

## CHILD SPECIALIST CONTRACT SEPARATION AND DIVORCE INTERVENTION

### INTRODUCTION

#### Role of Child Specialist

The Child Specialist is defined as a child centered, family focused intervention role that is particularly important to those families experiencing conflict post separation and divorce. The Child Specialist provides a safe and developmentally appropriate way to include children's voices so that parents and other third party decision-makers can consider children as part of the process vs. objects of discussion. The Child Specialist is responsible to identify *what* and *how* to share with parents and third parties so that children's needs and best interests are kept in focus. The feedback given to parents may be verbal or written. Children are never placed in a position to make decisions related to parenting.

#### A VOLUNTARY PROCESS FOR CHILDREN

Parents, lawyers, counselors, and/or Judges may refer children to attend with a Child Specialist, but children will not be forced to attend, rather child agreement for attendance is necessary. The Child Specialist can identify children who would prefer not to be involved.

#### CHILDREN'S AGE – WHO CAN ATTEND?

Children/Youth age 4 -18 years may attend.

#### CHILDREN'S CONFIDENTIALITY

Children are informed (in a developmentally sensitive manner) that their time with the Child Specialist is private but not "secret". The child is able to share anything he/she would like to with his/her parents but the Child Specialist will not share anything that has not been agreed to by the child (with the exception of risk related issues). Children will be part of the decision-making re: how and what the Child Specialist reports back to third parties. ***Children will not be expected to choose a parent or be a part of any decision-making regarding their parents' parenting plan.***

## **PROCESS**

1. The Child Specialist will meet with each parent individually in order to gain an understanding of caregiver concerns related to their children prior to meeting with the children.
2. The Child Specialist will meet with each child individually. Sessions with children are 45-50 minutes in length and the child specialist will meet with each child a minimum of 2-4 times.
3. Each parent is required to bring a child to a session (alternating if possible).
4. It is possible that the Child Specialist may also want to meet with the children together or ask for addition sessions with a very slow-to-warm up or shy child.
5. The Child Specialist will then provide feedback to the children's parents. This can occur at a joint parent meeting, individual parent meeting, at a meeting with legal counsel present or at a Mediation, Arbitration or Parenting Coordination Session. The format for feedback may be different for each family.
6. Feedback may also be provided in writing to the parties.
7. The Child Specialist is a particular role that does not entail long-term counselling of children but each child's needs are unique and times seen may vary.

## **PROFESSIONAL BACKGROUND OF CHILD SPECIALIST**

It is important when choosing a Child Specialist that the practitioner has expertise in child development, interviewing children, child psychotherapy processes, child and play therapy/expressive therapies for children, mental health and assessment/evaluation skills, separation and divorce stages and processes and parenting planning, family therapy, conflict related to separation and divorce, working with parents in conflict and expert witness testimony.

### **LORRI YASENIK PH.D., RSW**

Dr. Lorri Yasenik is an international trainer in the area of child psychotherapy and play therapy for qualified mental health workers in 7 different countries. She has experience as an expert witness in Family Court and Court of Queen's Bench. She has worked extensively with Child and Family Services with children "at risk" and is currently involved with the Law Reform group in Alberta. Dr. Yasenik has been in private practice delivering child therapy services to children and their families for 24 years and has authored and co-authored books related to child therapy. Dr. Yasenik completed research in the area of "*Including the Voices of Children in the Legal System*" (2013).

#### **Dr. Yasenik has the following professional affiliations:**

- Registered Clinical Social Worker, College of Alberta Social Workers (CASW)
- Registered Family Mediator (Alberta Family Mediation Society (AFMS))
- Registered Parenting Coordinator- Arbitrator (AFMS)

- Certified Child Psychotherapist and Play Therapist - Supervisor (CACPT-S)
- Registered Play Therapist Association of Play Therapy – Supervisor (APT-S)
- Approved Child and Play Therapy Trainer for CACPT and APT (Internationally)

## **FEES AND CHARGES**

- a. The Child Specialist shall charge for services at the rate of \$275.00 per hour (or portion thereof) and shall be cost shared as agreed upon by the parents. Court attendance and any preparation or time taken for court will be billed at \$300.00 per hour.
  - Fees include: All communication including reading materials provided, telephone conferences, consultations with third parties, consultations with legal counsel, individual and joint sessions for parents, child sessions, long distant calls, fax charges, paper costs, report writing, session notes and any other costs related to managing your file. The above services will be charged out at the hourly rate.
  - Prior to reading and responding to any email, all emails received regardless of length are billed at .1 of the hourly rate. Charges for reading and responding are in addition to this base fee.
  - If at any time either party calls the Child Specialist as a Witness to court for a hearing or trial or if a party requests any written documents or reports related to court (or for another 3<sup>rd</sup> party), all time taken for the matter related to these services will be billed at the hourly Child Specialist rate.
- b. This fee is due and payable on completion of each and every session, unless previously agreed upon by the parties, or legal counsel. Any additional fees will be billed as they occur and placed on each party' s credit card account or deducted from an agreed-to retainer.
- c. If a retainer fee is required, this amount shall be \$500.00 each parent
- d. Any out of pocket expenses (disbursements) are due when billed.
- e. Visa, Master card, cash and cheques are accepted payment methods.
- g. For fees to be billed to a lawyer's trust account there must be a letter on file consenting to this previous to attendance at this office.
- h. Outstanding accounts of more than 60 days may be referred to a collection agency, names and demographic information shall be given; or directed legal counsel for small claims action.
- i. Clients understand that GST is not charged for the services and is exempt

for regulated mental health professionals who are licensed under the Health Professions Act. Thus, many insurance companies may reimburse for services, and as well, the services may be a medical expense under Revenue Canada rules.

**INFORMED CONSENT**

- I am aware of and agree to the above terms of the Child Specialist
- I am aware my files are kept for 10 years
- That retrieval of documentation may encumber fees
- I /We are the legal guardians of:

Parent 1 \_\_\_\_\_ Parent 2 \_\_\_\_\_

\_\_\_\_\_ D.O.B \_\_\_\_\_  
 child

\_\_\_\_\_ D.O.B \_\_\_\_\_  
 child

\_\_\_\_\_ D.O.B. \_\_\_\_\_  
 child

\_\_\_\_\_ D.O.B. \_\_\_\_\_  
 child

No document or information shall leave the office without full payment of said account. In the event preparation of documents need to be directed to legal counsel, that payment must be paid in full before its transmission, which can occur by way of cash, cheque or Master Card/Visa. The particulars of the credit card are as follows:

By way of signature I/WE provide consent to use the credit card as listed below.

**Credit Card Information**

Name: \_\_\_\_\_ Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Expiry date: \_\_\_\_\_

**Credit Card Information**

Name: \_\_\_\_\_ Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Expiry date: \_\_\_\_\_

**PAYMENT PLAN:**

50/50 Sharing plan                       One party pays for the Service  
 Proportionate to Income                 Other

**DATE OF CONTRACT**

This contract shall become effective on:

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Name (Parent) print and sign**

\_\_\_\_\_ **Name (Parent) print and sign**

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**Lorri Yasenik Ph.D, RSW (Child Specialist)**  
**Certified Child Psychotherapist and Play Therapist Supervisor (CPT-S)**