



## **Collaborative Family Professional 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. The role may include:

#### **(a) The Separation Coach**

- Helps clients clarify their concerns;
- Helps clients manage their emotions;
- Helps clients develop effective communication skills and reinforce those skills;
- Helps clients develop effective co- parenting skills; and
- Helps clients develop a parenting plan.

#### **(b) The Child Consultant**

- Is neutral;
- Listens to each child;
- Sensitizes parents to the needs of each child in the context of the divorce; and
- Provides information to parents to help them in the development of their parenting plan.

#### **(c) The Facilitator**

- Is neutral
- Helps members of the Collaborative team to communicate more effectively at and between meetings
- Helps manage client emotions to enable the process to be more productive and resolution-focused

Although the work may continue when the legal intervention is completed, Collaborative Family Professionals remain focused on assisting family members with the separation related issues.

### **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 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 to keep confidential unless the Child Consultant 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 is required to disclose information. Information will be disclosed to appropriate authorities if the Collaborative Family Professional deems there is risk of harm to self or another person, or as required by law. The service record shall remain the property of the Collaborative Family Professional. Information obtained about persons served will be used for the Collaborative process, payment collection and at times, satisfaction surveys. Non-identifying information may be used for statistical, research or teaching purposes without identifying information.

### **5. 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.

## 6. Appointments:

Client time and billing begins at the scheduled appointment time. Missed appointments and appointments cancelled with less than 48 hours notice (not including weekends), will be billed at the hourly rate to the client directly.

## 7. Fees:

As a social worker, I am respectful of people's different income levels. As such, the fee is set on a fee-for-service basis using a sliding scale that ranges from \$150 - \$400 per hour. The actual fee then is determined by your joint income, or may be determined by your assets. You will be charged from the beginning of the scheduled appointment time, even if you are late. Further, time will be taken at the beginning of the first meeting for me to present my qualifications, experience and approach to counselling so that service is provided on an informed basis. This is deemed part of the time provided and billed for.

A retainer based on 10 hours of service at the respective rate above is required prior to commencing. Billing will be on basis of actual time spent on any activity related to the assessment critique service, charged at the rate as per the fee schedule below, plus GST. You will be billed for any activity directed to your case. If less time is taken than covered by the retainer, a refund will be issued. If more time is required than covered by the retainer, the mediator may ask for additional funds to be provided before continuing the mediation.

Fee Schedule (based on joint income):

Income	Fee/hour
0 - \$75,000	\$150.00
\$75,000 - \$100,000	\$175.00
\$100,000 - \$125,000	\$200.00
\$125,000 - \$150,000	\$225.00
\$150,000 - \$175,000	\$250.00
\$175,000 - \$200,000	\$275.00
\$200,000 - \$250,000	\$300.00
\$250,000 - \$350,000	\$350.00
\$350,000 +	\$400.00

Third Party Payments (EAP and other Benefit Providers):

Please be advised that I do not accept payment by third party payers (benefit or EAP providers) whatsoever. People are directly responsible for payment of services as per the information above at the time of service. A receipt will be provided with which persons can seek reimbursement from their EAP or benefit provider. I take no responsibility for your reimbursement. Reimbursement remains a matter between you and your benefit or EAP provider.

If you do seek reimbursement through your benefit or EAP provider and I am called to verify the charge, I will do so with your implied consent. My disclosure will be limited to advising of my credentials as well as verifying the billing information, service provided and persons served. Please note, service associated with Collaborative Family Practice is considered a clinical-legal service and may not be covered. No information regarding the nature or content of information discussed will be provided without signed consent, for which you will be charged as per the time required.

**8. 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 and accept our responsibilities. Further, Gary Direnfeld has presented his qualifications, experience and approach to service. We agree to enter into service with him knowing we can terminate service as per the terms herein. We also agree not bring any actions for damages or any other claims of any kind or character against Gary Direnfeld for any acts or omissions.

Dated on: Day\_\_\_\_, Month\_\_\_\_\_, Year: 20\_\_\_\_

Clients:

Collaborative Family Professional(s):

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Gary Direnfeld, MSW, RSW

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