

RETAINER AGREEMENT FOR PARENTING PLAN ASSESSMENT

Between:

And:

THE ABOVE NAMED PARTIES ACKNOWLEDGE THAT:

- (a) They are living separate and apart / intend to separate.
- (b) They are the Mother and Father ('the Parents') of the following children:

Name: _____ d.o.b. _____

Name: _____ d.o.b. _____

- (c) The parents cannot agree regarding parenting arrangements ('custody and/or access' matters) for their child(ren);
- (d) The parents mutually consent / have been ordered by the Court to have their parenting matters evaluated by a professional, to determine the parenting needs of the child(ren) and the abilities of each of the parents to meet those needs;
- (e) The parents acknowledge that the nature of the assessment has been explained to each of them, including that the assessment report shall include recommendations which may form a basis for settlement but are not binding on them.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Joint Retaining of Assessor

The two parents hereby jointly retain _____ to conduct an assessment and make recommendations concerning parenting arrangements that are in the best interest of the child(ren). Both parents acknowledge that they are aware of _____ professional background in becoming appointed as a Custody Access Assessor under the *Children's Law Reform Act, R.S.O. 1990, C. 12. s. 30.* regarding best interests of child(ren).

2. Agreement to Cooperate

2.1. Both parents agree to cooperate with _____ ('Assessor') requirements regarding attending all appointments, providing all relevant information, consenting to their child(ren) and any relevant third parties being interviewed, as may be requested by the Assessor.

2.2. Both parents agree to provide their written consent upon request of the Assessor, for purposes of obtaining relevant information, such as medical/school/police/CAS records, and any other information that the Assessor may consider relevant in conducting the Assessment.

2.3. Both parents consent to any additional assessment procedures, if requested by the Assessor, such as substance abuse assessment, psychiatric evaluation, or other relevant professional consultation that the Assessor may consider relevant to fully evaluate the respective parenting capabilities of each parent.

3. Reporting Child Abuse and/or Risk of Harm

3.1. The Assessor has the duty under provincial law to report to the appropriate child welfare representative if she has reason to believe that a child may be in need of protection. If such a report is made, the assessment process will remain on hold until the child welfare agency provides the Assessor the results of their investigation.

3.2. The Assessor is obliged to notify the proper authorities if she has a reasonable suspicion that a client may harm himself or herself, the other parent, or another person.

4. Assessment Report

4.1. In the event that upon considering the Assessor's findings and recommendations, the parents are unable to come to an agreement, either of them may submit the report to a Court as evidence in their custody/access matter and the Assessor may be called to testify.

4.2. Both parents are hereby advised that the Assessor will be subject to a subpoena to appear in Court and that *nothing in the assessment report is confidential*.

5. Fee Payment

5.1. The two parents agree to be jointly and severally responsible for the Assessor's fees and disbursement costs, such fees to be charged at the rate of \$_____ per hour plus HST for all work done in connection with completion of the assessment.

5.2. The above hourly fee is applied to all time spent in reviewing reports and documents, interviews with the parents and child(ren), interviews with step-parents, if any, home visits, contacts with collateral individuals, telephone calls, correspondence, including e-mails, preparation of a written report and any post-assessment meetings with clients and/or lawyers.

5.3. Cancellation fee that is equal to the above one hour's fee plus HST is payable for any appointment that is cancelled with less than 24 hours' notice.

5.4. Additionally payable are all disbursement costs incurred by the Assessor including but not limited to: postage, courier, and photocopying; long-distance telephone and fax charges and cost of professional reports, medical records, police records, or other relevant reports that may be obtained by the Assessor upon written consent of the parents. Travel time is payable at \$_____ per hour plus mileage at \$_____/km.

5.5. Each of the parents is responsible for one half of the Assessor's fees and disbursements unless alternate arrangements have been made pursuant to a Court Order, or a written agreement between the two parents.

5.6. The parents shall provide the Assessor's retainer of \$_____ prior to commencing the assessment. Any balance remaining in the retainer will be returned to the parties without interest along with the Assessors' final account. *Each of the parents and their Solicitors acknowledge that the balance of the Assessor's account is payable in full prior to release of the written report.*

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

6. Acknowledgement

Each of the parties acknowledge by their signatures below that they have read this Agreement; that they have had the opportunity to obtain Independent Legal Advice before signing this Agreement; that they understand their rights and obligations under the Agreement; and that each is signing below voluntarily.

Date: _____

Witness

Mother

Date: _____

Witness

Father