

**VOICE OF THE CHILD  
VIEWS AND PREFERENCES - SERVICE AGREEMENT**

It is hereby agreed that this clinician has been retained to report on the views and preferences of \_\_\_\_\_ (DOB: \_\_\_\_\_) with respect to the multiple changes that have resulted from the parental separation, which may affect the child(ren) day-to-day life. This clinician's role will be to report the child's views and preferences and provide information as to the strength and consistency of the views expressed.

I, \_\_\_\_\_ and I, \_\_\_\_\_ confirm that I have been advised of the following:

**This clinician will:**

1. Explore and review the child's(ren) views and preferences and provide information to counsel and/or the Court of same.
2. It is acknowledged that this clinician is an impartial third party. This signed agreement serves as acknowledgement that both parents and counsel have reviewed and accepted her qualifications as adequate to perform the assessment.
3. The role of this clinician and the process has been explained to me. This clinician may:
  - a. Meet with each parent individually (as deemed appropriate),
  - b. Meet with the child(ren) individually, and with each parent if deemed necessary by this clinician, to fulfill the mandate
  - c. Review any court materials submitted by counsel as agreed upon between them, as well as any other material submitted by the parents as deemed necessary or appropriate by this mental health professional.
  - d. Provide a written report.

- e. A VOC report is limited in scope, with a focus on the voice of the child including themes and issues of importance expressed by the child, and clinical observations and impressions related to the mandate.
  - f. This clinician will not be able to provide recommendations with regard to the custody and access decisions to be made by or for the parents.
  - g. This clinician will be unable to comment on whether the child's views and preferences are strictly independent and not influenced by any other source.
4. This clinician may contact any third party professionals as deemed appropriate or necessary to fulfill her mandate. Separate consent forms will be required from each parent. It is agreed that I will sign any release of information forms necessary for this clinician to obtain relevant information, should that be necessary.
  5. This is not a confidential process. Any information obtained during this process may be shared with all parties and counsel, and may become part of public court record once the report is released to the Court.
  6. Statements made by the child may be cited in the Report. The child(ren) should **not** be questioned about what they shared or their reasons.
  7. Email and fax transmissions are included in the client record.
  8. This clinician is required by law to report to the proper authority and/or child welfare agency if there is a "*reasonable suspicion*" that a party may harm himself or herself or the other parent, or that a child is being abused, harmed or neglected. Any report made by this clinician must not be interpreted as support for the individual who has made the allegations, or as an indication that she disapproves of the person accused. It must not be inferred that in reporting such allegations that this clinician finds them credible.
  9. This clinician's fee is charged at the rate of \$ 250.00 per hour plus tax for all services related to any professional activities, including in-person sessions, telephone calls, emails, review of materials, and letter or report writing. This includes fees charged

retroactively from the time that our services are initially requested and the file is opened. Exceptions are made for brief contacts about scheduling only.

- 10.** A retainer covering 12-hours of service activity is required (\$3000.00 + HST) prior to the first scheduled meeting. Fees shall be shared in the following manner:

\_\_\_\_\_ (Apportioned cost of Parent)  
 \_\_\_\_\_ (Apportioned cost Parent)

in accordance with the agreement made with the assistance of counsel. In the event that fees are paid by only one of the parents, initially fronted or otherwise, this shall not subsequently be deemed to affect the ability of this mental health professional to objectively fulfill her mandate, nor be construed as grounds to question the contents of any report.

- 11.** Should further retainer be required to fulfill the mandate, this clinician will provide advance notice, and payment shall be due when notice is given.
- 12.** Should a party cancel an appointment with less than twenty four (48) business hours notice, that party shall be charged for the full appointment fee, at the sole discretion of this clinician.
- 13.** The Voice of the Child process will not proceed and/or a report will not be released if there are outstanding professional fees and disbursements related to the process.
- 14.** Fees for attendance at Court hearing are billed at the hourly rate (\$ 350 /hour), plus HST as applicable. The associated fees shall be paid in advance.
- 15.** This signed agreement serves as the parents' informed consent for this clinician to obtain information from the Court, counsel and both parents AND for this clinician to provide information received from all sources to the Court, counsel and the other parent.
- 16.** Both parties have read the agreement and:
- a. Understand their rights and obligations under this Agreement and the nature and consequences of this Agreement
  - b. Acknowledge that they are not under any undue influence or duress; and

- c. Acknowledge that they are both signing this Agreement voluntarily
- d. Acknowledge that they have received independent legal advice (ILA)

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Witness