

## SYNERGY COUNSELLING ASSOCIATES LTD. POLICIES FOR HEAR THE CHILD REPORTS

The Hear the Child Interview has been developed with the purpose of considering children's opinions and needs in matters that affect them in relation to separation and divorce. Based on social science research, it has been established that not only do children have the legal right to be heard, but expressing their needs in these matters also promotes the child's wellbeing (BC Hear the Child Society, [www.hearthechild.ca](http://www.hearthechild.ca)). These interviews are child-centered, non-evaluative in nature and the reports produced mostly consist of direct, often verbatim, accounts of what the child expresses during the interview. It is important to know that the courts will not make a decision solely based on the outcome of the Hear the Child report. The child is not making the decision and should know that he/she is not responsible for the final outcomes. The purpose of the interview is to help families to make decisions that are best for children and not to feed disputes.

### THE HEAR THE CHILD INTERVIEW/REPORT:

- IS an opportunity for children to express themselves openly and safely;
- IS an opportunity for the Courts to hear the child's wishes;
- IS conducted by a professional who is trained to interview children, thus being able to build rapport, create emotional safety, and utilize developmentally appropriate interviewing techniques;
- IS a way to keep children out of the courtroom;
- IS an opportunity to communicate to children that adults care about their opinions and perceived needs;
- IS supported by parents who wish to hear the voice of their child(ren) and/ or requested by the Courts to help to determine what is in the child(ren)'s best interest.

### THE HEAR THE CHILD INTERVIEW/REPORT IS:

- NOT an assessment of the child or parent (s);
- NOT an assessment of parental capacity;
- NOT an assessment of possible parental influence, coaching, alignment or alienation;
- NOT an expert report;
- NOT offering an expert opinion on any matters related to the child's situation;
- NOT counselling for the child or the family;
- NOT a re-unification for estranged parents and children;
- NOT to be used against the child;
- NOT the only information considered in the decision making process regarding parenting time;
- NOT a forensic assessment. The information provided by the child will not be investigated for its accuracy;
- NOT appropriate in the presence of family violence, coercion, or fear for the safety of family members as a result of the interview.

## PREREQUISITES FOR THE INTERVIEW

- Both parties agree to and are willing to provide written consent for the interview to take place, unless it is ordered by the Court;
- Both parties agree on the interviewer, unless she is assigned by the Court;
- Both parties are aware of the Synergy Counselling policies and procedures around the Hear the Child Interviews;
- Both parties agree on the purpose of the interview;
- Both parties agree to respect the child's rights to privacy and to his/her own opinions;
- Both parties agree on who will transport the child to the interview(s);
- Both parties accept responsibility for timely payment as per policy;
- Both 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;
- 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, then the interviewer must immediately report this to the Ministry of Children and Family Development;
- Both parties agree to fulfill their responsibilities to the Hear the Child process within accordance to the specified timeline.

## FORMAT FOR THE INTERVIEW

- It is our policy to have each child interviewed twice, whenever possible, preferably once during each guardians' parenting time. Each parent is welcome to accompany the child to the interview during his or her parenting time or to send the child to the interview with a trusted adult.
- The parent in attendance is welcome to facilitate the introduction to the interviewer; however, the interview will not proceed in the presence of the parent.
- Having two interviews aims to neutralize any potential influence that the proximity of contact with either parent may have on the outcome of the interview. It is also considered "best practice" according to the Hear the Child Society of BC as it provides an opportunity to clarify responses, review what will be shared in the report, and to answer any questions the child may have after the first interview.
- See "Payment/Retainer" section below for a detailed fee schedule.

## CONTACT WITH THE PARTIES

In order to maximize neutrality on the part of the interviewer, direct or extensive contact with either parent should be limited. The office will likely obtain information from the parties or legal representatives regarding the rationale for the HTC request) and some very basic background on the issue for dispute that require clarification. Contact is also made for the purpose of booking appointments and handling payment. To promote neutrality, both parties are offered an intake package that provides an opportunity for parents to identify the issues or questions that each party wishes to be addressed with the child. All information regarding the procedures for the interview and report) provided by our office is to be available and transparent to both parties.

Furthermore, in order to prepare for the meetings with the child, our interviewers request, in writing, some basic information and signed informed consent from both parents (see attached intake package). The purpose of obtaining this information is: a) to assist the interviewer in building rapport with the child, b) to determine the appropriateness of the interview, and c) as listed above, to obtain some clear and general questions each party wishes to have answered as a result of the interviews. The interviewer will consider the questions, but it is her/his prerogative whether to include them, based on maintaining neutrality and keeping to the HTC best practice guidelines and purpose. Such guidelines are based on following the child's wishes and needs as well as what the child is comfortable discussing with the interviewer.

Our interviewers understand that these are stressful and sensitive issues for families who wish to be heard and understood, however we aim to maximize neutrality through obtaining information directly from the child. Choosing the right interviewer for the child can be a delicate topic for caring parents. In order to facilitate the decision, we welcome parents and legal representatives to access our biographies and Curriculum Vitae. These documents are available on our website (or by request) and on the site for the BC Hear the Child Roster.

## INTAKE PACKAGE

An informational package will be made available to both parties and the included forms **must be returned** to our office, prior to booking the interviews. These forms are available on our website [www.synergycounselling.ca](http://www.synergycounselling.ca) and can be emailed/mailed directly, upon request.

This package includes:

- An Intake Interview Form;
- A Consent Agreement Form;
- The Policy and Procedures Form;
- A brochure for the BC Hear the Child Society (which does not need to be returned);

As described above, the package must be returned to the Synergy Counselling office. Upon receipt of the forms from both parties, the interviews will be scheduled. Failing to do so will result in the postponing of the interview. Please be aware that this may delay the process by several weeks. Our interviewers are not responsible for matters pertaining to one party delaying the process. We recommend that any preventable delays be considered and addressed in advance, either through a court order or formal agreements between parties.

## PAYMENT/RETAINER

Payment **is required in full prior** to the scheduling of the interviews. **If payment has not been received in full, the interviews will not be scheduled.** It is recommended that both parties share the costs of the interviews.

Our office is not responsible for reminders about payments due. The need to postpone may potentially delay the interview and the release of the report by several weeks.

### Fees\*:

- a) \$1050.00 for one child (including interviews and report writing);
- b) \$ 875.00 per each additional child.

All fees are subject to additional GST.

## ISSUED REPORTS

All reports that are completed and issued to the parties are final and not subject to a refund or any modification.

## FOLLOW-UP

Once the report is issued, it will contain all the relevant information that the child has agreed to share. Should any further work be required by the interviewer, it will be treated as a separate request, including a new consent agreement and will be subject to a new fee schedule.

## TERMINATION

While many HTC interviews take place uneventfully, sometimes the interviewer is unable to continue with the meetings, or to complete the report and the process is terminated. Some reasons for termination may include the refusal from a child or a parent, the disclosure of information that pertains to the safety of a child or a family member, a sudden illness or even a conflict of interest that was not initially identified. It is difficult to predict or to address these possible reasons in advance, however we provide a general guideline on how partial refunds may be issued to the parties in the case of termination.

- If termination occurs prior to the first meeting with the child, and the meeting is cancelled with more than 48 hours or more, a refund will be issued to the parties that will consist of their HTC fee **minus a \$100.00 plus GST administration fee**. This fee covers the cost of the intake process and scheduling of appointments;
- If termination occurs immediately after, or within less than 48 hours of the first interview, **a refund will be issued to the parties. It will include the full amount of the report minus a \$100.00 administrative fee as well as the costs of the first interview at the 150.00/hr plus GST;**
- If termination takes place after the first interview, when the report is being drafted (even if not released), a partial refund will consist of half of the total fees paid, minus the administrative fee of \$100.00 plus GST;
- At any time, in case of termination, if written documentation is required by the Courts, the cost of report writing will also be deducted from the pre-paid fees.

Please also note that when an interviewer is unable to complete the HTC assignment, he or she must advise the parties and/or legal counsel in writing. It may be necessary to obtain an order by consent absolving the interviewer of the responsibility to complete the HTC report and the interviewer may ask for the parties' cooperation should termination be necessary and deemed in the best interest of the child(ren).

## RESCHEDULING

Rescheduling is discouraged and may lead to a significant delay in the completion of the Hear the Child report; however, in the case of unforeseen events such as an accident or the sudden debilitating illness of the child, rescheduling may be necessary.

If rescheduling for any reason takes place within less than 48-hour-notice, it will require the booking of additional time at the rate of \$150.00/hr plus GST. These costs will be billed to both parties in the same format as the initial HTC charges, prior to rescheduling additional meeting time. If rescheduling is related to the needs or circumstances of one party only, that party will be billed for any additional costs related to the rescheduling of the child's interview. Again, additional charges will be collected prior to the scheduling of an additional meeting with the child.

If rescheduling is necessary and done with more than a 48-hour window, no additional costs will be accrued (this will however delay the release of the report).

Please be advised that the process involving the interview is not confidential and the circumstances of rescheduling may be included in the final report.

## CHECKLIST

- ☐ The parties agree or the courts appoint an interviewer;
- ☐ Parties receive the Intake Package including policies and forms, from Synergy Counselling;
- ☐ Both parties agree to the Synergy Counselling policies and procedures around the Hear the Child Interviews with special attention being paid to the “pre-requisites of the Interview” section.
- ☐ Parties agree to and are willing to provide written consent for the interview to take place;
- ☐ Forms are completed, signed and returned to Synergy Counselling;
- ☐ Payment is submitted by both parties;
- ☐ The Hear the Child Interviews are scheduled;

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SIGNATURE

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DATE