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## Therapeutic Reconciliation Counselling Agreement

Between

\_\_\_\_\_ & \_\_\_\_\_

### Objectives of Counselling

1. The parents agree that the objective of Therapeutic Reconciliation Counselling is not to determine if it is in the child(ren)'s best interest to have contact with one of the parents, but rather, the parents agree that it is in the child(ren)'s best interests to have meaningful relationships with both parents. The counselling is intended to help the child(ren) have meaningful relationships with both parents.
2. The parents have agreed to use the services of Gillian Sheldrick, MSW, RSW to restore and/or facilitate a relationship between \_\_\_\_\_ and the children.
3. Ms. Sheldrick expects the parents will participate in a respectful manner in the service and follow through with the goals set out by Ms. Sheldrick. Some of these goals include:
  - To restore and/or facilitate a relationship between \_\_\_\_\_
  - and the children
  - Uncovering and attempting to resolve the reasons for resistance to visitation
  - Assisting the parents to fully understand the needs of each child(ren) and the negative repercussions for the child(ren) of a severed or compromised relationship with a parent
  - Correcting the child(ren)'s distortions and replacing these with more realistic perceptions that reflect the child's actual experience with both parents
  - Helping each parent to distinguish valid concerns from overly negative views relating to the other parent
  - Improving each parent's parenting skills and family communication skills
  - Facilitating and monitoring parenting time where appropriate
4. While the parents may have different views about the cause and reason for the breakdown of the child(ren)'s relationship with \_\_\_\_\_, they agree not only on the goals

and objectives defined, but also that they are each a part of the solution to meet these goals and objectives.

### **Role and Authority of the Therapist**

5. The parents have agreed that Ms. Sheldrick will determine the structure, frequency, duration, and participants in therapy. The parents have agreed to the involvement of the entire family, in various combinations, as directed by Ms. Sheldrick. The process will include meetings between Ms. Sheldrick and each of the parents, other household members (if appropriate), and the children, both individually and jointly.
6. Ms. Sheldrick 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 Ms. Sheldrick's role. Rather, Ms. Sheldrick will be assisting to implement the previously agreed to or court ordered parenting plan.
7. Ms. Sheldrick 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 counselling. The parents agree to sign all releases of information required by Ms. Sheldrick to implement the process. The parents shall provide all records, documentation, and information requested by Ms. Sheldrick.

### **Role of the Parents**

8. The parents have been advised that the counselling often requires them to make changes in their own behavior and parenting in order to support their child(ren)'s needs. Ms. Sheldrick may request specific changes in certain areas, such as, setting appropriate limits for the child(ren), encouraging the child(ren) to express their feelings and solve problems appropriately, listening to the child(ren)'s concerns and supporting their independent relationships, and shielding the child(ren) from parental conflict. The parents will make reasonable efforts to cooperate with Ms. Sheldrick's requests in these areas.
9. Both parents will support the counselling and Ms. Sheldrick to the child(ren). This includes respecting the child(ren)'s right not to discuss with the parents their sessions with Ms. Sheldrick. This will include not asking the child(ren) for information about their counselling sessions or parenting time with the other parent.
10. Given the risks of information being taken out of context or being incomplete, the parents agree that they or their counsel will not restate, summarize or paraphrase in court documents any feedback provided by Ms. Sheldrick to them or their child(ren). If necessary, they can request a report and Ms. Sheldrick will be responsible for communicating any feedback or information about the counseling process to the court.

## **Fees**

11. The clients shall pay all of Ms. Sheldrick's fees at a rate of \$120.00 per hour. A retainer of \$3,000.00 (25 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 therapeutic process and/or arising from the therapeutic 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). Also included are any unpaid fees charged retroactively from the time that services are initially requested and the file is opened. As the work done on the file is logged, there is a minimum fee of 6 minutes (0.1) charged for telephone calls and emails (outside of scheduling appointments).
12. \_\_\_\_\_ shall pay \$\_\_\_\_\_ and \_\_\_\_\_ shall pay \$\_\_\_\_\_ of the fees. At all times the parents shall maintain a retainer of at least \$240.00 (2 hours of service) in the account of Ms. Sheldrick who shall advise in advance when a further retainer is required.
13. The parents shall pay fees related to preparation for or attendance at court, which are billed at a rate of \$120.00 per hour. Fees for attendance at court and testifying at court are billed by a minimum half-day rate of \$480.00. Any court-related fees (i.e., preparation time, attendance and travel) will be provided in advance by retainer by the parent requesting Ms. Sheldrick'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.
14. A statement of account will be provided to the parents from time to time. If the above terms are not satisfied, Ms. Sheldrick will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of Ms. Sheldrick.

## **Cancellation Policy**

15. Unless there is an emergency, Ms. Sheldrick must receive twenty-four (24 hours) notice to cancel a scheduled appointment, otherwise a charge for one hour (\$120.00) will be applied to the account.

## **Reports**

16. Ms. Sheldrick may provide a report to the parents, lawyers, and the court describing the parents' and child(ren)'s progress and cooperation, including any obstacles that prevent the counseling from beginning or continuing. Recommendations may be provided

regarding additional services or counselling if that would be helpful for the child(ren) or family. Any opinions or recommendations reported will be limited in scope to matters for which Ms. Sheldrick has obtained sufficient information.

### **Confidentiality**

17. While Ms. Sheldrick is bound to maintain confidentiality and not disclose information to anyone not involved in the process, the parents understand that the process may involve sharing of information between those involved in this process and the court. Ms. Sheldrick may use her discretion to exchange information as necessary between parents, between the parents and the child(ren), and between the child(ren). Ms. Sheldrick shall be free to disclose all information, documentation and correspondence generated by the process with the lawyer for each parent and with the court. This signed agreement serves as the parents' informed consent for Ms. Sheldrick to obtain information from the court, counsel and both parents AND for Ms. Sheldrick to provide information received from all sources verbally or in a report to the court, counsel and the other parent. Ms. Sheldrick will always obtain informed written consent from the parents prior to discussing information with other agencies or community members.
18. The parents understand that Ms. Sheldrick is required to report to the appropriate child welfare authority if she has a reasonable suspicion that a child(ren) is being physically, sexually or emotionally abused or neglected. In addition, she is obliged to notify the proper authorities if she has a "reasonable suspicion" that a client may harm himself or herself or the other parent.

### **Termination of Service**

19. If either parent wishes to withdraw from the process, it is agreed that four (4) weeks notice will be given. During this period the parent that wishes to withdraw will continue to participate in counselling.
20. With consent in writing, both parents may withdraw from counselling.
21. Ms. Sheldrick may terminate service at any time if she determines it is no longer in the best interests of the children to continue with service.

**PRIOR TO SIGNING THIS AGREEMENT THE PARENTS HAVE BEEN ADVISED OF THEIR RIGHT TO SEEK INDEPENDENT LEGAL ADVICE. TO EVIDENCE THEIR AGREEMENT, THE PARENTS HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.**

\_\_\_\_\_  
Date                      Witness                      Parent

\_\_\_\_\_  
Date                      Witness                      Parent