

# Successful Families Inc.

Michelle L. Hayes, B.S.W., M.S.W., AccFm

Assessments, Counselling, Mediation and Consultation

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## RETAINER CONTRACT: SECTION 30, CLRA ASSESSMENT

RE: PARENT \_\_\_\_\_ D.O.B. \_\_\_\_\_  
PARENT \_\_\_\_\_ D.O.B. \_\_\_\_\_  
CHILDREN \_\_\_\_\_ D.O.B. \_\_\_\_\_  
\_\_\_\_\_ D.O.B. \_\_\_\_\_  
\_\_\_\_\_ D.O.B. \_\_\_\_\_

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1. It is hereby agreed that, pursuant to Section 30 of the *Children's Law Reform Act*, Michelle Hayes M.S.W., R.S.W. is retained to act as an Assessor to determine the needs of the above-named child/ren and the capacity and willingness of each of the above-named parents to meet those needs.

It is further agreed that Michelle Hayes will provide recommendations regarding the following issues relating to the child/ren's parenting arrangements:

- how information regarding the child/ren should be shared between the parents;
- how decisions affecting the child/ren shall be made;
- the nature and schedule of the child/ren's living arrangements, including the time spent by the child/ren with each parent.

2. It is acknowledged that the Assessor is an impartial third party whose role is to perform a complete evaluation in order to arrive at recommendations for a parenting plan that will be in the best interests of the child/ren.
3. The parties *must* obtain independent legal advice, particularly prior to signing any written agreement, to ensure that they are fully informed of their legal rights and obligations and the legal implications of such an agreement. The parents must have the legal professional sign the Certificate of Independent Legal Advice and submit it with the retainer agreement.
4. The Assessor shall have the right at any time to include in the assessment process the child/ren or any other significant third party, such as a new partner, grandparents, other relatives, legal counsel or other significant involved persons as the Assessor deems necessary. The parents shall be responsible for ensuring that third parties contact the Assessor's offices in order to schedule agreed upon appointments.

5. The Assessor may receive documentation from the parents, and obtain information from relevant sources, consult such persons and read such reports, records or documents as she deems necessary pursuant to receipt of signed consents to Release of Information from the relevant party or parties.
6. It is agreed that the parties will make full disclosure of all relevant information reasonably required for the Assessor to understand the issues presented.
7. It is further agreed that the parents will execute any consent forms necessary for the Assessor to obtain relevant information. Should either parent refuse to sign a consent to Release of Information in relation to such information, the Assessor shall either withdraw consent to complete the assessment or draw a negative inference from the refusal. The Assessor shall forward relevant Consents to Release of Information to involved collateral professional, accompanied by a formal request for a reply. The parents undertake to assume responsibility for ensuring that such professionals respond to the Assessor's request for information.
8. Occasionally, objective testing may be helpful to obtain a broader understanding of a parent's psychological and social functioning and how this might impact on parenting ability. The assessor reserves the ability to refer the parents for psychological testing in the event that there are issues requiring assessment by a trained psychologist. In the event that parents are referred to a psychologist, the parents will be referred out to a professional at an additional cost to parents. The psychologist's contract for service and costs associated with their services are above and beyond the costs associated with the custody and access assessment. The parents can make decisions regarding their willingness to about participate and after enquiring about the costs.
9. It is understood that:
  - the Assessor will prepare a written report summarizing the Assessor's findings and recommendations, unless both parents agree that it is not necessary;
  - Anything said or any admission or communication made in the course of the assessment may be used in the report if, in the judgment of the Assessor, it is relevant to the issues before her;
  - the Assessor may be called as a witness by either party in a legal proceeding and would be open to cross-examination by either counsel.
10. It is agreed that:
  - The parents will share equally the fees and disbursements, with \_\_\_\_\_ paying \_\_\_\_\_% and \_\_\_\_\_

- paying \_\_\_\_\_%, or as agreed by counsel, incurred by the Assessor for all services provided with respect to the assessment and preparation of any documents or reports, including but not limited to: time for interviews, reading reports and documentation, telephone conversations with the clients, lawyers or other collateral sources, preparing reports, correspondence and other relevant activities. Disbursements and other out-of-pocket expenses incurred by the Assessor, such as for reports from collateral professionals, photocopying, long distance phone calls, travel time, and messenger services may be billed additionally;
- A minimum initial retainer in the amount of \$8000.00, representing approximately the first 22 hours of service to be held in trust, will be paid proportionally by the parties prior to commencement of the assessment. It is understood that the retainer represents an initial retainer and not an estimate of costs and that the parties will be proportionally responsible for any additional fees;
  - The parties shall be advised if and when their respective retainers have been depleted. At that time and estimate of additional costs will be provided and a further retainer of at least \$2000.00 will be required to cover these costs requested. The parties agree to submit these funds within a reasonable period of time, and, in any event, prior to completion of the assessment process.
  - Interim statements of account shall be sent to the parties throughout the process and payments shall be due when an account is rendered. The parents may also request updated statements of account;
  - The hourly rate shall be \$350.00 per hour plus HST. Billing is completed in .1 (decimal conversion) of the hour, meaning that billing will accumulate in 6 minute increments.
11. The parties agree to ensure that outstanding professional fees and disbursements related to the assessment have been paid in full prior to disclosure of findings and recommendations and preparation and release of any written report.
  12. It is agreed that the parents and anyone acting on their behalf will make all possible efforts, within reasonable limits, not to take any fresh steps in the legal proceedings between the parties with respect to those issues that are being assessed.
  13. In the event that the Assessor is called to court or examination by legal counsel, a separate fee shall be required for preparations and attendance as an expert witness. Unless otherwise agreed by the parents or their respective legal representatives, fees for attendance by the Assessor for examinations by legal counsel or attendance at court shall be paid, at the hourly rate, by the individual responsible for requiring the Assessor's attendance.

14. Each of the undersigned acknowledges that he/she/they have read this contract and agrees to be bound by the terms set out above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ms.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mr.

\_\_\_\_\_  
Date

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, \_\_\_\_\_, Barrister & Solicitor, have reviewed the attached Sec. 30 CLRA Assessment Retainer Agreement (the “Agreement”) and have fully explained to my client \_\_\_\_\_ the meaning and intent of the Agreement and have given the client independent legal advice prior to the Agreement being signed. I have also explained to my client that the Agreement is a “domestic contract” within the meaning of the Family Law Act, and as such a court may set aside the Agreement under various circumstances about which I have informed my client. In my opinion, my client understands the nature and consequences of this Agreement and is not signing this Agreement as a result of any undue influence placed upon the client by any person. I hereby confirm that I am satisfied that my client is fully able to participate in the Section 30 Assessment and is signing the Agreement voluntarily.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawyer