

**AGREEMENT**

**- Between-**

**MOTHER**

**- And -**

**FATHER**

**RE: PARENT-CHILD REUNIFICATION COUNSELLING**

The parties (also referred to as “parents” in this agreement) are the Mother and Father of the following children:

\_\_\_\_\_, born \_\_\_\_\_

\_\_\_\_\_, born \_\_\_\_\_

\_\_\_\_\_, born \_\_\_\_\_

1. We both believe that it is in the best interest of our child(ren) to have a meaningful relationship with both of us. We both agree that, where such contact is not occurring, it is in the children's best interest to attempt to introduce/reinstate such contact.

2. We hereby retain the services of \_\_\_\_\_ to act as a Counsellor for us and our children to help facilitate and restore contact between the child(ren) and their Mother/Father in accordance with the terms of our Separation Agreement/Parenting Plan/Court Order, dated \_\_\_\_\_.

3. We affirm our willingness to cooperate with \_\_\_\_\_ (‘Counsellor’) in working with us and with our children toward our shared goal as stated in par. 1 above. We understand that both our participation and cooperation is necessary for achieving that goal.

4. We understand that the role of the Counsellor includes coaching and educating us regarding such issues as ways to communicate about the children; children's needs; parenting in separation; prioritizing children's needs over our own; managing conflict and any other issues that may be relevant to our family situation. It involves also counselling our child(ren) regarding living in a separated family.

5. The Counsellor may, subject to her own determination, work with our family as a whole and/or in different combinations, such as:

- a) meet with each parent individually;
- b) meet with the parents together;
- c) meet with the child(dren) alone and/or together with each of the parents;
- d) meet with the whole family, if relevant to do so;
- e) meet with other family members, if deemed necessary by the Counsellor;

6. We both agree to fully and openly support the counselling process to the child(ren). This includes respecting the children's right *not* to discuss their sessions with us. We agree to bring the children to all appointments that have been scheduled in the process.

7. The Counsellor will not have any authority to make decisions regarding children's time with each parent. Her role is only to assist in *implementing* the previously agreed and/or court ordered parenting plan referred

to in par. 2 above. However, during her involvement with us, and having regard to the needs and best interests of the child(ren) the Counsellor shall have the authority to determine the following:  
(check and initial as applicable):

- Manner and location of transitions from one parent to the other
  - Pacing of the parent-child contact
  - Involvement of any third parties in the parent-child contact
  - Other: \_\_\_\_\_
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8. The Counsellor may communicate with other professionals involved with our family. Such communications are intended to both give and receive information for purposes of meeting the objectives of the counselling. We agree to provide our written consent for the Counsellor to communicate with relevant professionals. Additionally, we agree to provide all relevant records, reports and documents as may be requested by the Counsellor.

9. The counselling shall continue for a minimum of:  
(check and initial as applicable).

- \_\_\_\_\_ months;
- \_\_\_\_\_ sessions;
- as determined by the Counsellor in consultation with us

10. If either of us wishes to withdraw from the process, we must provide 30 days' notice in writing to the Counsellor and to the other parent. We will continue to participate in the process during this notification period. If the Counsellor wishes to withdraw from the process, she must give us 30 days' notice in writing. The Counsellor will make a referral to another qualified professional, if we so request.

11. We understand that the counselling is *not confidential*. This means that the Counsellor may exchange relevant information between parents, between parents and the children and between the children. She is permitted to disclose all information, documentation and correspondence with our lawyers and with the Court. Unless otherwise agreed at the outset of this process, the Counsellor may communicate with our lawyers *ex-parte*. This signed agreement serves as our informed consent for the Counsellor to obtain information from the Court, from our lawyers and both parents *and* as our informed consent for the Counsellor to provide information received from all sources to the Court, our lawyers and the other parent.

12. Upon request of either of us, or if so ordered by the Court, the Counsellor shall issue a report regarding her work with us and our children. Copies will be provided to us, our lawyers and the Court. The report may be submitted as evidence in legal proceedings between us and the Counsellor may be called to testify.

13. We understand that the Counsellor has a duty under provincial law to report to appropriate child welfare authority if she believes that a child/children may be in need of protection. 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.

14. The fee for the counselling is at a rate of \$ \_\_\_\_\_ per hour plus any applicable taxes. Fees are applied to all time expended in professional activities associated with the process, including administrative matters. This includes time spent in reviewing documents and correspondence, e-mail and telephone communications, meetings 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. Additionally, we are required to pay the Counsellor's disbursement costs, such as long-distance

telephone, travel costs as well as any costs incurred in obtaining verbal and/or written reports from collateral professionals and agencies.

15. Fees related to preparation for court are billed at \$ \_\_\_\_\_ per hour. Fees for testifying are billed at \$ \_\_\_\_\_ for half a day, or any portion thereof. All court related fees shall be paid for by the party that requires the Counsellor’s attendance. Such fees are payable by way of retainer in advance of any services rendered. Cancellation fees will apply.

16. We will share the cost of the counselling as follows:

Mother pays \_\_\_\_\_%; and Father pays \_\_\_\_\_% of the costs.

17. We agree to provide the Counsellor a retainer in the total amount of \$ \_\_\_\_\_ along with this signed Agreement. We agree to replenish the retainer as requested by the Counsellor. The amount of \$ \_\_\_\_\_ shall be maintained in the account and will be returned to us with the final account, less any fees and/or disbursement costs owing. The Counsellor will provide us periodic account statements detailing costs against the retainer.

18. Non-payment of fees shall be grounds for the Counsellor’s resignation though she may allow us a reasonable period of time to satisfy the account before resigning. The Counsellor is not required to provide any services to us until the retainer terms are met.

19. If one parent fails to provide his/her share of the retainer, the other parent has the option to pay the full amount of the retainer. The parent who overpaid his/her share shall have the option to seek court enforcement regarding the payment terms of this Agreement.

20. The Counsellor may charge us a fee equal to one hour’s fee for any appointment that is cancelled with less than 24 business hours’ notice. Each parent is responsible for any charges arising from his/her own cancellation with insufficient notice and/or failure to attend a scheduled appointment.

**INDEPENDENT LEGAL ADVICE**

**We each acknowledge that we have had the opportunity to consult with our separate lawyers regarding this Agreement before signing below. We attach to this Agreement our respective lawyer’s Certificate of Independent Legal Advice attesting to the same.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mother

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Father