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## Forster Counselling

(Brenda Forster Inc.)

### Agreement for a Hear the Child Interview and Report

Dated: \_\_\_\_\_ at, \_\_\_\_\_ British Columbia.

<b>Between:</b>
Name of first party:
Name of second party:
Name of third party, if applicable:
(collectively, the 'Parties')
<b>And:</b>
Brenda Forster (the 'Interviewer') BC Hear the Child Society Roster Member

A. The parties wish to have the views of the children named below heard:

NAME(S):	BIRTH DATE:

B. The interviewer is a neutral and impartial person who will listen to the views of the children and report those views back to the parties and the Court (if involved) to assist them in making decisions about the children.

C. The interviewer is a roster member of the BC Hear the Child Society.

## **THEREFORE WE AGREE THAT:**

- 1) The interviewer will listen to the views of the children to assist the parties and the Court to make decisions about the children.
- 2) The role of the interviewer is to report on the responses of the children to questions regarding their parenting arrangements. The child interviewer does not analyze or evaluate the responses of the children nor does the child interviewer make any recommendations based on those responses.
- 3) The children's participation is voluntary and the children will not be forced to share their views.
- 4) The views of the children will be recorded in a written Hear the Child Report.
- 5) The interviewer will only report on what the children agree to share.
- 6) If the children disclose information during the interview that indicates the children are in need of protection as set out in section 13 of the *Child, Family and Community Services Act* (attached as Schedule A; page 4) then the interviewer must immediately report this to the Director of Child, Family and Community Services.
- 7) The interviewer is at liberty to share the children's views with:
  - a) any party to this agreement;
  - b) a lawyer for any party;
  - c) the Court;
  - d) a lawyer for your child (if applicable); or
  - e) any other person agreed to by the parties and the child
- 8) The children will be informed about the interview.
- 9) The parties will not coach, influence or tell the children what to say during the interview.
- 10) The children will not be pressed for details after the interview or after the Hear the Child report has been provided.
- 11) The children are not to be rewarded or suffer any negative consequences as a result of the report.
- 12) The parties will cooperate in the transportation of the children to and from the interview.
- 13) The interviewer will be paid in advance of interviewing the child(ren) the fee for completing the report (as set out in a letter to the parties) for all work performed including meeting with children, reporting on the children's views and distributing the Report. If incurred, travel expenses are extra.
- 14) The parties have the right to terminate the Interviewer's services, upon written notice to the interviewer. If the parties terminate the Interviewer's services, they will pay the Interviewer's fees and expenses up to the date of termination of those services. If appropriate, the Interviewer will also ask the parties to sign a court form which advises the court that the parties have terminated the Interviewer's services.

- 15) If the interview process is terminated by the Interviewer, prior to the release of the report, then the parties may, as determined by the Interviewer, be required to pay the Interviewer's fees and expenses up to the date of termination of those services. If appropriate, the Interviewer will also ask the parties to sign a court form which advises the court that the parties have terminated the Interviewer's services.
- 16) Interest on all past due accounts will accrue at a rate of 2% per month (\$26.82% per anum).
- 17) 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 \$225 per hour for preparation, plus \$1200 to appear for half a day or \$1800 to appear for a full day, plus incidental expenses (e.g., travel and parking). The parties must agree on who is responsible for the Interviewer's costs to give evidence and, if in disagreement, will ask the Court (in advance of the Interviewer appearing) to determine responsibility for the Interviewer's costs. The parties agree that a retainer (in the amount determined by the Interviewer) will be paid to the Interviewer in advance of the Interviewer giving evidence.

I consent to my child(ren) being interviewed in accordance with the terms outlined above:

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**Name**

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**Signature**

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**Name of Witness**

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**Signature of Witness**

## Schedule 'A'

### Excerpt from the *Child, Family and Community Service Act*

#### 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
  - (i) the parent's conduct, or
  - (ii) living in a situation where there is domestic violence by or towards a person with whom the child resides;
- (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.

(1.1) For the purpose of subsection (1) (b) and (c) but without limiting the meaning of "sexually abused" or "sexually exploited", a child has been or is likely to be sexually abused or sexually exploited if the child has been, or is likely to be,

- (a) encouraged or helped to engage in prostitution, or
- (b) coerced or inveigled into engaging in prostitution.

(1.2) For the purpose of subsection (1) (a) and (c) but without limiting the circumstances that may increase the likelihood of physical harm to a child, the likelihood of physical harm to a child increases when the child is living in a situation where there is domestic violence by or towards a person with whom the child resides.

(2) For the purpose of subsection (1) (e), a child is emotionally harmed if the child demonstrates severe

- (a) anxiety,
- (b) depression,
- (c) withdrawal, or
- (d) self-destructive or aggressive behaviour.