

CONSENT AGREEMENT TO HEAR THE VIEWS OF THE CHILD(REN)

THE PARTIES WISH TO HAVE THE VIEWS OF THE FOLLOWING CHILD(REN) HEARD IN THEIR CASE:

CHILD'S NAME

DATE OF BIRTH

CHILD'S NAME

DATE OF BIRTH

CHILD'S NAME

DATE OF BIRTH

CHILD'S NAME

DATE OF BIRTH

The interviewer, _____ (name of interviewer) is a neutral and impartial person who will listen to the views of the child(ren) and report them back to the parties and the court to assist them in making decision about the child(ren).

THEREFORE THE PARTIES AGREE THAT:

1. Without taking sides, the interviewer will listen to the views of the child(ren) to assist the parties and the court to make good decisions about the child(ren).
2. Hearing the views of the child is voluntary, unless a court orders otherwise.
3. The children must agree to share their views. They will not be forced to share them.
4. The views of the child(ren) will be put into writing.
5. Each party acknowledges that, if the child discloses information during the interview that indicates the child is in need of protection as set out in section 13 of the Child, Family and Community Services Act (attached as schedule A) then the interviewer must immediately report this to Child and Family Services (Ministry for Children and Family Development).
6. The interviewer is free to share the child(ren)'s views with:
 - either guardian;
 - a lawyer for any party;
 - the Court;
 - a lawyer for a child (if applicable);
7. All parties agree to keep the child(ren)'s views confidential as **between themselves**, unless the child(ren) consent otherwise.
8. In the event that the interviewer has reason to suspect that violence (i.e. physical, emotional, or verbal) may occur as a result of the report, then it will not be written. A partial refund will be issued to the parties who have paid and no final document will be issued.
9. The child(ren) will attend two interviews. Whenever possible, one interview will occur during the parenting time of each of his/her caregivers. Each caregiver may transport the child(ren) to a meeting during his/her scheduled parenting time.
10. The parties will pay for the interview(s), as per the fee schedule included in "Policies for the Hear the Child Reports" form. The payment must be made in full prior to scheduling the first interview. Should the child not attend the interview or should the interview be cancelled with less than a **48-hour notice**, the payment shall not be returned to either party. Please be advised that the rescheduling of interviews can lead to a delay of up to several weeks.
11. The parties agree that they will tell the child(ren) about the interview beforehand, but not tell the child(ren) what to say, or press the child(ren) for details after the interview.
12. The parties agree that the interviewer will not be called as a witness in any legal proceeding by any of the parties. The parties are aware that regardless of this Agreement, the Court has the discretionary power to compel any person to give evidence and, accordingly, could possibly require the interviewer to give evidence. In this case, the parties will be responsible to pay the interviewer \$150 (+GST) per hour for all preparation and court time and will be asked to determine responsibility for the interviewer's costs.

INFORMED CONSENT:

I, _____ (name of guardian), have read, understood and agree to the “Policies for the Hear the Child Reports” form provided by Synergy Counselling Associates. I, hereby, provide consent to Synergy Counselling Associates to conduct the Hear the Child Interview(s) and release the written report.

This consent is dated on _____, 201____, at _____ (location where the document is signed).

PARTY

SIGNATURE

PARTY

SIGNATURE

SCHEDULE "A"

When protection is needed:

13. (1) A child needs protection in the following circumstances:
- (a) if the child has been, or is likely to be, physically harmed by the child's parent;
 - (b) if the child has been, or is likely to be, sexually abused or exploited by the child's parent;
 - (c) if the child has been, or is likely to be, physically harmed, sexually abused or sexually exploited by another person and if the child's parent is unwilling or unable to protect the child;
 - (d) if the child has been, or is likely to be, physically harmed because of neglect by the child's parent;
 - (e) if the child is emotionally harmed by the parent's conduct;
 - (f) if the child is deprived of necessary health care;
 - (g) if the child's development is likely to be seriously impaired by a treatable condition and the child's parent refuses to provide or consent to treatment;
 - (h) if the child's parent is unable or unwilling to care for the child and has not made adequate provision for the child's care;
 - (i) if the child is or has been absent from home in circumstances that endanger the child's safety or well-being;
 - (j) if the child's parent is dead and adequate provision has not been made for the child's care;
 - (k) if the child has been abandoned and adequate provision has not been made for the child's care;
 - (l) if the child is in the care of a director or another person by agreement and the child's parent is unwilling or unable to resume care when the agreement is no longer in force.