

RETAINER AGREEMENT

PARENTING PLAN ASSESSMENT

RE: _____

1. It is agreed that Linda Popielarczyk, MSW, RSW, Acc.FM, is retained to act as the assessor with respect to the following issues:

- i. Custody of and/or access to the child(ren) of the marriage/relationship
- ii. Parenting arrangements for the child(ren)

2. It is acknowledged that the assessor is an impartial third party whose role is to offer recommendations with respect to the parenting arrangements. This signed agreement serves as acknowledgement that both parents and counsel have reviewed and accepted the assessor's qualifications as adequate to perform the assessment.

3. Reasonable steps are taken to minimize the distress associated with the assessment process. Nevertheless, though most cases are resolved without judicial intervention, we must presume there will be a trial and conduct ourselves accordingly. In order to perform the Court function, the assessor must be an examiner rather than a therapist. As an assessor, one is expected to carefully examine assertions made by family members participating in the assessment. This means that information you provide will be closely questioned. Your cooperation will be expected as verification of assertions made by you is sought. You will also be given the opportunity to respond to relevant assertions made by the other parent.

4. In conducting the assessment, the assessor will meet with the parents for individual sessions, and may also arrange joint sessions. Depending on the age of the children, a family meeting may be conducted to introduce the children to the assessment process. Additionally, the child(ren) shall be seen individually, together with their siblings, observed during a home visit, and with each parent during office visits, at the discretion of the assessor.

5. It is further understood that the assessor may include in the assessment process any other significant third parties, such as new partners (step-parents and common-law partners), stepsiblings, grandparents, other relatives, legal counsel, or other significantly involved persons as deemed necessary. Inclusion of third parties will be discussed with the parents beforehand, and parents will provide the appropriate signed consents upon request.

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6. Psychological testing may be required as an adjunct to this assessment. The decision to obtain psychological testing will be made by the assessor. In such a case, a duly qualified psychologist, or psychological associate appropriately supervised, shall undertake to interview, administer, and interpret test materials, and may provide feedback in relation to any psychological testing of the parents and/or children and interpret any psychological testing. A psychiatric evaluation may also be requested at the discretion of the assessor.

7. On average, assessments typically take between 40 to 50 hours and between four and five months to complete. This may vary from family to family.

8. It is agreed that the parents will make full disclosure of all relevant information reasonably required for the assessor to understand the issues being assessed. Parents being evaluated agree to execute any Releases of Information necessary for me to obtain information from professional collateral sources (e.g., teachers, coaches, therapists, pediatricians, physicians, etc.), which in my judgment may have information bearing on the subject of the assessment. The assessor may obtain information from relevant sources and may consult such persons and read such reports, records or documents, as they deem necessary for arriving at the recommendations following consultation with the parents. In most cases, information needed from professionals will be obtained by telephone interview and/or by a review of their written reports.

9. Neither party nor anyone acting on their behalf will take any fresh steps in the legal proceedings between the parents with respect to those issues that are being assessed subject to an incident of emergency.

10. This signed agreement serves as the parents' informed consent for the assessor to obtain information from the Court, counsel and both parents AND for the assessor to provide information received from all sources to the Court, counsel and the other parent.

11. The assessor is required by law to report to the proper authority and/or child welfare agency if there is a "reasonable suspicion" that a party may harm himself or herself or the other parent, or that a child is being abused, harmed or neglected. Any report made by the assessor must not be interpreted as support for the individual who has made the allegations, or as an indication that she disapproves of the alleged actions of the person accused. It must not be inferred that in reporting such allegations the assessor finds them credible.

12. There is no confidentiality or privilege in a custody/access assessment. Any and all of the information provided by each parent may be shared with the other parent and with others in the assessment (including where necessary and appropriate, children and collateral sources). By presenting information to others, verification of information provided can be sought and the other party can be afforded the opportunity to respond to allegations that may have been made.

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13. Statements made by children may be cited in the feedback and/or Report. Do not tell your child(ren) that what they say to the assessor is confidential.

14. The assessor shall prepare a Parenting Plan that details the recommendations. These recommendations will be provided along with verbal feedback of the findings and conclusions to both counsel and the parents.

15. The recommendations and findings may provide a basis for a settlement. The parents are advised to obtain independent legal advice, preferably before the assessment commences, but in any event, before a final agreement is reached to ensure that they are fully informed of their legal rights and obligations and the legal implication of such an agreement.

16. If the parents cannot come to a settlement on the basis of the verbal feedback and written recommendations (that is, the Parenting Plan), a comprehensive assessment report may be provided upon request. The assessor will begin the Report when the estimated retainer has been received in full. Copies of the Report shall be distributed to counsel, both parents, and the Court.

17. The cost of the final comprehensive report will be shared by the parents, as with the assessment cost, unless otherwise agreed to and determined at the start of the assessment process.

18. It is agreed that:

- i. The hourly rate is \$_____ per hour.
- ii. The assessment fees shall be paid as follows:

A retainer for 40-hours is requested at the start of the assessment, and shall be shared evenly by the parents unless otherwise arranged. In the event that fees are paid by one of the parents, initially fronted or otherwise, this shall not subsequently be deemed to affect the ability of the assessor to objectively fulfill her mandate, nor be construed as grounds to question the conclusions or recommendations of the assessor.

Additional retainers may be requested by the assessor as needed to complete the assessment. The assessor is not obliged to proceed until such retainers are paid.

Fees may be paid by cheque, email transfer; or by VISA/MC.

iii. Fees are applied to all time expended in any/all professional activities, including administrative matters associated with the assessment process and/or arising from the assessment process. This includes fees charged retroactively from the time that services are initially requested and the file is opened.

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- iv. A non-refundable administrative fee equivalent to two-hours, payable by each parent in accordance with the proportions that they have agreed to, shall be applied to cover the administrative costs associated with the file, including but not limited to the time required to open the file, process Consent forms and cover letters. Accordingly there shall be no further charges for the assessor's time in connection with administration.
 - v. Telephone calls in between sessions with the clients in excess of 5 minutes may be billed at the usual rate, and will be billed to the parent making those calls.
 - vi. Reviewing written material and lengthy voicemail will be billed. Similarly, the time required for email responses will be billed, with the exception of emails limited to scheduling issues.
 - vii. Disbursements may be paid as required to collateral sources for verbal and written reports and agency/hospital reports.
 - viii. In the event interim accounts are sent out to the parents, payment shall be due upon receipt of said account.
 - ix. Interest will be charged on all accounts outstanding after 30 (thirty) days from the time the account is rendered.
19. The clients will be billed for an appointment in which there is less than forty-eight (48) business hours' notice prior to cancellation. The parents will each be responsible for bills arising from his/her own cancellation.
20. Any formal report or Parenting Plan will not be released until all outstanding professional fees and disbursements related to the Assessment have been paid.
21. The assessor may be called by either client in a legal proceeding and would be open to cross-examination by either counsel. In the event the assessor is called to court a separate fee shall be required for preparation and attendance. The party who is calling the assessor to testify shall pay this fee in advance. However, in the case of a Court-Ordered Assessment the fee for testifying and preparation shall be paid in the same way the assessment has been paid for or otherwise according to the Court's direction and Court Order.

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22. Each of the undersigned acknowledges that he/she has read this Retainer Contract and agrees to be bound by the terms herein.

DATED at Toronto, this day of _____, 20_____.

Mother

Witness

Father

Witness

Linda Popielarczyk, MSW, RSW

Witness