



## Handouts for Barbara Fidler session – 2:45-3:30 p.m.

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## MOTIVATIONAL INTERVIEWING QUESTIONS

*Taken from Faust, J. (2018). Reunification Family Therapy: A Treatment Manual*

### For Favoured Parent

1. What are the positive benefits about your child having relationship with the other parent.  
*Many FP are worried about the parenting ability of the resisted parent; it is important to delivered for the FP that via REU tx not only does the therapist address parenting skills with that parent, that they are also a second set of eyes and ears. To this end, the therapist can inform the parent that once the therapy has been complete, the therapist can conduct follow up sessions every few months.*
2. What are some of the downside of your child not reunifying with the other parent?
3. What are some of the benefits of having another primary caretaker in your child's life?
4. What would it mean or what is the impact if you were the one to enable your child to share time with the other parent?
5. What are the benefits of letting a third party (e.g judge) decide whether or not the other parent has a relationship with the child? What are the downside to letting them decide?
6. What are the benefits of not working cooperatively with the other parent? What are the drawbacks to staying stuck in your conflictual relationship with them

### For Resisted Parent

1. What are the benefits of you and your child engaging in the REU?  
*This question is useful when the parent feels victimized by the other parent and court. Occasionally these parents are unable tun understand the benefits of the process, as their thinking is clouded by feelings of victimization.*
2. What are the benefits of having immediate contact with your child without engaging methodically in the therapy? What are the downsides of rushing the process?  
*These questions are useful when working with an RP who is impatient and demand immediate live contact with child.*
3. How did altering our outside of session homework work for you and your child? What are the upsides of making these changes for you and your child? What were the downsides of making these changes for you and your child?  
*Questions 3 and 4 are useful for the RP who unilaterally decides to change the homework (Outside of session parent-child contact) assignments.*
4. How did alternating our outside of session homework work for you and your coparent? What were the upsides for you and your coparent of making these changes? What were the downsides for you and your coparent of making these changes?
5. What are the benefits of not working cooperatively with the time-sharing parent? What are the drawbacks to staying stuck in your conflict relationship with them?

## MOTIVATIONAL INTERVIEWING QUESTIONS

*Taken from Faust, J. (2018). Reunification Family Therapy: A Treatment Manual*

### For Children

#### Initial and Early Sessions

- 1 What are some of the good things about having a relationship with your rp?
- 2 What are some of the good things about improving the relationship you have with your rp?
- 3 If you have to see your rp, what would you like to see happen differently?  
*If you are receiving resistance such as statements like “she will never change” “I have already given him a million chances”, then ask, “if you waved your magic wand, and we could get you rp to change, what would you like to see them do differently?”*
- 4 What are the downsides or not good things about not having a relationship with your rp?
- 5 What do you think other children miss out on if they don’t have a relationship with their rp?  
*By distancing the problem by referring to other children, you may enable the child to reflect differently about the problem at hand, thereby contributing to cognitive reorganization in this regard.*
- 6 What do you think you could do differently to get to the end goal of spending time with your rp?
- 7 How might your life or things be different if you did not have anxiety about your rp? If child has notable anxiety, how is the anxiety helpful?

#### During Therapy

8. When you went out with your rp, what worked for you?
9. What was positive or pleasant about the interaction that you would like to see happen again?
10. What surprised you about the outing?  
*The term surprised is not a term that children typically expect in the context of assessing the quality of their interaction with their rp, and in the context of therapy. It often positively unbalances the child’s cognitive orientation to the process and causes them to reflect differently on the interaction.*
11. What was different in your rp’s behaviour? What was surprising?
12. What was different in your behaviour? What surprised you about yourself that you like (or could use in the future to your benefit)?
13. What didn’t work as well as you wanted?
14. What are the good things about moving forward and spending time with your parent?
15. What are the not so good things about moving forward and spending time with your parent?

**BARBARA JO FIDLER, Ph.D., C.Psych., Acc.FM., FDRP PC**  
**Registered Psychologist**

**FAMILY THERAPY INTERVENTION AGREEMENT (FTIA)**

**Parents:**  
**Court File Number:**  
**DATE**

**I. MANDATE & OBJECTIVES**

1. The parents agree the objective of the family therapy intervention is not to determine *IF* it is in the child's best interests to have contact with one of the parents. Rather, the parents agree it *IS* in our children's, \_\_\_\_\_best interests to have healthy relationships with *both* parents. The family therapy intervention is intended, in part, to help our children have healthy relationships with both parents and to assist in the related areas of family functioning including our child's overall adjustment, each parent's parenting and our coparenting efficacy.
2. To meet the goals listed below, the parents agree to engage the services of Dr. Barbara Jo Fidler, C.Psych. referred to in this Agreement as "the therapist".

Licensure. Dr. Fidler is licensed to practice psychology and social work, respectively, in Ontario. Unless a therapist is licensed in jurisdiction where the client is receiving services, it is illegal for a social worker or psychologist to practice in a location you may be in at the time the service is delivered, even if you are a resident of Ontario, unless the therapist obtains permission from that state or province or the required form of licensure in advance of the delivery of service. In many cases, it is possible for permission or a temporary license to be obtained. By signing this agreement, you agree to advise the therapist for each telephone or video contact if you are no longer in Ontario.

3. The parents agree that they and their children, shall participate in the family therapy as per the direction of the therapist. The parents agree this Agreement is shall not be shared in whole or in part, with any child.

However, at this time, the parents agree not to alert their child, beyond what has already been discussed about the child's involvement in the therapy. The therapist and parents will discuss what, when, and how to tell the child(ren). If the parents have already discussed this with your child(ren), the therapist will discuss further with the parents during the process.

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4. Any other particulars of this matter can be addressed in the court order, in this Family Therapy Agreement, by way of attachment, or future correspondence. Where this Agreement differs from a court order, the court order takes precedence.
5. The role of the therapist is to assist with the family therapy intervention and not as a s.30 parenting plan assessor, arbitrator, parenting coordinator, or consultant for litigation. Accordingly, the therapist will not offer opinions or make recommendations or decisions pertaining to parental responsibility (decision making for major child-related matters) or parenting time, at any time during or after the process.
6. The therapist they will be assisting to implement the previously agreed-to or court-ordered Parenting Plan. Notwithstanding #5, the parents agree the therapist may determine: the child's contact or communication with the resisted/rejected parent for the purposes of the therapy; the nature of the child's transitions between the parents; the rules of parent engagement, communication and child-related information sharing; and the location the parent-child contact consistent with the court-ordered Parenting Plan. The therapist may make recommendations deemed helpful to the child(ren) in implementing the court orders or the current agreed-to Parenting Plan.
7. The goals of the therapy may include to:
  - a. assure that everyone is physically and emotionally safe;
  - b. foster overall healthy child adjustment;
  - c. facilitate the implementation of the agreed-to or court-ordered parenting time schedule, \_\_\_\_\_.
  - d. assist family members to identify, express and better manage anxiety;
  - e. restore, develop, or facilitate adequate parenting and coparenting functioning and skills;
  - f. assist the parents to resolve relevant parent-child conflicts;
  - g. develop family communication skills and effective approaches to problem-solving;
  - h. assist the parents to fully understand the child(ren)'s needs for healthy relationships with both parents and the negative repercussions for the child(ren) of a severed or compromised relationship with a parent in their young lives and as adults;
  - i. restore or facilitate contact between the children and their mother;
  - j. assist the parents and their child(ren) to identify and separate each child's needs and views from each parent's needs and views;

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- k. work with each family member to establish more appropriate parent–parent and parent–child roles and boundaries;
- l. correct the child(ren)’s distortions and replace these with more realistic perceptions reflecting the child’s actual experience with both parents;
- m. assist the child(ren) to differentiate self from others and exercise age-appropriate autonomy;
- n. assist each parent to distinguish valid concerns from overly negative, critical, and generalized views relating to the other parent;
- o. other (specify)\_\_\_\_\_.

**II. PROCESS**

8. The parents agree to the involvement of all family members, in various combinations, as directed by the therapist. The process will include: where possible a joint orientation meeting with both parents unless contrary to a court order or deemed unsafe; individual meetings with each parent; where possible coparenting meetings; individual child meetings; sibling meetings; and, meetings with each parent and the child(ren) individually and jointly. The process may include meetings with other family members as deemed necessary by the therapist. Session may be scheduled as often as once per week and each may span more than one hour. Initially, there may be more than one session each week. The parents and child(ren) may be assigned homework for completion between sessions. For some sessions, more than one therapist may be present.
9. The therapist may provide a report to the parents, lawyers, or the court describing the parents’ and child(ren)’s progress and cooperation, including any obstacles preventing the therapy from beginning or continuing. This may include specific statements and behaviors, which the therapist deems necessary to adequately support other content or statements in the report. Recommendations may be provided regarding additional services or counselling where deemed appropriate and feasible. Any opinions or recommendations reported will be limited in scope to matters for which the therapist has obtained sufficient information.
10. The parents will provide all records, documentation, and information requested by the therapist as soon as possible upon request.
11. The therapist may choose to obtain information from previous or current professionals involved with the family members to better meet the aforementioned goals. Toward this end, the parents will sign all consent forms requested by the therapist permitting the exchange of information between the relevant professionals.

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12. The therapist may make recommendations for the involvement of additional professionals (e.g., individual therapist for parent or child, educational specialist, coach for parent education).
13. The therapist may make recommendations for the termination of other therapist who may be currently involved with the family members.
14. The therapy can be concluded by court order. The therapist can temporarily suspend or permanently conclude the therapy if the therapist believe either parent is not complying with the expectations set forth in the court order or this Agreement, the usefulness of the therapy has been exhausted without reasonable basis to expect positive changes, or if the process has put any person, including the therapist at risk of any kind.

**III. RESPONSIBILITY OF THE PARENTS**

15. While the parents may have different views about the nature or causes of the child(ren)'s reluctance or refusal to have contact with their mother, in executing this agreement they agree not only to the objectives defined above but also that they each need to be part of the solution to meet those objectives.
16. The parents understand the wishes of the child(ren) may not be followed as a part of this process. The parents agree to continue to support the process, including amongst other things, efforts toward reunification, despite the possible temporary distress experienced by child(ren). The therapist may continue to facilitate the therapy process despite a child(ren)'s protest, if any.
17. The parents agree to fully cooperate, support and whole-heartedly participate in the family therapy intervention. The parents have been advised the therapy requires each parent to make changes in their own behavior and parenting to support their child(ren)'s needs. The therapist may request specific changes in such areas as setting appropriate limits for the child(ren), encouraging the child(ren) to express feelings and solve problems appropriately, listening to the child(ren)'s concerns and actively supporting the child(ren)'s independent relationships, and shielding the child(ren) from parental conflict. The parents agree to make reasonable efforts to cooperate with the requests made by the therapist in these and any other relevant areas. If either parent disagrees with requests or recommendations made by the therapist, the parent will discuss those concerns privately with the therapist and will not share these with the child or allow the child(ren) to witness or overhear the concerns.

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18. The parents will overtly support the intervention and the therapist involved to the children. This includes the parents not sharing their adult communication with any minor child at any time, in whole or in part, intentionally or by accident, unless explicitly directed by the therapist and not denigrating the other parent, extended family, or the therapist in any way at any time to or around the children. In addition, the parents will respect the child(ren)'s right *not* to comment on their therapy sessions with their parents. To this end the parents will not ask the children for information about their sessions or parenting time with the other parent when implemented.
19. The parents will refrain from scheduling any work for themselves or new activities, lessons or events for the child(ren) during the scheduled therapy sessions. Reasonable efforts will be made to schedule appointments, so the child(ren) does not miss school or their currently scheduled extracurricular activities. However, this may not always be possible.
20. The parents will ensure the child(ren) arrive at the scheduled therapy appointments in a timely manner, and even if the appointment does not involve that parent or if it involves the other parent.
21. The parents will exercise their parental authority to require the child(ren) to attend and cooperate with the therapy. If requested by the therapist, a parent shall bring the child(ren) when it is not that parent's parenting time, picking up and returning the child(ren) to their school, daycare or other location as per the therapist's instructions.
22. The parents agree to respond to the therapist within 24 hours unless determined otherwise by the therapist once the parent requests a temporary change (applicable when situations arise that would make this impossible or unreasonable, such as vacation, illness, work travel, etc.).
23. Given the risks of information being taken out of context or being incomplete, the parents agree to not restate, summarize or paraphrase in court documents (or in emails to the other parent) any feedback provided by the therapist(s) to them or their child(ren). If necessary, the parents can request Dr. Fidler provide a report or reiteration of what they said. In other words, the therapist will be responsible for communicating any feedback or information about the therapy to the court by way of a report. Any reports provided by the therapist shall not be shown to the children in any capacity.



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24. There shall be no audio or visual recording unless agreed to in writing by the therapist. Unauthorized recording of any kind may be sufficient basis for the therapist to suspend the intervention and follow with a report explaining the reasons.
25. The parents agree to pay for services in a timely manner in accordance with the fee agreement as indicated below.

**IV. DURATION OF SERVICES**

26. Neither parent may unilaterally withdraw from the court-ordered therapy absent a court order to do so. However, with their joint consent in writing, both parents may suspend this Agreement.
27. With four (4) weeks' notice in writing, the therapist may resign if they determine this to be in the best interests of the child(ren), in which case a referral may be made to another therapist if the therapist deems this to be appropriate.

**V. CONFIDENTIALITY & RECORDS**

28. While the therapist is bound to maintain confidentiality and not disclose information to anyone not involved in the process, the parents understand the process may, at the therapist's discretion, involve sharing of information between those involved in this process (the parents, child(ren), new partners, etc), with other relevant (currently or previously involved) professionals (e.g., an assessor/evaluator, a parent or child's therapist, teacher), and the court or arbitrator:
  - a. The therapist may require contact with other professionals involved with the family to both give and receive information to better meet the aforementioned objectives and goals of the intervention. Toward this end, the parents will sign all releases of information required by the therapist to implement the process.
  - b. The therapist, at their discretion, may share communications and information received during the therapy with any other adult involved in this process in support of the intervention goals as previously listed.
  - c. The parents agreed not to share adult communications, including that with the therapist in whole or in part, intentionally or by accident unless explicitly directed by the therapist.
  - d. The therapist reserve the right to withhold information obtained from the child(ren) from either or both parents in any instance in which the therapist believe disclosing that information may cause the child harm. Accordingly, the parents agree not to promise their child(ren) "privacy" in this therapy. The therapist will

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do their best to make sure the child(ren) feel comfortable and secure at all times but will be clear that this therapy is different from other times of therapy – i.e., things that are said and done in this therapy may be shared with others, including both parents.

- e. The therapist are free to communicate with disclose all information, documentation and correspondence generated by the process with the co-therapist and with any other therapist currently working with the family members, the lawyer for each parent and with the Court or arbitrator. The therapist may speak with the lawyers ex-parte.
- f. The therapist' notes are not subject to disclosure.
- g. **This signed agreement serves as the parents' informed consent for the therapist to obtain information from the Court or arbitrator, counsel and both parents AND for the therapist to provide information received from all sources verbally or in a report to the court, counsel or arbitrator and the other parent.**

29. The parents understand the therapist are required to report:

- a. to the appropriate child welfare authority (i.e., Children's Aid Society of Toronto, Catholic Children's Aid Society, York Region Children's Aid Society, or Jewish Family & Child Service of Toronto) if they have a reasonable suspicion a child is being abused and/or neglected;
- b. to the proper authorities if they have a "reasonable suspicion" a client may harm himself or herself or the other parent.
- c. to the proper authorities if you reveal you have been abused by another helping service professional (e.g., physician, psychologist, nurse, chiropractor, dentist, etc.), your clinician is required to report the information to that professional's regulating body (e.g., College of Physicians and Surgeons, etc.); and,
- d. to the proper authorities if your clinician has a reasonable suspicion based on your report that an elderly may be or has been a victim of physical, sexual and/or emotional abuse by anyone, the clinician has a statutory obligation to inform the appropriate child protection agency.

30. Metadata. You agree that to the extent the therapist is formally (e.g., pursuant to subpoena) or informally requested/required to produce their records, they may provide records in hard copy, scanned copy or on a flash drive. In either event, the clinician will not be required to produce electronic copies of their books and records or provide "metadata" relating to respective books and records. The therapist production of documents from their computer or electronic devices will be limited to items the therapist can print out. You will not have access to the

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therapist's personal devices. You agree not to seek production of "metadata" or other electronically stored information that would require a computer expert to be retained.

**VI. ELECTRONIC PROVISION OF SERVICES (see also a separate agreement regarding telepsychological services)**

31. Electronic provision of services including use of email, telephone, video contacts (eg., Zoom) and text messaging (rarely) may be provided by therapist and staff personnel and requires your consent. Scheduling is done by email usually and may also be done by telephone.
32. Email may be used in the delivery of some services to augment or follow up on face-to-face or telephone sessions. In these cases, we may provide updates, invoices, account statements, summaries, draft parenting plans or memoranda, educational resources or exchange information. Based on the nature of the service provided, these email communications may include information not only about others including your child(ren) or the other parent.
33. When consenting to the provision of services by telephone or electronically, it is important to appreciate both the risks and benefits, including insufficiency, misunderstandings due to lack of visual clues and context, and failures in technology. In the event of a technology failure when using virtual services (audio or visual), your therapist will call you by telephone at the number you provide for back up at the time of scheduling.
34. While efforts are made to protect privacy when providing services by telephone or electronically, the same degree of confidentiality provided during in-person office sessions is not possible. The limitations include the possibility of interceptions of communications while these are occurring. Every effort needs to be made from both the therapist's and your end to minimize any interruptions during video or telephone contacts (e.g., turning off cell phones, locking the door, etc.). Towards this end, you agree to make these efforts and further, to advise the therapist you are communicating with at the time if someone comes into the room you are in or is within earshot.
35. The benefits of using electronic communications and telephone may include appropriateness, avoiding the need to travel a distance, taking less time off work, having possible access to services continuing while the therapist is away, having the option to receive services when you are away or for convenience or comfort.

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Alternatives to the provision of electronic or telephone services include in-person services only or local services from an appropriately trained and available health service provider of the same or different discipline.

36. Please keep in mind that other individuals (your spouse, new partner, child, adolescent, others living in your home) may be able to access information, sensitive or otherwise, communicated electronically or by telephone between you and the therapist in your own home or workplace. As noted, the information shared may be about others, not only you. Any communications provided by the therapist or administrative assistant are intended for you and not for others, unless agreed to otherwise. By signing this informed consent form you are confirming to the therapist you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the therapist (mobile phones, iPads, computers, etc.). This would include having a confidential password and adequate firewalls. You further agree not to allow others (e.g., your children of any age, new partner or spouse, parent, friend, relative, etc.) access to any communications sent to you from the therapist or administrative assistant, unless an agreement is reached in advance that the particular communication is appropriate to share with others. (Please see separate *Privacy Policy* for more information on privacy.)

**VII. EMERGENCIES AND WHAT TO DO IN AN EMERGENCY**

37. We have asked you to identify a contact we can reach by telephone and email for use in an emergency that may arise during the delivery of services (in the office, telephone videoconference, or any electronically facilitated contact. If you do not attend for a scheduled meeting of any kind, we will attempt to call you twice. If we do not hear back in what is deemed to be a reasonable period of time, we will contact the person you have identified as your emergency contact.
38. Sometimes clients experience an emotional crisis that requires immediate attention. You may call the office first to see if your therapist can answer your call or if a short notice appointment can be arranged. You should be aware your therapist may not be immediately available. Your call will be returned as soon as possible, usually within 24 hours, excluding vacations, holidays and weekends. If you feel you cannot wait, or if it is outside office hours, you should contact your family physician or go to the Emergency Department of your nearest hospital.

**VIII. FEES**

39. Fees shall be charged for all professional services performed pursuant to the terms of this Agreement, including administrative matters (record-keeping, long-distance telephone charges, photocopying, courier charges, postage, and disbursements), document and correspondence review, writing memos to file, reports, preparation between sessions, voice mail, email correspondence, telephone calls, sessions with family members, and contact with lawyers, clients and collateral sources. Fees may be charged retroactively for any services rendered prior to the receipt of the initial retainer. Disbursements shall be paid to professionals who require remuneration for their participation, and for any agency/hospital/police reports.

40. The hourly rate for services is \$\_\_.00 per sixty (60) minute hour (no HST applicable).

The fees for all services as listed in Section 40 above shall be paid as follows:

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41. Given the parents have indicated they are unable to provide a retainer, they will be invoiced for services weekly and agree to remit payment for the invoice within 7 days of receiving the invoice. Nonpayment of fees shall be grounds for the resignation of the therapist. Third-party insurance payers are not invoiced. The parents may attempt to get reimbursed by submitting the invoices provided.

42. Dr. Fidler's schedule permits appointments between 8:00 a.m. and 6:00 p.m. Monday through Thursday. Usually, one of these days can be extended to 7:00 p.m. Please keep in mind that the early morning and later in the day times (i.e., from 3:30 p.m. on) are more difficult to secure and tend to book up weeks in advance.

43. Appointments cancelled without at least 48 (forty-eight) business hours' advance notice may be charged at full fee independent of the reason for the cancellation (i.e., Monday and Tuesday appointments must be canceled by 5:00 p.m. on the previous Friday to avoid the possibility of this charge). The parents will each be fully responsible for bills arising from their own cancellation with insufficient notice or failure to attend a scheduled appointment.

44. A parent may request a report for any return to court. The parent who makes this request will be responsible for paying fully for the report in advance by retainer at the hourly rate of \$\_\_.00 (plus HST), or otherwise as ordered by the court.

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45. The parents agree all testimony or appearance at court of any kind provided by the therapist shall be considered expert testimony. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries) are billed at \$\_\_\_\_.00 per hour (plus HST) for each therapist, depending on the therapist's rate, and shall be paid for by the parent calling the therapist/expert. Fees for attendance at court, testifying in court, or discoveries are billed by a minimum half-day rate of \$\_\_\_\_.00. Any court-related fees (i.e., preparation time, attendance, and travel) shall be provided in advance by retainer by the parent requesting the therapist's attendance at court. A separate contract for these services (detailing cancellation policy, etc.) may apply and be provided at the time of any request.

**IX. RISKS & LIMITATIONS**

46. Informed consent requires disclosure of potential risks and limitations. By signing the Agreement, the parents acknowledge the therapist cannot guarantee physical safety during the family therapy intervention. The parents further acknowledge the therapist cannot guarantee against bad faith or abuse of process by the other parent.

The parents understand there is no guarantee the family and coparenting functioning and the parent-child contact problem will be resolved during the therapy. The parents acknowledge they may not be fully satisfied with the outcome of the services provided.

The parents understand this family-focused process may challenge current ways of thinking and behaving, and as such, a certain amount of emotional distress is associated with it. The parents understand that strong feelings are part of the process of change, whether for adults or children. Each parent understands these are risks, and they consent to these therapeutic services and to the ultimate objective of their child(ren) establishing healthy relationships with each of them.

The parents are advised the court may consider the good-faith efforts and the parents' demonstrated behavior during the therapy as a factor in determining any decisions about the child(ren)'s best interests, including parenting responsibility (decision-making for major decisions) or parenting time.

**X. INDEPENDENT LEGAL ADVICE**

47. The parents have confirmed they have received independent legal advice prior to executing this Agreement or is aware they have a right to do so.

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48. The parents acknowledge they have had an opportunity to review this Agreement and to ask any questions they may have concerning the therapist approach to the therapy and other available alternatives. The parents:
- a. understand their rights and obligations under this Agreement and the nature and consequences of the Agreement;
  - b. acknowledge they have received and reviewed the therapist(s') Privacy Policy;
  - c. acknowledge they are not under any undue influence or duress; and
  - d. acknowledge they are signing this Agreement voluntarily.
49. Having read the above, I hereby consent to:
- a. inform my legal counsel, or if representing myself, advising the court (if there is a court order governing the therapy), and the other parent in writing to let them know I choose to withdraw from the therapy;
  - b. advise the therapist in writing if I choose to withdraw consent for this therapy;
  - c. all information and communication provided by me being done so on a 'with prejudice' (not confidential) basis and for this information to be used in court if required;
  - d. the therapist seeking full and active participation from me and other family members as she deems necessary.

**TO EVIDENCE THEIR AGREEMENT, THE PARENTS HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS. CERTIFICATES OF INDEPENDENT LEGAL ADVICE ARE ATTACHED.**

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Date of Birth \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Parent's Full Address (include Postal Code):

\_\_\_\_\_

[illegible]

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E-mail: \_\_\_\_\_



## Detailed Court Order Template for Family Therapy in PCCP Cases

[insert names of both parents child(ren)] shall attend and participate in family reunification/reintegration therapy (which may include parent coaching/counselling, parent and coparent education, and any other therapeutic interventions to assist the family to remedy their current difficulties, improve the strained parent-child relationship(s), and assist to implement the court ordered parent-child contact) with Parent B (the parent the children are resisting/rejecting) and the children, and proceed as follows:

(a) Within (7) days, Parent A (the parent objecting to the therapy), shall advise Parent B via email which service provider they would like to engage for the therapy. Failing a response, the choice shall be \_\_\_\_\_ [insert name of service provider chosen by Parent A] and Parent A shall be promptly advised of the choice via email.

(b) Within seven (7) days of either agreeing to the service provider or Parent B advising Parent A of the service provider chosen, the parties shall contact the service provider and provide a copy of this order and these reasons for judgment (if the service provider wants the latter), as well as their completed intake forms.

(c) Within fourteen (14) days of the service provider being determined, the parties shall pay the retainer as requested by the service provider to the service provider.

(d) Once the service provider has been determined, the parties shall forthwith schedule their intake or subsequent appointments as directed by the therapist.

(e) The parents shall cooperate with the therapist.

(f) The therapist may meet with the parties and/or the child(ren) individually or jointly. The parties shall fully comply with the therapist's requests in conducting therapy, including but not limited to, ensuring the child is transported to/from appointments in a timely manner, to exercising parental authority to require the child to attend and cooperate with the therapy sessions and interventions.

(g) If after the initial Clinical Intake Consultation (CIC), the family therapy is recommended, the family therapy shall proceed as recommended by the therapist.

(h) There shall be no recording of the family therapy unless agreed to by the therapist and all parties.

(i) The therapist may make recommendations to the parents, counsel and the Court (e.g., about transitions/transfers protocols, locations, behaviours, pacing of parent-child contact within the determined parenting time schedule, parent communication and child-related information sharing protocols, etc.).

(j) The therapist may make recommendations for additional therapists, the removal of a current therapist, or the cessation of a child's individual therapy if these are deemed to be unhelpful to the family therapy. No new mental health professionals

shall be permitted to become involved with any member of the family during the duration of the family therapy unless the therapist consents to this involvement.

(k) The therapist may communicate, ex parte, with any other professionals they deem necessary to implement the goals of the family therapy (for example, the OCL, Children's Aid Society's, educational or medical professionals). The parents shall execute any necessary authorizations to allow for this exchange of information between relevant professionals.

(l) The therapist may, at their discretion, share information with other family members participating in the family therapy.

(m) The parties shall execute authorizations as requested by the therapist to enable the therapist to receive or provide information about the child in relation to the therapeutic counselling.

(n) Neither parent shall discuss any aspect of this order, reasons for judgment or the family therapy with the child, nor allow anyone else to do so, except as approved and permitted by the therapist. Counsel and clinical assist appointed by the Office of the Children's Lawyer may do so.

(o) If either parent fails to comply with the obligations contained in the family therapy agreement, fails to attend for appointments as required by the therapist, fails to pay any retainer request or fees owing to the therapist, fails to bring the child to appointments as required by the therapist, or fails to comply with the terms of this order in relation to n therapy, the therapist shall write a brief report jointly addressed to both parties and counsel representing the child through the Office of the Children's Lawyer. Upon receipt of such a report, either party or the Office of the Children's Lawyer may bring a 14B Motion to request an appearance before me.

(p) The family therapy shall continue for as long as the therapist directs or until a court order is made terminating the reintegration therapy.

(q) If the therapist directs that further family therapy should not continue, the therapist shall write a brief report jointly addressed to both parties and counsel representing the child through the Office of the Children's Lawyer setting out the reasons for the termination of the reunification therapy, the progress made, and any recommendations as to further family (reunification) therapy or any other therapeutic or clinical intervention. Upon receipt of such a report, either party or the Office of the Children's Lawyer may bring a 14B Motion to request an appearance before me.

(r) Fourteen days before the next scheduled court date, the therapist shall write a brief report jointly addressed to both parties and counsel representing the child through the Office of the Children's Lawyer setting out what has transpired to date, the progress made, and any further recommendations they may have. This report shall be provided to the court by the parties by way of attachment to their Briefs prepared for the next attendance.

2. The goals of the family therapy, shall include, but shall not be limited to the following:

- (a) Restoring or facilitating contact between the child and their \_\_\_\_\_ (mother/father).
- (b) Assisting the parents to resolve relevant parent-child conflicts.
- (c) Fostering overall healthy child adjustment.
- (d) Restoring, developing or facilitating adequate parenting and coparenting functioning and skills.
- (e) Developing family communication skills and effective approaches to problem solving; assisting the parents to fully understand their child's needs for healthy relationships with both parents and the negative repercussions for the child of a severed or compromised relationship with a parent in their young lives and as adults.
- (f) Assisting the parents and child to identify and separate the child's needs and views from each parent's needs and views.
- (g) Working with each family member to establish more appropriate parent-parent and parent-child roles and boundaries.
- (h) Correcting the child's distortions and providing more realistic perceptions reflecting the child's actual experience with both parents.
- (i) Assisting the child to differentiate self from others, and to be able to exercise age-appropriate autonomy.
- (j) Assisting the parents to distinguish valid concerns from overly negative, critical, and generalized views relating to the other parent.

## **COPARENTING AGREEMENT - EXAMPLE**

### NOTE FOR PROFESSIONAL (REMOVE FROM DOCUMENT USED WITH PARENTS):

*The following is an example and may be used as a template to be worked on with the coparenting during the MMFT. Alternatively, it may be provided to the parents in the form of recommendations arising out of the Clinical Intake process, along with any other therapy plan recommendations.*

*Each coparenting agreement must be tailored to meet the unique needs of each family. Some of the terms or similar terms in this sample agreement may already exist in the parents' parenting plan or court orders. In addition, some of the terms will not be applicable, while other terms not included may important to include. During the MMFT coparenting work, the parents may wish to augment this agreement with other agreements such as that related to transporting the children, decorum at transitions, the movement of the children's clothing and belongings.*

### **A. Our Rules of Engagement**

- I. We shall exert our best efforts to coparent per the terms of this Agreement and any court orders keeping our children's best interests at the forefront. Our children's needs shall be paramount when we address child-related matters of any sort.
- II. We recognize our children's needs for good and ongoing relationships with both parents and our families. We shall make every effort to facilitate our children's relationships with the other parent, our partners, and our extended families.
- III. Due to the stress this causes children, placing them in a loyalty bind or conflict, we shall not subtly or openly denigrate, make disparaging remarks or be critical of the other parent (or other family members), in any communication with our children, or with others when our children are not present, or even nearby when we think they cannot hear us. We shall pay particular attention to our non-verbal behaviour with others that our children may observe and then surmise unhappiness, mistrust or general dislike and negativity towards the other parent or between us, even if this is not our intention.
- IV. We shall advise others, including our friends, new partners, relatives, and extended families to maintain the same standard, refraining from criticizing or disparaging the other parent to or in front of our children. If other people do not comply with our direction to them as noted, we shall ensure our children are not left alone with these individuals.

- V. We shall not discuss with our children, or with another person in their presence, the legal proceedings, issues, or conflicts between us related including property, other financial issues or parenting schedules and decision making or any parenting arrangements.
- VI. We will not rely on our children to communicate information between us, including asking or encouraging them to make requests or proposals on our behalf to the other parent. Similarly, we shall not ask our children to relay sensitive or contentious information from parent to parent. Our children shall not transport mail, documents, or verbal messages between us.
- VII. We shall respect each other's privacy and parenting and towards this end shall refrain from commenting, initiating discussion or questioning our children about the other parent's work schedule, arrival and departure times, parenting behaviour, presence or not of any supervisor, personal life and activities, whereabouts and the other parent's or stepparents parenting style, techniques, or day-to-day parenting decisions.
- VIII. Recognizing the distinction between day-to-day parenting decisions and significant parenting decisions (related to significant health/medical, education, religion, and extracurricular activities), we shall not interfere directly or indirectly into the life, activities, or routines of our children when they are scheduled to have calls or spend time with the other parent.
- IX. We shall not mention to our children issues related to our personal or parental disagreements or involve them in any way in our disagreements about matters related to our coparenting or the separation more generally. When our children ask questions related to parental differences or the other parent, these questions shall be answered by reassuring them we are working together to sort out things, and together we are doing our very best to always consider what is best for them.
- X. Children and adolescents often express to a parent what they believe that parent expects to hear about the other parent; or may seek closeness with a parent by commiserating with them by criticizing the other parent. In addition, children often hear bits of information and due to their developmental stage, maturity, expectations and lack of life experience, may reach a faulty, incomplete, or distorted conclusion, which may be expressed to the parent as a fact or implied in a question. Each parent shall take these common occurrences into full consideration and refrain from reaching conclusions regarding the other parent, what may have been said, or to have happened solely based on what the child may have said.
- XI. If our children complain to the resident parent about the other parent or have questions about the other parent, they shall be encouraged without judgment, to talk directly with that parent about their grievances, feelings,

and questions, utilizing the support of any therapist or other professionals working with the family. If our children express reluctance to do so, the resident parent shall inform the other parent of the matter, without judgment and conclusion as to what may have happened, in a brief email via Our Family Wizard (OFW) *[or other relevant coparenting communication App]* that outlines the topic of concern as conveyed to us by our children. For example, “Our children said \_\_\_\_\_. Please let me know what may have happened and the context for that. Thanks.”

- XI. We agree that “two wrongs do not make a right”. We also agree that we only have control over our own behaviour and not that of the other parent. Further, we agree we each need to be the best possible parent and the best and positive role model to our children. Accordingly, in the presence of our children or in public places, we shall greet each other cordially, say hello and goodbye, and always remain respectful.
- XII. To prevent any anticipated negative emotion or argument in the presence of the children, we shall not communicate with each other about any matter including contentious or potentially contentious issues or other non-emergency arrangements when our children are present or nearby, at transition times, extracurricular activities, school events or other special events. We shall reserve our communications of any substance to be in accordance with our communication and information sharing protocols per this Agreement, our Parenting Plan or applicable Court Orders.
- XIII. We shall not leave out or accessible to our children any written or digital information, including legal or other documents, reports, etc. pertaining to any issues arising from our separation and divorce, including any about issues, conflicts, or legal disputes.
- XIV. We shall not permit our children access to our electronic devices and shall ensure these are secure and password protected. We shall change the passwords at regular intervals.
- XV. We shall not use any form of social media to post information about the other parent or our disputes.
- XVI. We shall not go to the other parent’s home or place of employment without the consent of the other parent.
- XVII. Unless indicated otherwise in any court orders, Parenting Plan, or Separation Agreements, without the consent of the other parent, neither parent shall schedule activities or events during our children’s time with the other parent.
- XVIII. We shall make every reasonable effort to ensure our children attend special occasions involving their peers and extended family (e.g., special birthdays,

weddings, cousin's birthday parties, and anniversaries). While it is understood this may not always be feasible, where possible, we will schedule these occasions when we know our children will be resident with us.

**B. Parental Communication & Child-Related Information Sharing**

- I. We agree our children will benefit knowing both parents know about and are involved in their significant life events, both positive and negative. To foster consistency, predictability, stability, and continuity of care for them, we shall communicate by email using OFW [*or other agreed to communication App*]. The information we exchange shall be restricted to child-related information (i.e., Health/Medical/Developmental, School/Education, Significant Accomplishments/Challenges, Extra-curricular Activities/Lessons, Scheduling).
- II. We shall utilize the Messaging (email) feature of OFW only when information cannot be conveyed in the Calendar, Expense, and Info Bank Features of OFW. Neither parent shall fail to renew the annual subscription to the website without a signed and filed stipulation by both parents, or otherwise by Court Order or Arbitration Award.
- III. We shall respond to email within 24 hours [*or insert another reasonable time frame*] of receiving an email. If a reply requires more time, owing to the need to gather more information, an email shall be sent advising the reply cannot reasonably be given within the time as noted and advising when our reply can be expected. For vacations or work travel when we cannot reply within 24 hours, we shall let the other parent know in advance and advise when we shall resume our noted protocol.
- IV. For true emergencies or time sensitive, urgent, or day-to-day matters requiring a speedier response than every 24 hours, we shall [insert e.g. text, telephone, or ping] the other parent to advise there is an important OFW message to be retrieved. For true emergencies or time sensitive matters, we shall reply as soon as we receive the communication.
- V. All emails shall be written with a business-like tone, following the BIFF guidelines (Brief, Informative, Friendly and Firm), as appended to this Agreement. As such the following additional guidelines shall apply:
  - i. a 'descriptor' and the subject of the email shall be indicated in the subject heading as follows:
    - "PR" Re: \_\_\_\_\_" (Please Reply)
    - "FYI Re: \_\_\_\_\_" (For Your Information)
    - "TS Re: \_\_\_\_\_" (Time Sensitive)
    - "U Re: \_\_\_\_\_" (Urgent)

- ii. a short, simple paragraph setting out the facts/concern/update without reference to past events about which parents are unlikely to agree;
  - iii. polite and respectful language at all times;
  - iv. refrain from editorials or comments on a parent's character, assumptions about their intentions or reference to previous issues;
  - v. any statements, concerns or questions shall be presented neutrally without blame or criticism, phrased with non-accusatory language';
  - vi. no exclamation points, words in bold or capital letters, repeated question marks, unnecessary adjectives, sarcasm nor rhetorical questions; and,
  - vii. parents shall respond to any email marked "Urgent" or "Time Sensitive" upon reading it.
- VI. We shall ensure our children do not see our emails and any other written legal documentation. We shall not permit them access to our OFW, email and text communications, and shall ensure these are secure and password protected. We shall change our passwords at regular intervals.



**OVERCOMING THE ALIENATION CRISIS: 33 COPARENTING SOLUTIONS**  
**Moran, McCall & Sullivan, 2020**

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3. What are some guidelines for how coparents can best use email and text messaging?
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6. What if a coparent writes really long emails that include lots of inaccurate statements?
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### **Chapter 10: Coparenting Solutions: Responding to Your Child's Complaints**

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16. The child refuses to get in the car to go to the resisted parent's home.
17. When my coparent calls or texts, my child doesn't want to communicate with them. How should I handle this?
18. My child says they are totally miserable at the coparent's house. What should I do?
19. When the child comes to my home, they refuse to come out of their room and join us for meals. What should I do?
20. My child refuses to have contact with my coparent's extended family. What should I do?
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23. What are examples of questions parents should avoid asking children about their time at their other parent's?
24. What if my child comes home and says something really concerning such as, "Daddy likes me to sit on his lap and play horsey." What should I say to the child? How do I find out what is happening?
25. I worry my coparent grills the children about what happens at my house. What can I do about that?
26. You worry that your coparent becomes intoxicated around the kids. How do you ask the kids about this?
27. Your child says your coparent said mean or sarcastic things about you. What do you do?
28. When my children are with my coparent, they are not allowed to have access to their smartphones. I worry they won't be able to call someone in an emergency. And, because they don't have their phones, they can't communicate with their friends or access their schoolwork. What can I do?
29. My children have come to believe horrible, slanderous things about me. How do I tell them the truth about what happened?

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30. As the time approaches for a parenting time exchange, my child regularly complains of stomach aches or headaches. Does that mean the child is getting sick because they go to the coparent's home? If going to the coparent's is making them sick, shouldn't I keep them home?
31. After my child stopped going to her other parent's home, her stomachaches and headaches went away, and she started doing better at school and seemed happier. I want her to have a relationship with her dad, but not if it means upsetting her. What should I do?
32. Your child says they are too afraid to sleep at their other parent's home. How do you respond to your child?
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## COPARENTING INTERVENTION DEVELOPING THE CORRECTIVE NARRATIVE

### Setting up the Task:

As discussed briefly, we'll be working on your jointly constructed age-appropriate coparenting message that you will eventually deliver to your children. The hope is that you will jointly deliver your message, however, in some cases, this will be done individually.

Some of your messages will occur during the family therapy, including your individual sessions with the children. So, what you say jointly need not have everything that can or will be said.

The essence (not an exhaustive list) of the jointly constructed narrative will be the following (you of course may wish to suggest other pieces):

- *your aspirations for your children (as discussed during our initial sessions)*
- *the importance of the children having a good relationship with both parents and why*
- *your family is starting a new way or paradigm because what you have been doing has not worked and you realize now it is important to do something different*
- *one example is the parenting time schedule the parents have agreed to or is ordered by the court that you are now adopting and agree to; the children are expected to abide by the schedule*
- *you will have to spend time with each parent to see the changes they each will be making*
- *each parent takes some responsibility for their mistakes and wrong turns (e.g., oversharing with the children, exposing them directly/indirectly to parental conflict, poor parenting, etc.), with specific examples and proper apologies*
- *corrective information relating to the reasons for the separation (e.g., one parent may have initiated the separation, but this does not mean they caused all the problems in the marriage; both parents contributed to the marriage not working out the way we both had hoped when we married)*
- *general reference to the CPA the parents have agreed to (e.g., protecting children from parental conflict, speaking positively about the other parent, supporting relationship with other parent, etc.)*
- *issues are likely to arise, nothing is perfect, we learn from mistakes and adjust and move forward, all will work to resolve issues, avoiding working on issues is not a healthy solution and just creates other problems*

All of what we have reviewed so far provides the foundation for and steppingstones towards message. The Essential Skills and 33 Coparenting Solutions books you were assigned to read are key to your preparation, so if you have not read it please be sure you have read it by \_\_\_\_\_. For homework, please put together some bullet points of what you'd like to include in your parts of the jointly constructive coparenting narrative. We will work this further when we meet and create the script.

Please keep in mind the family therapy *[for outpatient or intensive models]* while thoroughly planned with a carefully designed curriculum specifically for your family needs, will be organic and we may need to adjust the order or inclusion of content as you move through the experience to be responsive to what may arise from you or the children. So, when I say we'll do this or that, and when, it is a guesstimate and may change. My experience is that we end

up covering all the material, though sometimes in a different order as we remain focused on making the delivery as relevant and appropriate to the family members' experiences at the time.