

SETTLEMENT-FOCUSED PARENTING PLAN ASSESSMENT RETAINER AGREEMENT

Between:

John A. Butt, B.A., M.Sc., Reg'd MFT
Child Custody and Access Assessor

And

Applicant:

Address:

Counsel for Applicant:

And

Respondent:

Address:

Counsel for Respondent:

In the matter of:

Court of Jurisdiction:

Court File No.:

Child(ren): Name and Date of Birth

- 1.
- 2.
- 3.

PURPOSE OF RETAINER:

The Applicant, Respondent, and their respective counsel (if applicable) acknowledge the retainer of Mr. John A. Butt for the purpose of assessing the needs of the above-named child/ren with respect to child custody and/or access issues, and providing verbal disclosure of the findings together with a verbal Parenting Plan.

ACKNOWLEDGEMENT OF THE PROFESSIONAL DESIGNATION OF THE ASSESSOR AND THE SCOPE OF SERVICES BEING PROVIDED:

The parties acknowledge and understand that:

John A. Butt is a Registered Marriage and Family Therapist (RMFT) and a Member of the Canadian Association for Marriage and Family Therapy (#2017180).

The parties further acknowledge and understand that in his role as the Assessor:

John A. Butt **is not** a *Member of the College of Registered Psychotherapists of Ontario.*

Initials of Parties:

As defined by the College of Registered Psychotherapists of Ontario, John A. Butt in his role as the Assessor **is not** acting as a *Registered Psychotherapist*.

As defined by the College of Registered Psychotherapists of Ontario, and/or the Regulated Health Professions Act, 1991, John A. Butt in his role as the Assessor **is not** practicing the *Controlled Act of Psychotherapy*.

As defined in the Ontario Psychotherapy Act, 2007, and/or the Regulated Health Professions Act, 1991, John A. Butt in his role as the Assessor **is not** performing services that constitute the *Profession of Psychotherapy*.

As defined in the Ontario Psychotherapy Act, 2007, and/or the Regulated Health Professions Act, 1991, the scope of practice of the Assessment services provided by John A. Butt **does not** constitute the *Practice of Psychotherapy*.

DEFINITIONS:

Money Retainers: An amount of money, as set out below, that is paid on account or deposit as security for payment to the Assessor for fees and disbursements accrued over the course of the assessment. Such retainers shall be paid in full to the Assessor by the parties directly, or by their respective Counsel (if applicable) on behalf of their clients, in equal proportions or as otherwise agreed to between the parties.

Rate of Fees: Any and all direct service and/or administrative service undertaken shall be delivered at an hourly rate of \$350.00 (Three Hundred & Fifty Dollars). HST is in addition to the hourly fee.

Disbursements: In addition to the above noted fees, costs incurred by the Assessor over the course of conducting the assessment shall be applied against the retainers. Such costs shall include but not be limited to: Travel Time (outside of Brantford) at the hourly rate of \$175.00 (One Hundred & Fifty Dollars); Kilometre Charge (outside of Brantford) at the rate of \$0.54 (Fifty-Four) cents per kilometre; substantive Long Distance phone calls at the rate of \$0.10 (Ten) cents per minute; substantive Photocopies and Fax Pages at the rate of \$0.10 (Ten) cents per page; Fees established by Collateral Contacts (doctors, counsellors, professional agencies, schools, etc.) for the provision of copies of their records and/or interviews pertaining to the child(ren) and/or the parties.

Sequence of Services: Custody/access assessments provided by this Assessor are based upon a 2-Step model which is designed to a) obtain a *thorough and comprehensive understanding* of the family circumstances and the context of the child, b) *promote resolution and settlement*, and c) *minimize costs* associated with the writing of a custody and access assessment report and related trial proceedings.

Step 1: The first step involves the gathering of all necessary information and material by the Assessor in his sole discretion. Such necessary information includes but is not limited to a review of the pleadings; interviews with the parties, the child/ren, and new partners/significant others; observations of the children in interaction with each party and their respective in-home family members; and collateral information from such

professional sources as schools, doctors, counselling services, addiction/mental health services, police, CAS, etc.

The information gathered is then considered by the Assessor in context of the needs and best interests of the child/ren as established in Section 24 of the *Children's Law Reform Act*.

Step 2: A Settlement Meeting is then convened with the parties and their Counsel (as applicable). The most pertinent information obtained will be *summarized verbally* in the Settlement Meeting. A comprehensive Parenting Plan will also be *verbally* provided by the Assessor which details the recommendations pertaining to custody, access, and any associated issues identified in the course of the assessment.

No written report shall be provided by the Assessor. However, the Assessor will make every effort to ensure that the parties and their Counsel have the opportunity to take detailed notes as to the exact particulars of the recommended Parenting Plan.

INITIAL MONEY RETAINER:

Step 1 and Step 2 fees are based upon the hourly rate identified above and are based upon an initial retainer representing 20 hours of service at a fee of \$7,000.00 (Seven thousand dollars) plus HST, totaling **\$7,910.00** (Seven thousand nine hundred and ten dollars). The total fee is *payable by cheque or e-transfer* in full and prior to any assessment services being commenced. Should Step 1 entail more than 20 hours of service due to such things as the volume of required information or the complexity of the family situation, or should there be acquired fees for travel or professional reports, then such additional costs shall be billed prior to the Settlement Meeting and *such fees must be paid in full prior to the commencement of the Settlement Meeting*.

Once the Assessor is prepared for the Settlement Meeting, there shall be a projected cost for the Settlement Meeting. The parties commit to ensuring that the balance of the Retainer is sufficient to cover such projected costs prior to the delivery of the Settlement Meeting.

The cost for the assessment process as outlined in Step 1 and Step 2 above shall be shared and paid equally by both parties unless proportions are otherwise agreed to as detailed above.

The signatories agree that the Assessor's account pertaining to Step 1 and Step 2 shall be paid in full prior to the provision of the Settlement Meeting and sharing of the Parenting Plan.

S. 30 CLRA ORDER and PRIVATE AGREEMENT:

As this Assessor provides settlement-focused assessment services that by virtue of this agreement do not entail either the filing of a report or the attendance by the Assessor to give evidence before the Court, then any S. 30 Order issued in this matter must be withdrawn in favour of a private agreement between the parties and this signed Retainer Agreement. However, a copy of any other Orders and/or custody and access-related

pleadings along shall be provided to the Assessor prior to the commencement of the assessment services.

ATTENDANCE AT COURT: The parties acknowledge and understand that Mr. Butt will not be requested, summonsed, or in any other way compelled to give evidence at trial as to the custody and access assessment or its findings.

The parties acknowledge and understand that Mr. Butt's notes or clinical record compiled during the custody and access assessment process will not be requested, summonsed, or in any other way compelled to be released in any manner or for any aspect of the legal proceeding.

INTEREST: Overdue accounts shall accrue interest at the rate of **2% per month.**

TERMINATION OF AGREEMENT: At any time, *either of the parents or Mr. Butt* may terminate the assessment process upon written notice to the parties and the Assessor. At that time the Assessor shall cease the provision of services and reimburse any residual amount of the remaining Retainer.

CONFLICT OF INTEREST: Any formal involvement by the Office of the Children's Lawyer in the custody and access proceedings shall constitute a conflict of interest and shall result in the immediate termination of the Assessor's services and withdrawal by the Assessor.

RELEASE and RESTRAINTS: The undersigned (Party/Parties to this Agreement) agrees not to make claim or take proceedings against either John Butt or any other person or corporation who might claim contribution or indemnity from the Releasee (John Butt) under the provisions of any statute or otherwise. In the event the undersigned does make a claim or take proceedings against the Releasee (John Butt) or a party who, in turn, claims contribution or indemnity from the Releasee (John Butt), the undersigned shall forthwith fully indemnify the Releasee (John Butt) for any damages, interest or complete indemnity legal costs incurred in defending such claim or proceeding; and this Release may be pleaded and relied upon in any summary judgment motion or application against the undersigned to recover any such loss incurred by the Releasee (John Butt).

Such release and indemnification does not negate the rights of any governing professional body or association of which the Releasee (John Butt) is a Member to perform its duties and responsibilities. However, the undersigned (Party/Parties to this Agreement) shall be and are hereby restrained and enjoined from making any complaints concerning John Butt, and the assessment John Butt is directed to prepare, to his governing body, to consumer protection bureaus, and to any other similar organization without leave of the Court or until such time as the claims in dispute in this matter have been resolved and all potential appeals and appeal periods have been exhausted.

COMMENCEMENT OF SERVICES: Services will commence upon the signing of this Retainer Agreement and the receipt by the Assessor of the above noted retainer and the receipt by the Assessor of all custody/access-related Court Orders and pleadings as described above.

SIGNATORIES TO THE AGREEMENT:

John A. Butt

Date

Applicant/Party 1
Name:

Date

Counsel for Applicant
Name:

Date

Respondent/Party 2
Name:

Date

Counsel for Respondent
Name:

Date

INDEPENDENT LEGAL ADVICE:

Party 1: Confirmation of the receipt of Independent Legal Advice

I _____ (print name of party) confirm that I have received independent legal advice regarding the terms of this Retainer Agreement for custody and access assessment services provided by John A. Butt, Assessor. *I have attached to this agreement a copy of the Certificate of Independent Legal Advice provided to me by Counsel under subsection 59.6(2) of the Family Law Act.*

(Signature of Party) Date: _____

Party 1: Confirmation by Counsel of the provision of Independent Legal Advice

I _____ (name of Counsel) confirm and certify that I provided _____ with *Independent Legal Advice* pertaining to the terms of this Retainer Agreement as required under subsection 59.6 of the *Family Law Act*.

Signature of Counsel Date: _____

Party 2: Confirmation of the receipt of Independent Legal Advice

I _____ (print name of party) confirm that I have received independent legal advice regarding the terms of this Retainer Agreement for custody and access assessment services provided by John A. Butt, Assessor. *I have attached to this agreement a copy of the Certificate of Independent Legal Advice provided to me by Counsel under subsection 59.6(2) of the Family Law Act.*

(Signature of Party) Date: _____

Party 2: Confirmation by Counsel of the provision of Independent Legal Advice

I _____ (name of Counsel) confirm and certify that I provided _____ with *Independent Legal Advice* pertaining to the terms of this Retainer Agreement as required under subsection 59.6 of the *Family Law Act*.

Signature of Counsel Date: _____