

**FAMILY FOCUSED THERAPY: SERVICE AGREEMENT
(Therapeutic Reconciliation Agreement)**

Between: Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

And

_____ **And** _____
(Father) (Mother)

With regard to:

_____ D.O.B. _____

_____ D.O.B. _____

_____ D.O.B. _____

_____ D.O.B. _____

Purpose of Intervention:

1. Both parents have agreed that it is in the best interests of the child(ren) to have meaningful relationships with both of their parents. To meet this goal they have agreed to engage the therapy services of Linda Popielarczyk MSW, RSW, to support, improve and/or normalize the relationship between the child and both parents.
2. While the parents may have different views about the cause and reasons for the child(ren)'s resistance to spend time with a parent, they agree not only on the objective defined in #1, but also they understand they each are a part of the solution to meet that objective.

Role of the Therapist:

3. Both parents understand they will be engaged in the therapeutic work necessary to support the child's contact with his other parent. The therapist may provide consultation to each parent and may coach and educate each parent about ways to better communicate regarding the child(ren), and about ways to better communicate with each other about issues relating to their child(ren), all towards the goal of restoring/facilitating the child(ren)'s contact to the other parent.

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4. Both parents agree and understand that in the best interests of their child(ren) the role of the therapist will include the following:
 - a) Improving the relationship between the child and a rejected parent, which may include the following:
 - I. Assist the parents to fully understand the needs of the 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
 - II. Work with each family member to form appropriate parent-parent, parent-child, and caregiver-child roles and boundaries
 - III. Work with each parent and their child(ren) toward the goal of identifying and separating the child(ren)'s needs and views from the parent's needs and views
 - IV. Help each parent to identify valid concerns from overly rigid and generalized views of the other parent
 - V. Establish the necessary rules, guidelines, boundaries and behavioral expectations to maintain physical and emotional safety for the child(ren) at all times, including expectations regarding healthy interactions between family members, expectations for appropriate child discipline, setting of appropriate behavioral limitations, consensus regarding telephone contacts during scheduled parenting time, guidelines for behaviour during transitions and protocol for transition changes, consistent with any court order, minutes of settlement, or binding parenting plan
 - VI. Recommend and refer a parent, child(ren) and extended family, to other therapists if necessary, appropriate, and feasible; involvement of secondary professionals if deemed appropriate, necessary, and feasible to implement the scheduled parenting time, and to adequately support the reconciliation work
 - VII. Facilitate parenting time in a manner consistent with any existing Court Order, Arbitration Awards, Minutes of Settlement, or finalized parenting plan, having authority to accelerate or decelerate the schedule as deemed appropriate to meet the stated therapeutic goals. The therapist shall have sole authority to determine the extent to which her presence is necessary to facilitate the parenting time
 - VIII. Assist parents to resolve child related conflicts

Role of the Parents:

5. Both parents shall overtly support the therapy and the therapist to the child(ren). This includes respect the child(ren)'s right to privacy about his or her discussions with the therapist, or about their contact with their other parent. To this end the parents

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shall not probe the child(ren) for information about their therapy sessions or parenting time with the other parent. Each parent shall support the other parent's relationship with the child(ren) with limited inquiry about the activities they may have participated in, in an off-handed, non-judgmental, informal and positive manner.

6. During scheduled appointments involving the child(ren), with or without a parent, or during scheduled access time, the other parent shall refrain from scheduling desirable activities from which the child(ren) may feel excluded.
7. When parenting time between the child(ren) and the other parent resumes, parents shall agree upon, and then abide by the behavior protocol for transfers.
8. Neither parent will act fearful toward one another or portray to the child(ren) that the other parent is dangerous or unsafe.

Therapist's Scope of Authority:

9. The therapist will not be making decisions regarding the child(ren)'s time with each parent and/or legal decision-making. Rather, the therapist will be assisting to implement the previously agreed to and/or court ordered parenting plan dated _____ . Notwithstanding, it is understood that the therapist may direct the pace of parent-child contact, determine the details of transitions, and other contact related plans. The therapist may make therapeutic recommendations to the parents, lawyers and the court to the extent that the therapist has obtained sufficient information.
10. The parents have agreed to the involvement of the entire family, in various combinations, as directed by the therapist with 24 hours notice. The process shall include meetings between the therapist and each of the parents and the child(ren) individually and jointly as directed by the therapist. The process may include interviews and/or meetings with other family members, grandparents, stepparents, stepsiblings, and extended family if deemed necessary by the therapist.
11. The therapist may also choose to contact any other professionals involved with the family to both give and receive information to better meet the aforementioned objectives and goals of the therapy. Toward this end, the parents shall sign all releases of information required to implement the process within 24 hours of the request. The parents shall provide all records, documentation, and information requested by the therapist within 24 hours of the request.

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Engagement of Additional Treatment Professionals:

12. From time to time Ms. Popielarczyk may determine that it is in the best interests of the child(ren) for an additional professional to be engaged in the process, consistent with Item 4, a), vi. To the extent that an additional therapist is feasible, Ms. Popielarczyk will have the mandate to select him or her. Ms. Popielarczyk will also have the mandate to terminate other therapists involved in this process.

Terms of Agreement:

14. It is understood that the therapist shall have discretion to continue for at least _____ sessions. Upon completion of _____ sessions, the therapist in consultation with the parents and their legal counsel will determine whether the therapy shall continue. In the event that all parties are satisfied to continue, the terms of this contract shall be renewed.

If, at the end of _____ sessions, either parent wishes to terminate involvement in family therapy, they will first consult with their counsel, and thereafter provide notice to the therapist and the other parent in writing. In the event that there is a dispute regarding the continuation of the therapy, the parents, with the assistance of counsel, may consider their options including returning the matter before the Court for further direction.

In the event that either parent wishes to continue family focused therapy, but terminate the services of Ms. Popielarczyk, this parent will provide written notice to the therapist and the other parent. The parents shall attempt, with the assistance of counsel, to agree upon an alternate to replace Ms. Popielarczyk. If the parents are unable to agree within 30 days, the matter shall be clarified by the Court.

15. Neither parent may *unilaterally* withdraw from this Agreement prior to the completion of the term identified in #14 (_____ sessions). However with their *joint* consent in writing, both parents may terminate this Agreement; or upon written notice to the therapist by the case manager, PC, arbitrator or court.

16. The therapist may resign any time she determines the resignation to be in the best interests of the child(ren) and will make a referral to another therapist after giving 4 weeks notice.

In the event that the therapist is terminated or resigns, she will prepare a written summary of the services provided to date, which may include her observations of all of the parties involved, any recommendations or proposals that were made and recommendations for further treatment. This written summary may be provided to the

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replacement therapist, and/or the mediator/arbitrator or the court, within 30 days of notice that the therapist has resigned or further services terminated, and the decision to do so will be at the discretion of the therapist upon consideration of the needs of the situation.

Confidentiality:

17. The parents understand that the process is not confidential. The therapist may use her discretion to exchange information as necessary between parents, between the parents and the child(ren), and between the children where more than one child is participating.

In addition, the therapist may disclose all information, documentation and correspondence generated by the process to counsel for each parent and to the Court. The therapist may speak with the lawyers regarding their client on an ex parte basis.

This signed agreement serves as the parents' informed consent for the therapist to obtain information from the Court, mediator/arbitrator, counsel and both parents as required, AND for the therapist to provide information received from all sources to the Court, mediator/arbitrator, counsel and the other parent, as deemed by this therapist as appropriate and/or necessary.

18. The parents understand that the therapist is required to report to the appropriate child welfare authority (i.e., Metropolitan Child's Aid Society, Catholic Child's Aid Society, or Jewish Child & Family Service) if she has a reasonable suspicion that a child(ren) is being abused and/or neglected. In addition, the therapist is obliged to notify the proper authorities if she has a "reasonable suspicion" that a client may harm himself or herself or another person.

Fees:

19. Father and Mother shall pay all of the costs associated with the therapy at a rate of \$_____ per hour. Fees are applied to all time expended in any/all professional activities, including administrative matters. This includes time spent in reviewing documents and correspondence, writing memos to the file, writing reports, voice-mail, e-mail, meetings, and contacts/telephone calls with the parents, their counsel and other professionals involved. Also included are any unpaid fees charged retroactively from the time that 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.

20. In the event that the therapist is called to court, fees related to preparation for court are billed at \$_____ hour plus HST. Fees for testifying in court are

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billed by minimum half-day rate of \$_____. Court-related fees (i.e., preparation time, attendance and travel) shall be paid by retainer in advance of any services rendered, by the parent requesting the therapist's attendance at court. A separate contract for these services (detailing cancellation policy etc.) will apply and be provided at the time of any request. Fees related to preparation for court will be billed at the prevailing rate for Ms. Popielarczyk's services following closure of the case.

21. The fees shall be paid by (name of parent/s as applicable) _____ . An initial total retainer for 20 hours, a total of \$_____, shall be paid prior to the commencement of services, shared by parents in the proportions agreed upon. A statement of account will be provided to the parents approximately monthly. The parents shall be advised when further retainer is required. Non-payment of fees shall be grounds for the postponement of services, or the resignation of Ms. Popielarczyk.

22. Appointments cancelled without at least 48 (forty-eight) hours advance notices shall be charged at full fee. Monday and Tuesday appointments must be cancelled by 5:00 p.m. on the previous Friday. **Each parent shall be responsible for bills arising from his or her own cancellation with insufficient notice and/or failure to attend a scheduled appointment irrespective of the agreement in Item 21, above.**

IN SIGNING THIS AGREEMENT THE PARENTS ACKNOWLEDGE THEY HAVE RECEIVED INDEPENDENT LEGAL ADVICE. TO EVIDENCE THEIR AGREEMENT, MOTHER AND FATHER HAVE SIGNED THIS DOCUMENT BEFORE COUNSEL:

DATE: _____ MOTHER: _____

DATE: _____
COUNSEL FOR MOTHER

DATE: _____ FATHER: _____

DATE: _____
COUNSEL FOR FATHER