



Clinical Evaluative Consultation

Referral Form

(To be reviewed and completed by both parents with their respective lawyer.)

Instructions:

1. Lawyer and client read the information herein and complete the forms herein together.
2. Parties and lawyers make arrangements for payment of retainer.
3. Lawyers submit retainer and materials (pleadings, Orders, current agreements) to the evaluator.
4. The evaluator thereafter will contact the parties to commence the service process.
5. In the event of questions arising, the lawyer(s) should call for clarification.

Please note, referrals are NOT accepted for this service from persons who are self represented.

The referral for service MUST come from a lawyer and both parties must maintain their legal representation throughout the assessment process. If a party dismisses the lawyer during the assessment process, service may be terminated at the sole discretion of the assessor.

When separated parents cannot agree on the residential arrangement for their children between them or how conflicting decisions should be settled, many turn to the Court seeking an Order determining the residential arrangement and who would have decision making authority for what.

To guide the Court, many of these same parents would participate in a custody and access assessment. Therein a clinical investigator (typically a social worker or psychologist) would interview the parents, speak with and observe the children with the parents, obtain additional information from other sources and then write an extensive report concluding with recommendations on the matters of custody and access. Whereas some parents would settle their dispute on the basis of the recommendations, for others, the report and recommendations only serve to fuel their dispute in litigation.

A Clinical Evaluative Consultation (CEC) takes the process of a custody and access assessment, but keeps it out of a Court or arbitration with the aim of facilitating settlement. Rather than concluding with a written report available for litigation, the CEC concludes with a verbal disclosure meeting and settlement meeting combined. It is attended by both parents and their lawyers. The entire process is closed, meaning nothing can be used for Court or arbitration purposes. There will be no written report and the clinical investigator cannot be called to testify in the event this matter proceeds to a trial or arbitration.

The benefit of the closed process is that parents as well as the clinical investigator can speak very freely about the matters at hand without concern that it may be used against anyone at Court or arbitration. The process allows the parents to obtain important and impartial information about themselves, their children and their situation so they the parents can retain control of the outcome – their settlement. The process provides the parents important insights as to how this matter would be viewed in a traditional custody/access assessment and likely outcomes if the matter were to proceed to Court.

General Description of Process and Costs:

1. The evaluator may be contacted by one or both lawyers to make a referral for service. Contact may be by telephone with one lawyer, conference call with both lawyers or by written submission by letter/email with content agreed upon by both lawyers. Parents should not phone directly for this service as this may be perceived as leading to bias by the other parent or party and could actually undermine the referral.
2. Based upon a discussion of the request for service, a letter or email will be provided if the referral has been accepted. This letter must be shared between the lawyers and parties subject to the evaluation.
3. A copy of the pleadings brief and Court Orders are required prior to interviews with the parties if a Court action has begun.
4. Disclosure and transmittal of all records from any agency, physician, CAS, or hospital that has had involvement with the family is required if requested by the evaluator. Both parents may be required to undertake a criminal reference check and provide a police report. School records are required for school age children. Written information from interested third parties may also be requested. Lawyers may be asked to make provision for release, disclosure, transmittal and costs of reports as set out above. Third party reports may be required in advance of setting appointments. Additional information can be requested and required at any point during the service process.
5. After receipt of all pertinent information, appointments will then be set with parents and children. Generally for custody and access evaluations, two meetings are held with each parent separately, and two interviews with the children as brought by one parent and then the other parent. Home visits can be required at the discretion of the evaluator. Subsequent and other interviews will be scheduled as required. In the event a settlement can be reached during the process of the evaluation, this may be encouraged.
6. Following collection of the reports and interviews, a verbal disclosure meeting is held with the lawyers and parties to inform of information obtained, issues identified and proposed solutions/suggestions.

7. On average, 15 to 20 hours are required to complete evaluations inclusive of the verbal disclosure meeting. The cost of evaluation is based on an hourly fee as per the sliding fee schedule below. Travel time will also be billed at the hourly rate plus \$0.60/km.
8. A retainer based on 20 hours of service, plus HST, is required prior to commencing service. In the event the actual cost is less than the retainer, then a refund will be issued. If the cost is more than the retainer, then more funds will be required prior to the verbal disclosure meeting.
9. The lawyers or parties must determine how the cost of the service will be paid. Cheque(s) or cash must be provided and no action will be taken on the file until funds are cleared.
10. The lawyers and parties agree that Gary Direnfeld will not be called to Court for matters concerning this service or any matter concerning the clients subject to this service and will not be called upon to produce a report and will not have his records subpoenaed for any purpose.
11. Gary Direnfeld shall be entitled to retain independent legal counsel and to be compensated for the cost thereof on a substantial indemnity basis in circumstances where in his sole and arbitrary determination, his integrity, independence, and quality of service are called into question or in any circumstance where he is required to attend and answer questions in accordance with any subpoena, Order or any other request, whether requiring attendance in person or by any other means such as correspondence, fax, email or telephone.
12. Lawyers and parties 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 in the course of carrying out his duties. Lawyers and parties agree to waive any and all rights to address any issue against Gary Direnfeld through any Court or any other process not here specifically contemplated in this or any other jurisdiction.
13. Assuming cooperation from the parties, evaluations are generally completed within 6 to 10 weeks after clearing of the retainer cheque and receipt of all required reports.
14. The parties must execute the Clinical Evaluative Consultation form at our first meeting. (See Appendix One in the CEC Referral Form)

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. Appointments cancelled with less than 48 hours (two business days) will be billed for one hour. 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 30 hours of service at the respective rate as per the fee schedule below, is required prior to commencing. Billing will be on basis of actual time spent on any activity related to the service, charged at the rate as per above, plus HST. 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 service provider may ask for additional funds to be provided before continuing the process.

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, mediation is 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.

Hours of Availability:

Daytime appointments are available Monday through Friday (except Friday afternoon). Evening appointments are available Monday through Thursday. I typically set my appointment times for 9:30 am, 1:30 pm and 7:00 pm. I do not offer weekend appointments. Summer hours may be restricted - please ask.

Referral Information (This must be received from both parents separately.)

Lawyer Information	Lawyer for Mother	Lawyer for Father
Name		
Address		
City		
Province		
Postal Code		
Telephone		
Fax		
Email		

Parent Information	Mother	Father
Name		
Address		
City		
Province		
Postal Code		
Telephone		
Email		

Child's Name	Date of Birth	Current Age

Please circle yes or no

Do you have a Parenting Plan?	Yes	No
Is there a Separation Agreement?	Yes	No
Is there a Court Order in effect?	Yes	No
Has another assessment ever been conducted?	Yes	No
Have criminal charges been laid against either parent?	Yes	No
Has either parent been convicted of a criminal offence?	Yes	No

If there has been a charge or conviction of a criminal offence, please describe:

Reason for Evaluation:

Current residential schedule:

Key: Use "M" for Mother and "F" for Father

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Description:

Location of pick-ups: _____

Location of drop-offs: _____

Transportation arrangements for the children between the parents are as follows:

Description of current custody agreement:

Description of current holiday agreements:

Description of current school arrangements:

Description of any restraining orders, bail or parole conditions currently in effect:

Brief description of current issues:

Retainer calculation:

Mother's annual gross income	
Father's annual gross income	
Combined income	
Hourly fee as per the fee schedule above	
Total retainer (30 hours x hourly fee)	
HST (13%)	
Total retainer with HST	

Name of person completing this form

Date

Please append a copy existing agreements, Court Orders, assessments, bail notices or conviction notices to this form.

Certificates of Independent Legal Advice

Client Certificate:

I (name of parent) _____, of (name of city and Province) _____, _____, certify that I have received Independent Legal Advice with regard to the information provided within the Clinical Evaluative Consultation Referral Form and agree to the terms and/or processes therein. I understand that while I may not be satisfied with any recommendations, guidance or results or outcomes, such will be provided with regard to the best interests of my children. I understand there is no recoding or posting of content or comments in any form or media by clients or their proxy although Gary Direnfeld may record any/all conversations at his discretion solely for accountability purposes in the event an issue with service arises. I also understand that I waive any and all rights to address any issue against Gary Direnfeld through any Court or any other process not here specifically contemplated in this or any other jurisdiction. Notwithstanding, if I do bring any claim for any reason at any time against Mr. Direnfeld, he may hire a lawyer at his sole discretion to defend himself and I will be responsible for any and all costs related to his defense, regardless of the outcome. Lastly, I understand and agree that the Clinical Evaluative Consultation is a closed process meaning it cannot be used in a Court process and that Gary Direnfeld cannot be called to Court under any circumstances and his clinical records shall also remain closed and private.

Print Name of Parent

Signature of Parent

Lawyer Certificate:

I (name of lawyer), _____, of (name of city and Province), _____, _____, certify that I have provided Independent Legal Advice to the above named as my client, with regard to the information provided within the Child Custody and Access Assessments Parenting Capacity Assessments, Referral Form. I have fully explained the nature and effect of the terms and/or processes therein and I am satisfied that my client understands the nature and effect of the process being entered into and that my client is entering into this process knowingly and voluntarily.

Print Name of Lawyer

Signature of Lawyer

Name of Law Firm

Address

Date this form was executed.