

THE PHOENIX CENTRE FOR CHILDREN AND FAMILIES



CONTRACT

Parent/Guardian Agreement for Service when custody is shared or being disputed.

Name of Child/Children _____

When the parents of a child are not living together and both parents have legal custody and/or there are legal proceedings to establish custody and/or legal custody has not been established we ask that this contract be signed as a condition of receiving service.

Therapy can only be effective if all parties are focused on the needs of the child. Unfortunately, custody issues can create a situation where parents are in conflict and information is being sought to support one parent or another in court. In these cases, the needs of the child can be put aside and the therapeutic relationship between the therapist and child or the therapist and parent can become strained. One of our goals in treatment is not to take sides of any party, but use any information to help the child reach the goals set.

In order to prevent negative impact on any therapy it is crucial that we have every reassurance that there will be no involvement on our part in current or future litigation between the parents. This will insure that all parties are only focused on the needs of their child. We will also ensure when there is a request for information both parents/caregivers will receive the information.

In signing this contract, you agree to the following:

We wish to enlist The Phoenix Centre’s services in the treatment of our family. We recognize that such treatment will be compromised if information revealed therein may subsequently be brought to court in the course of any litigation.

Accordingly, I, as a parent of my child agree that I will neither individually nor jointly involve The Phoenix Centre in any litigation whatsoever. We will neither request nor require that The Phoenix Centre provide a testimony in court, either as an advocate or as an impartial party. We will neither request nor require that The Phoenix Centre documents might ultimately be used in the litigation. We will not require The Phoenix Centre to communicate with either of our attorneys in any manner, either verbally or in written form. In the event of the request for information from the Office of the Children’s Lawyer (OCL), with consent from both parties and/or child over the age of 12, we would provide only attendance and relevant information on goals and progress of treatment. In short, we strictly refrain from involving The Phoenix Centre in any litigation, in any way whatsoever, either directly or indirectly in relation to our child.

If the services of a mental health professional are considered desirable for the purposes of litigation, either as an advocate or as an impartial, the services of another agency other than The Phoenix Centre will be enlisted.

This contract is superseded by legislation in Child and Family Services Act of Ontario in the case of a child being in need of protection.

We have read the above, and are aware we have the right to discuss these provisions with any attorney that we may be involved with at the present time and agree to proceed with the therapy. *Please note, witness signatures are also mandatory.

Name of Parent _____ Name of Parent _____

Signature _____ Signature _____

Date _____ Date _____

*Witness _____ *Witness _____

Date _____ Date _____