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Schedule "C" **Collaborative Family Professional Service Agreement**

1. The Role of the Collaborative Family Professional:

The Collaborative Family Professional can be helpful in assisting family members to move through the separation process in a positive way. Their role may include:

- Identifying and prioritizing the concerns of each client
- Helping clients manage their emotions throughout the process
- Assisting clients in developing effective communication skills and reinforcing these skills
- Helping clients to develop effective co- parenting skills (if necessary)
- Drafting a parenting plan with clients, as required

The Collaborative Family Professional works with family members and other collaborative team members to:

- Help members of the collaborative team to communicate more effectively at and between meetings
- Enhance communication and reduce misunderstandings
- Facilitate the collaborative process and everyone's best efforts towards resolution

2. Confidentiality:

When other Collaborative team professionals are engaged, both clients consent to the exchange of information between the Collaborative Family Professionals and other Collaborative team professionals. Clients must provide written consent for the release of any information to anyone who is not a Collaborative team professional.

Should either client elect to move from the Collaborative process into a court process, all materials, including all content (both written and oral) of sessions with the Collaborative Family Professionals, will remain confidential and may not be used in any court proceedings between the clients.

The clients agree that they will not require the Collaborative Family Professional, by subpoena or otherwise, to testify as a witness and/or to produce his/her records or notes in any subsequent litigation.

If either client subpoenas the Collaborative Family Professional's records or notes in any legal or administrative proceeding, then the client, who has issued the subpoena, shall be deemed to have agreed to pay all the costs required for the Collaborative Family Professional to quash the said subpoena

3. Confidentiality of Work with Children:

Should parents request that a neutral Child Consultant meet with the children, they agree that the Child Consultant will only provide them with verbal feedback about the children's concerns or thoughts. The parents further agree that the Child Consultant will not provide verbatim comments from the children, nor will he/she provide a written report.

Although the Child Consultant will encourage open communication between the children and their parents, the parents agree that the Child Consultant will not release information to them or to anyone, that the children have asked her to keep confidential unless she has reason to believe that the children's safety, or any other person's safety, is in danger.

4. Limitations to Confidentiality:

The clients have been made aware that there are certain times when the Collaborative Family Professional may disclose or are required to disclose information. These include reporting suspicions of child abuse to the Children's Aid Society; reporting information that suggests an actual or potential danger to human life or safety to the appropriate authorities; providing information to the courts as directed through subpoena, search warrant, or other legal order; for research or educational purposes on an anonymous basis.

5. Fees:

- a. The clients shall pay all of the costs of the Family Professional at a rate of \$120.00 per hour. A retainer of \$1800.00 (15 hours of service) is to be paid prior to the start of service. Fees are applied to all time expended in any/all professional activities, including administrative matters associated with the collaborative process and/or arising from the collaborative process. This includes time spent in reviewing documents and correspondence, voicemail, email, as well as attending to meetings and telephone calls with either client, their counsel, their child(ren), or other professionals involved. This also

includes disbursements paid to collateral sources for verbal and/or written reports and agency/hospital reports (if needed). As the work done on the file is logged, there is a minimum fee of 6 minutes charged for telephone calls and emails.

- b. _____ shall pay ___% and _____ shall pay ___% of the fees. At all times the clients shall maintain a retainer of at least \$240.00 (2 hours of service) in the account of the Family Professional, who shall advise in advance when a further retainer is required. If the above terms are not satisfied, the Family Professional will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of the Family Professional.
- c. Your appointment time is set aside exclusively for you. The clients will be billed for an appointment in which there is less than 24 hours notice prior to a cancellation/no show. A fee of \$120.00 will be applied to the account. The clients agree that each will be responsible for payment of the cancellation fee arising from their own cancellation with insufficient notice or failure to attend a scheduled appointment.

6. Withdrawal from the Collaborative Process:

If either client decides that the Collaborative process is no longer viable and decides to end the Collaborative process, he or she agrees to immediately inform the other client, the Collaborative Family Professional, and all Collaborative team members in writing, about the decision to end the Collaborative process.

The Collaborative Family Professional reserves the right to withdraw from the case for any reason. Should the Collaborative Family Professional decide to withdraw, he/she agrees to provide written notice of withdrawal to the clients and their lawyers.

If the Collaborative process has not been terminated, the withdrawing Collaborative Family Professional will make every effort to provide suitable referrals to other Collaborative Family Professionals to facilitate the engagement of a new Collaborative Family Professional.

Neither client may unilaterally terminate the services of the neutral family professional.

7. Limitations:

While the Collaborative process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive

method of developing a cooperative solution. For couples with children, it helps them move towards a positive co-parenting relationship.

We have read the above schedule in its entirety, understand the content and agree to its terms.

Dated at _____, this ____ day of _____, 2017

Clients:

Collaborative Family Professional:

Signature

Signature

Signature