

APRIL TRENBERTH  
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## FITfamilies

### **AGREEMENT TO THERAPY During Family Court Proceedings**

**Name**

**Name**

**Name**

I, \_\_\_\_\_ agree to consult April Trenberth for Family Therapy in order to resolve the issues that [child] is experiencing. I understand that each parent has a different point of view about those issues.

#### **Expectations of Therapy:**

I will fully participate in the Family Therapy in order to support [child]'s healthy psychological development. This might include such matters as:

- i. assisting him with appropriate parent-child boundaries;
- ii. assisting his peer relationships;
- iii. developing my parenting skills;
- iv. protecting him from adult conflict;
- v. assisting him to cope with our separation;
- vi. developing effective communication between adults;
- vii. strengthening parent-child relationships;
- viii. restoring healthy parent-child relationships with both parents.

I understand this process might require me to make changes to my own approach and my parenting. It might also require [child] to make changes if that will be healthier for him/her.

April Trenberth will not make decisions regarding the care arrangements, as this is outside the scope of a therapist's role. However, she may make recommendations deemed helpful to [child] in implementing the court orders or a current agreed parenting plan.

#### **Attendance:**

I agree to attend appointments in a timely manner, as arranged with April Trenberth.

I agree that other relevant people can attend sessions if requested by April Trenberth. This might include (but not restricted to) any step-siblings; partners; extended family members.

[child] can attend individual sessions; joint parent-child sessions; or family sessions, as long as April Trenberth considers these sessions to be safe and appropriate.

I agree to participate in the therapy until the process is terminated. The process can be terminated in the following ways:

- i. When both parties agree that the issues have been satisfactorily resolved;
- ii. When both parties agree that it would be in [child]'s best interests to terminate the therapy;
- iii. When April Trenberth concludes that no further progress is possible at this time;
- iv. When April Trenberth cannot continue for ethical or safety reasons;
- v. When one or both parties cannot continue due to financial constraints.

**Transporting [child] / Virtual Sessions:**

Initially [Parent] will transport [child] to April Trenberth's office for his/her appointments.

As the therapy progresses in a positive manner, either parent will transport [child] to sessions as recommended by April Trenberth.

During lockdown restrictions (Covid-19) all sessions will occur online. In that event, April Trenberth will assess the appropriateness of online sessions with [child], as this can be challenging for children, and can have limited effectiveness.

**Payment:**

I understand that the fee is ----- (inclusive of GST) per hour and that each session will typically last between 1 and 2 hours (although this can be extended when necessary).

Additional administrative requirements such as phone calls / consultation with other professionals / reading of reports will be charged (pro rata) at the hourly / consultation rate.

This cost will be met from funds currently held in .....

Payment will be made at the end of each session by cash or internet banking (eftpos is not available). This pay-as-you-go system will be required and payment for the previous session (and any outstanding invoice) ensured prior to the next appointment.

If April Trenberth requests it, I will deposit funds in advance (up to two sessions). This can be paid to April Trenberth directly, or into a Solicitors Trust Account (whichever I prefer). If there is any outstanding balance at the conclusion of therapy, this will be promptly returned to me.

I accept that the full fee will apply for no-shows or cancellations with less than 24 hours notice (reasonable allowance will of course be made in case of emergencies and unforeseen events).

In the unlikely event of non-payment I accept that that I will incur additional charges if a debt collection agency is required. In this event, I accept that April Trenberth will advise the other parent of my non-payment.

**Legal Processes:**

I agree that the therapy process needs to take priority over Court processes for as long as the therapy continues. This means that I will not make any fresh applications to Court, I will not make complaints to Police, Oranga Tamariki, or my lawyer, as this can create confusion and can make it more difficult to focus on solutions.

Instead, if I have any concerns with regard to parenting or child welfare, I will raise these concerns with April Trenberth in the first instance. If April Trenberth agrees that the matter cannot be managed in therapy, or there is a serious safety or legal concern, then she will advise me to approach the relevant authorities.

My lawyer has indicated their agreement to this clause by signing this document.

**Confidentiality:**

I agree that I will not discuss, publish, or share online, any details of therapy sessions. I will not allow any information from therapy sessions to be included in court documents.

I will not allow any audio or visual recording of the therapy sessions.

I will respect [child]'s right not to discuss his sessions with me (or anybody else) and I will not ask him/her information about their sessions.

April Trenberth can communicate directly with any other (current or previous) involved professionals who are important to [child]'s wellbeing. This might include: another counsellor; psychiatrist; psychologist; Lawyer for Child; counsel for parties; school; social worker; Police. I will provide their contact details if requested by April Trenberth.

April Trenberth may make recommendations as to the involvement of additional professionals. This might include (but not limited to) individual therapist for a parent or for [child]; educational specialist; parent education programme.

April Trenberth may make recommendations for the termination of other therapist(s) who may be currently involved with the family members.

April Trenberth can provide written or verbal reports to [Lawyer for Child], on the condition that April Trenberth will not disclose any *personal or sensitive* information regarding me or [child], without my permission. These reports will be restricted to the following information:

- i. Dates and duration of sessions
- ii. Persons who attended
- iii. Cooperation with the process
- iv. Issues that hinder progress
- v. Brief summary of topics discussed
- vi. Any areas of progress
- vii. Any areas of agreement
- viii. Impact of counselling on [child] (if this is known)
- ix. Reason for terminating therapy
- x. Any recommendations for additional interventions (if any)

[Lawyer for Child] can provide these written reports to counsel acting for each party.

Any reports provided by April Trenberth shall not be shown to [child] in any capacity.

I agree that April Trenberth can report urgently to [Lawyer for Child] in the following events:

- i. If there are any problems with arranging appointments;
- ii. If any concerns arise in respect to any person's safety.

I expect that April Trenberth would make all reasonable efforts to resolve any issues before making an urgent report, and that she would advise both parties about these concerns before reporting to [Lawyer for Child].

April Trenberth would be ethically obliged to report (to protective agencies) any serious risk issues that might be disclosed (if any) and which could not be resolved within therapy.

I agree that April Trenberth cannot be called by me, or my counsel, to give evidence at any future Court hearing. If the Court requires clarification on any of the areas restricted to the (above) list, then Lawyer for Child can call April Trenberth as a witness.

**Problems That Arise:**

If problems arise at any time (including any issues that I might have with April Trenberth's work) I agree to raise this with April Trenberth in the first instance.

If April Trenberth engages in any serious misconduct, this can be reported to Lawyer for Child and/or the Family Court and/or the NZ Psychologists Board.

\_\_\_\_\_ *My signature* \_\_\_\_\_ *Date*

\_\_\_\_\_ *My lawyer's signature* \_\_\_\_\_ *Date*

\_\_\_\_\_ *Lawyer for Child* \_\_\_\_\_ *Date*

*April Trenberth*

\_\_\_\_\_ *April Trenberth* \_\_\_\_\_ *Date*

**SAMPLE**