedule appointments so the child(ren) do not miss school or their currently scheduled extracurricular activities. However, this may not always be possible.
20. Given the risks of information being taken out of context or being incomplete, the parents agree they and their lawyers will *not* restate, summarize, or paraphrase in court documents any feedback or statements provided by [therapist's name] _____ during the therapy. If necessary, a report may be requested, permitting the therapist to communicate about the therapy to the court as per this Agreement and the court order.
21. There shall be no audio or visual recording of the therapy, unless agreed to in writing by the therapist. Unauthorized recording of any kind may be sufficient basis for the therapist to terminate the treatment and provide a report explaining the reasons.
22. Both parents acknowledge they have had an opportunity to review this Agreement and to ask any questions they may have concerning [therapist's name] _____ approach to counseling and other available alternatives.

DURATION OF SERVICES

23. The therapy shall continue for at least ___ months from the commencing of the therapy unless the therapist determines an earlier termination is in the child(ren)'s best interests. 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
24. In the event either parent wishes to terminate the therapy, they will provide 15 days' written notice to the therapist and the other parent. The parents will attempt, with the assistance of their lawyers, to agree on an alternate to replace [therapist's name] _____. If the parents

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are unable to agree within 30 days, an alternate will be appointed by ["the court" or the specific name of the Arbitrator or Parenting Coordinator for determination in a summary fashion] _____.

25. With four (4) weeks' notice in writing, [therapist's name] _____ may resign if she determines this to be in the best interests of the child(ren), in which case a referral may be made to another therapist if [therapist's name] _____ deems appropriate.

CONFIDENTIALITY

26. While [therapist's name] _____ is bound to maintain confidentiality and not disclose information to anyone who is not involved in the process, the parents understand the process may involve the therapist and the other relevant professionals (previous or current) sharing information (e.g., custody evaluator/assessor, parent's or child's therapist, teacher, parenting coordinator, Guardian ad Litem, etc.).
27. The therapist may use her discretion to disclose information obtained from the participants in the therapy to the other participants in the therapy.
28. [Therapist's name] _____ shall be free to disclose all information, documentation, and correspondence generated by the process with the lawyer for each parent and with the court, and may speak with the lawyers ex parte. This signed Agreement serves as the parents' informed consent for [therapist's name] _____ to obtain information from the court, counsel, and both parents AND for [therapist's name] _____ to provide information received from all sources verbally or in a report to the court, counsel, and the other parent.
29. The parents understand [therapist's name] _____ is required to report to the appropriate child protection service or agency if she has a reasonable suspicion a child is being physically, sexually, or emotionally abused or neglected. In addition, the therapist is obliged to notify the proper authorities if she has a "reasonable suspicion" a client may harm himself or herself, or the other parent.

ELECTRONIC PROVISION OF SERVICES

30. Scheduling may be done by email or telephone. Electronic provision of services includes email and secure video contacts (e.g., VSee) or communications by telephone and may be provided with your informed consent. The risks include insufficiency, misunderstandings due to lack of visual clues, and technology failure. The benefits include appropriateness, avoiding the need to travel, taking less time off work, services continuing while the therapist is away, convenience, and

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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.

31. While efforts are made to protect privacy during the electronic provision of services, the same degree of confidentiality provided during in-person office sessions is not possible; limitations include the possibility of interceptions of communications.
32. Please keep in mind others may be able to access information, sensitive or otherwise, communicated electronically between you and the therapist in your own home or workplace. By signing this consent Agreement 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 (phones, iPads, computers, etc.). This would include having a confidential password and adequate firewalls. Any communications sent by the therapist are intended for you and not for others, unless agreed to otherwise.

FEES

31. 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.
32. The hourly rate for services is $_____.00 per hour. 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.
33. Each parent will provide an initial retainer of ____hours of services, that is, $____.00, no later than during their first meeting with [therapist's name] _____. At all times each parent shall maintain a retainer of at least $_____.00 (two hours) in the account of [therapist's name] _____, 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 therapist may choose to postpone all services until the retainer terms are satisfied. Nonpayment of fees shall be grounds for the resignation of [therapist's name] _____.

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34. 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.
35. A parent may request a report. The parent who makes this request will be responsible for paying fully for the report in advance by retainer at the hourly rate identified in #32 above, or otherwise as ordered by the court.
36. The parents agree all testimony or appearance at court of any kind provided by [therapist's name] _____ shall be considered expert testimony. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries) are billed at $_____.00 per hour. Fees for attendance at court, testifying in court, or discoveries are billed by a minimum half-day rate of $_____.00. Any court-related fees (i.e., preparation time, attendance, and travel) shall be provided in advance by retainer by the parent requesting [therapist's name]'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

37. 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.
38. 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; and
    c. acknowledge they are signing this Agreement voluntarily.

RISKS & LIMITATIONS

39. Informed consent requires disclosure of potential risks and limitations. By signing the Agreement, the parents acknowledge the therapist cannot guarantee physical safety during the family therapy intervention. The parents further acknowledge the therapist cannot guarantee against bad faith or abuse of process by any participant. The parents understand there is no guarantee the family and coparenting functioning and the

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parent–child contact problem will be resolved during family therapy. The parents acknowledge they may not be fully satisfied with the outcome of the services provided.

INFORMED CONSENT

40. Having read the above, I hereby consent to:
    a. willingly continuing with this family therapy intervention process;
    b. informing my legal counsel, or if acting Pro Se, advising the court in writing to let them know I choose to withdraw from the therapy;
    c. advising the therapist in writing if I choose to withdraw consent for this therapy;
    d. 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;
    e. [Therapist's name] _____ seeking full and active participation from me and other family members as she deems necessary.
41. I understand:
    a. what is expected of me and the relative risks of the information being used in court or this legal matter;
    b. the nature of this therapy, fees associated, cancellation policy (48 hours), mutual responsibilities, confidentiality issues and limitations, benefits, and risks, the consequences of non-action, the option to refuse or withdraw, and the elements of the "with prejudice" nature of this therapy;
    c. the signing of this Agreement/Informed Consent by me is further acknowledgment of informed consent as it dictates the professional activities the therapist will be conducting.

TO EVIDENCE THEIR AGREEMENT, THE PARTIES HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE: _____

_____ _____
Witness [Print Name]

DATE: _____

_____ _____
Witness [Print Name]

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