

FAMILY PROFESSIONAL SERVICE AGREEMENT

This is an agreement made between:

And:

“The Clients”

And:

“The Family Professional”

1. THE ROLE OF THE FAMILY PROFESSIONAL

The Family Professional works with the clients to:

- Identify and prioritize the concerns of each client.
- Facilitate effective communication between the clients.
- Develop effective co-parenting skills.
- Develop a Parenting Plan as required. (In this event, the parents will be asked to sign a Closed Mediation Service Agreement that will outline the mediation process. This additional service agreement will be shared with the collaborative lawyers and the parents will continue to operate under the collaborative law agreement while in the mediation process.)

The Family Professional works with the clients and other collaborative team members to:

- Enhance communication and reduce misunderstandings.
- Facilitate the collaborative process and everyone’s best efforts towards resolution.

2. CONFIDENTIALITY

The services provided are confidential and the clients must provide written consent for the release of any information to any party who is not a Collaborative Team Professional.

Where individual meetings are held with the clients, the Family Professional will have the right to disclose the content of the individual sessions to the other client unless specifically agreed between the client and the Family Professional.

When other Collaborative Team Professionals are engaged, both clients consent to the exchange of information between the Family Professional and other Collaborative Team Professionals. The clients will be asked to sign an initial Consent to Exchange Information form that identifies the Collaborative Professionals involved and the methods by which this communication can take place.

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, will remain confidential and may not be used in any court proceedings.

The clients agree that they will not require the Family Professional, by subpoena or otherwise, to testify as a witness and/or to produce her records or notes in any subsequent litigation.

If either client subpoenas the 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 Family Professional to quash the said subpoena.

3. INDEPENDENT LEGAL ADVICE

The clients are responsible for obtaining legal advice from their collaborative lawyers. The clients agree that any communications by the Family Professional, either verbally or in writing, are not to be construed as legal advice.

4. INVOLVEMENT OF CHILDREN

Should the clients request that the Family Professional meet with the children, they agree that the Family Professional will only provide them with verbal feedback about the children's concerns or thoughts. The clients understand and agree that the Family Professional will not provide verbatim comments from the children, nor will she provide a written report.

Although the Family Professional will encourage open communication between the children and their parents, the clients agree that the Family Professional will not release information to the parents or to anyone, that the children have asked her to keep confidential, unless she has reason to believe that the children's safety is in danger.

5. LIMITS OF CONFIDENTIALITY

The clients have been made aware that in certain limited circumstances the Family Professional is required by law to disclose client information. These circumstances include reporting suspicions of child abuse to the Children's Aid Society; reporting information that suggests an actual or potential danger to human life or safety to the appropriate authorities; providing information to the courts as directed through subpoena, search warrant, or other legal order.

6. FEES

- 1.) The clients shall pay all of the costs of the Family Professional at a rate of \$____ per hour. Fees are applied to all time expended in any/all professional activities, including administrative matters associated with the collaborative process and/or arising from the collaborative process. This includes time spent in reviewing documents and correspondence, voice-mail, e-mail, 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). As the work done on the file is logged, there is a minimum fee of 5 minutes charged for telephone calls and emails. Also included are any unpaid fees charged retroactively from the time that our services are initially requested and the file is opened. Note that insurance companies may not cover fees paid for collaborative family professional services.
- 2.) _____ shall pay ____% and _____ shall pay ____% of the fees. Each client will provide a retainer of \$ _____ to the Family Professional. At all times each client shall maintain a retainer of at least \$ _____ in the account of the Family Professional, who shall advise in advance when a further retainer is required. If the above terms are not satisfied, the Family Professional will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of the Family Professional.
- 3.) The clients will be billed for an appointment in which there is less than 48 (forty-eight) business hours' (i.e., two business days) notice prior to cancellation/no show.
- 4.) The clients will billed at the rate of \$____ for travel time.
- 5.) In the event of a decision to withdraw from the collaborative process, all incurred fees are due and payable within 30 days of the invoice.

7. CANCELLATION FEES

Your appointment time is set aside exclusively for you. If you are unable to attend your appointment please give as much notice as possible. A fee of \$0.00 will be charged for any session cancelled without a minimum of 48 hours notice. The clients agree that each will be responsible for payment of the cancellation fee arising from their own cancellation with insufficient notice and/or failure to attend a scheduled appointment.

8. COMMUNICATION BY E-MAIL

In order to contain costs, you are encouraged to limit the use of e-mail to the Family Professional directly or by way of a copy. In the event that you find it necessary to communicate with the Family Professional by e-mail, please ensure that such e-mails are copied to the other client. Should you request that information be transmitted by email or fax, you will be asked for your written consent to do so.

9. WITHDRAWAL FROM THE COLLABORATIVE LAW 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 Family Professional, and all collaborative team members, in writing, about the decision to end the collaborative process.

If either client decides to withdraw from the collaborative process, the clients acknowledge and understand that any agreements reached in mediation are not legally binding without the completion of a separation agreement with legal counsel.

The Family Professional reserves the right to withdraw from the case for any reason. Non-payment of accounts will automatically result in the Family Professional withdrawing from the case. Should the Family Professional decide to withdraw, she agrees to provide written notice of withdrawal to the clients and their lawyers. In this event, the Family Professional will make every effort to provide referrals to other Family Professionals and to facilitate the engagement of a new Family Professional.

I HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS. THIS AGREEMENT MAY BE EXECUTED BY THE CLIENTS SEPARATELY OR SIGNED BY THE CLIENTS ON SEPARATE DATES. THE SEPARATE AGREEMENTS TOGETHER CONSTITUTE ONE AND THE SAME DOCUMENT.

Signature

Date

Signature

Date

Name of Family Professional

Date