

A strength-guided, goal-oriented approach to the positive growth and development of people and services.

**Child Custody and Access Assessments
Parenting Capacity Assessments
Referral Form**

(To be reviewed and completed by both parents with their respective lawyer.)

Instructions:

1. Lawyer and client read the information herein and complete the forms herein together.
2. Parties and lawyers make arrangements for payment of retainer.
3. Lawyers submit retainer and materials (pleadings, Orders, current agreements) to the assessor.
4. Assessor thereafter will contact the parties to commence the assessment process.
5. In the event of questions arising, the lawyer(s) should call for clarification.

Please note, referrals are NOT accepted for this service from persons who are self represented.

The referral for service MUST come from a lawyer and both parties must maintain their legal representation throughout the assessment process. If a party dismisses the lawyer during the assessment process, service may be terminated at the sole discretion of the assessor.

Child custody and access assessments are provided in those cases where parents are unable to resolve parenting disputes between themselves. The assessor's role is usually to provide recommendations setting out a plan for the ongoing care of the child between the separated parents.

Parenting capacity assessments are provided in those cases more typically where a parent or parents are in dispute with a child welfare agency about their ability to meet the needs of and/or care for their children. The assessor's role is to comment on the ability of the parent or parents to care for their children and/or set out a plan to support the care of the children or advise when, in the view of the assessor, alternate care arrangements are required.

Assessors are duty bound to provide recommendations to the Court and/or the parties subject to the dispute, respecting the best interests of the children. Such recommendations may or may not be consistent with the positions of the parents. Recommendations may be used by parents to settle matters outside of court at their discretion.

Parents are expected to cooperate fully with the assessment process and must provide consents for the disclosure and transmittal of information if requested by the assessor. By necessity, information disclosed to the assessor by either party or by third party reports can be shared between the assessor and the parties, their lawyers and the Court at the discretion of the assessor or as ordered by the Court.

General Description of Process and Costs:

1. The assessor may be contacted by one or both lawyers to make a referral for assessment service. Contact may be by telephone with one lawyer, conference call with both lawyers or by written submission by letter/email with content agreed upon by both lawyers. Parents

should not phone directly for assessments as this may be perceived as leading to bias by the other parent or party and could actually undermine the referral.

2. If there are terms of reference for the assessment or directions by the Court, these must be shared with the assessor at the time of referral. The assessor reserves the right to accept or reject the referral and is not bound by an Order of the Court appointing the assessor without the assessor's prior expressed informed consent.
3. Based upon a discussion of the request for service, a letter or email will be provided if the referral has been accepted and detailing pertinent conditions to commence. This letter must be shared between the lawyers and parties subject to the assessment. Parties must agree on the choice of the assessor and terms therein. In lieu of agreement, there must be a Court Order appointing the assessor, assuming prior consent of the assessor.
4. A copy of the pleadings brief and Court Orders are required prior to interviews with the parties.
5. Disclosure and transmittal of all records from any agency, physician, CAS, or hospital that has had involvement with the family is required if requested by the assessor. Both parents may be required to undertake a criminal reference check and provide the police report to the assessor. School records are required for school age children. Written information from interested third parties may also be requested. Lawyers may be asked to make provision for release, disclosure, transmittal and costs of reports as set out above. Third party reports may be required in advance of setting appointments at the discretion of the assessor. Additional information can be requested and required by the assessor at any point during the assessment process.
6. After receipt of all pertinent information, appointments will then be set with parents and children. Generally for custody and access assessments, two meetings are held with each parent separately, and two interviews with the children as brought by one parent and then the other parent. Home visits can be required at the discretion of the assessor. Subsequent and other interviews will be scheduled as required. In the event a settlement can be reached during the process of the assessment, this may be encouraged. Parenting Capacity assessments generally also require at least two interviews with the parents as well as a meeting with parents and children.
7. Following collection of the reports and interviews, a comprehensive assessment report is composed and includes a family history; review of data collected; discussion based upon the data; and concludes with recommendations.
8. Upon completion of this report, a disclosure meeting is held with the lawyers and parties to disclose the content and recommendations of the assessment report. Typically, the assessment report is disclosed only in the context of a disclosure meeting. Both parties and lawyers must be prepared to attend as part of this process. The assessor can withhold the assessment report in the absence of a disclosure meeting. This meeting may also provide an opportunity to settle matters pertaining to custody and access.
9. On average, 25 to 30 hours are required to complete assessments. (Paper review, 3 - 5 hrs.; interviews, 10 -12 hrs.; collateral contact, 2 - 3 hrs.; report preparation, 6 - 8 hrs.; disclosure,

- 1-3 hrs.) The cost of assessments is based on an hourly fee as per the sliding fee schedule below. Travel time will also be billed at the hourly rate plus \$0.60/km.
10. A retainer based on 30 hours of service, plus HST, is required prior to commencing the assessment. In the event the actual cost of the assessment is less than the retainer, then a refund will be issued. If the cost is more than the retainer, then more funds will be required prior to the completion of the assessment process. The assessment report may not be released until the entire cost of the assessment has been paid in full, at the discretion of the assessor.
 11. The lawyers or parties must determine how the cost of the assessment will be paid. This is not a matter for the assessor to determine. Cheque(s) or cash must be provided and no action will be taken on the file until funds are cleared.
 12. The lawyers and parties agree that if Gary Direnfeld is called to Court or any other form of meeting, or if he is asked for any report or documents, he shall be compensated fully for all time required to prepare and attend, including mileage @ \$0.60/km, whether or not called upon by subpoena or by other request and that this will be paid in advance by retainer as per the most current fee schedule. Payment is the responsibility of the person requesting and/or requiring court attendance and/or meetings and/or reports/documents unless otherwise agreed by the parties. Delivery of a report and/or other work may be withheld pending receipt of any outstanding payment. Any cost incurred to collect payment on an outstanding account balance shall be added to the account.
 13. Gary Direnfeld shall be entitled to retain independent legal counsel and to be compensated for the cost thereof on a substantial indemnity basis in circumstances where in his sole and arbitrary determination, his integrity, independence, and quality of service are called into question or in any circumstance where he is required to attend and answer questions in accordance with any subpoena, Order or any other request, whether requiring attendance in person or by any other means such as correspondence, fax, email or telephone.
 14. Lawyers and parties also agree not bring any actions for damages or any other claims of any kind or character against Gary Direnfeld for any acts or omissions in the course of carrying out his duties. Lawyers and parties agree to waive any and all rights to address any issue against Gary Direnfeld through the Ontario College of Social Workers and Social Service Workers to which he belongs or through any Court or any other process not here specifically contemplated in this or any other jurisdiction.
 15. Assuming cooperation from the parties, assessments are generally completed within 6 to 10 weeks after clearing of the retainer cheque and receipt of all required reports.
 16. The parties must execute the Assessment Policy Agreement form at our first meeting. (See Appendix One)

Fees:

As a social worker, I am respectful of people's different income levels. As such, the fee is set on a fee-for-service basis using a sliding scale that ranges from \$150 - \$400 per hour. The actual fee then is determined by your joint income, or may be determined by your assets or at the discretion of the assessor. You will be charged from the beginning of the scheduled appointment time, even if you are late. Appointments cancelled with less than 48 hours (two business days) will be billed

for one hour. Further, time will be taken at the beginning of the first meeting for me to present my qualifications, experience and approach to service so that service is provided on an informed basis. This is deemed part of the time provided and billed for as is any time directed to your file during the referral process.

A retainer based on 30 hours of service at the respective rate, as per the fee schedule below, is required prior to commencing. Billing will be on basis of actual time spent on any activity related to the assessment service, charged at the rate as per the fee schedule below, plus HST. When calculating the retainer, remember to include the HST. You will be billed for any activity directed to your case. If less time is taken than covered by the retainer, a refund will be issued. If more time is required than covered by the retainer, the assessor may ask for additional funds to be provided before continuing the assessment process. The final report can be withheld pending payment of account balance.

Fee Schedule (based on joint annual gross income):

Income	Fee/hour
0 - \$75,000	\$150.00
\$75,000 - \$100,000	\$175.00
\$100,000 - \$125,000	\$200.00
\$125,000 - \$150,000	\$225.00
\$150,000 - \$175,000	\$250.00
\$175,000 - \$200,000	\$275.00
\$200,000 - \$250,000	\$300.00
\$250,000 - \$350,000	\$350.00
\$350,000 +	\$400.00

Third Party Payments (EAP and other Benefit Providers):

Please be advised that I do not accept payment by third party payers (benefit or EAP providers) whatsoever. People are directly responsible for payment of services as per the information above at the time of service. A receipt will be provided with which persons can seek reimbursement from their EAP or benefit provider. I take no responsibility for your reimbursement. Reimbursement remains a matter between you and your benefit or EAP provider.

If you do seek reimbursement through your benefit or EAP provider and I am called to verify the charge, I will do so with your implied consent. My disclosure will be limited to advising of my credentials as well as verifying the billing information, service provided and persons served. Please note, assessment is a clinical-legal service and may not be covered. No information regarding the nature or content of information discussed will be provided without signed consent, for which you will be charged as per the time required.

Referral Information

Lawyer Information	Lawyer for Mother	Lawyer for Father
Name		
Address		
City		
Province		
Postal Code		
Telephone		
Fax		
Email		

Parent Information	Mother	Father
Name		
Address		
City		
Province		
Postal Code		
Telephone		
Email		

Child's Name	Date of Birth	Current Age

Please circle yes or no

Do you have a Parenting Plan?	Yes	No
Is there a Separation Agreement?	Yes	No
Is there a Court Order in effect?	Yes	No
Has another assessment ever been conducted?	Yes	No
Have criminal charges been laid against either parent?	Yes	No
Has either parent been convicted of a criminal offence?	Yes	No

If there has been a charge or conviction of a criminal offence, please describe:

Reason for Assessment:

Current residential schedule:

Key: Use "M" for Mother and "F" for Father

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Description:

Location of pick-ups: _____

Location of drop-offs: _____

Transportation arrangements for the children between the parents are as follows:

Description of current custody agreement:

Description of current holiday agreements:

Description of current school arrangements:

Description of any restraining orders, bail or parole conditions currently in effect:

Brief description of current issues:

Retainer calculation:

Mother's annual gross income	
Father's annual gross income	
Combined income	
Hourly fee as per the fee schedule above	
Total retainer (30 hours x hourly fee)	
HST (13%)	
Total retainer with HST	

Name of person completing this form

Date

Please append a copy existing agreements, Court Orders, assessments, bail notices or conviction notices to this form.

Certificates of Independent Legal Advice

Client Certificate:

I (name of parent) _____, of (name of city and Province) _____, _____, certify that I have received Independent Legal Advice with regard to the information provided within the Child Custody and Access Assessments Parenting Capacity Assessments, Referral Form and agree to the terms and/or processes therein. I understand that while I may not be satisfied with the recommendations of the assessor, such recommendations will form the assessor's opinion with regard to the best interests of my children. I also understand that I waive any and all rights to address any issue against Gary Direnfeld through the Ontario College of Social Workers and Social Service Workers to which he belongs or through any Court or any other process not here specifically contemplated in this or any other jurisdiction. Notwithstanding, if I do bring any claim for any reason at any time against Mr. Direnfeld, he may hire a lawyer at his sole discretion to defend himself and I will be responsible for any and all costs related to his defense, regardless of the outcome.

Print Name of Parent

Signature of Parent

Lawyer Certificate:

I (name of lawyer), _____, of (name of city and Province), _____, _____, certify that I have provided Independent Legal Advice to the above named as my client, with regard to the information provided within the Child Custody and Access Assessments Parenting Capacity Assessments, Referral Form. I have fully explained the nature and effect of the terms and/or processes therein and I am satisfied that my client understands the nature and effect of the process being entered into and that my client is entering into this process knowingly and voluntarily.

Print Name of Lawyer

Signature of Lawyer

Name of Law Firm

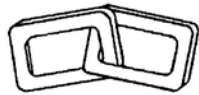
Address

Date this form was executed

Appendix One

Assessment Policy Agreement Form

The following form is provided for information only and will be completed by Gary Direnfeld with the client directly at the time of the first meeting as part of an informed consent process.
Please wait to sign the form until you meet with Gary Direnfeld.



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Assessment Policy Agreement Form

Confidentiality	Information will be shared only upon written consent except where there is risk of harm to self or another person, or as required by law. The service record is the property of Gary Direnfeld. Information obtained about persons served shall be used for service purposes, payment collection and/or, satisfaction surveys. Non-identifying information may be used for statistical, research or teaching purposes.
Consultation	Consultation may be obtained in order to facilitate appropriate service. No identifying information will be released for this purpose.
Appointments	Client time and billing begins at the scheduled appointment time. Missed appointments and appointments cancelled with less than 48 hours notice (not including weekends), will be billed at the hourly rate to the client directly for one hour.
Fees, Costs, Payment, Right for Assessor to Retain Counsel	Service is provided on a fee-for-service basis for any time directed to your service. Clients are expected to pay by retainer that may be added to if more time is necessary. H.S.T. will be added to all bills (HST # 133861625). Your fee-for-service _____ per hour. The parties agree that if Gary Direnfeld is called to Court or any other form of meeting, or if he is asked for any report or documents, he shall be compensated fully for all time required to prepare and attend, including mileage @ \$0.60/km, whether or not called upon by subpoena or by other request and that this will be paid in advance by retainer as per the most current fee schedule. Payment is the responsibility of the person requesting and/or requiring court attendance and/or meetings and/or reports/documents unless otherwise agreed by the parties. Delivery of a report and/or other work may be withheld pending receipt of any outstanding payment. Any cost incurred to collect payment on an outstanding account balance shall be added to the account. Further, Gary Direnfeld shall be entitled to retain independent legal counsel and to be compensated for the cost thereof on a substantial indemnity basis in circumstances where in his sole and arbitrary determination, his integrity, independence, and quality of service are called into question or in any circumstance where he is required to attend and answer questions in accordance with any subpoena, Order or any other request, whether requiring attendance in person or by any other means such as correspondence, fax, email or telephone.
Other	Sometimes circumstances arise requiring other agreements prior to service. These agreements will be specified when appropriate and may be set in writing. Gary Direnfeld reserves the right to suspend or terminate service for any reason whatsoever.
Direction of Service / Approval to Communicate/ Agreement to Cooperate	Assessment is directed towards the best interest of children of separated parents. As such, comments and/or recommendations may not reflect the position of either parent but will reflect the considered opinion of Gary Direnfeld with regard to his determination of the best interests of children. Such information will be provided as guidance to the parties and/or Court to facilitate their resolution as best as possible. The parties understand that there is no guarantee that they will reach an agreement through this service. The undersigned agrees to the direction of service and provides consent for the mutual transmittal of information concerning themselves and/or family by any means between Gary Direnfeld and all lawyers, courts and other parties involved in this matter, and/or the preparation and transmittal of a report by Gary Direnfeld to all lawyers, Courts and other parties involved in this matter. Further, the undersigned agree to cooperate fully with the service process and any requirement made by Gary Direnfeld to facilitate the service process.

I/we have read these policies and/or have had them read to me/us by Gary Direnfeld and understand them and my/our responsibilities. Further, Gary Direnfeld has discussed his background, expertise and approach to service. I/we agree that Gary Direnfeld has the requisite knowledge and training to conduct this service and agree to engage his service on the terms herein and/or other agreements that may have been entered into with regard to this service. I/we also agree not bring any actions for damages or any other claims of any kind or character against Gary Direnfeld for any acts or omissions in the course of carrying out his duties. I/we agree that I/we waive any and all rights to address any issue against Gary Direnfeld through the Ontario College of Social Workers and Social Service Workers to which he belongs or through any Court or any other process not here specifically contemplated in this or any other jurisdiction.

Signature: _____

Date: _____

THIS FORM WILL BE COMPLETED WITH GARY DIRENFELD AND SIGNED IN HIS PRESENCE.

Signature: _____

Gary Direnfeld: _____