

Lurline Raposo MA, RCC, RPT, BCRPT-S
Allius Services Inc.

Agreement for a Hear the Child Interview and Report

Dated: ____ __, 202__ (date) at _____, British Columbia (City).

| Name |
|---|
| Between: |
| |
| And: |
| |
| And: |
| |
| (collectively, the 'Parties') |
| And: |
| Lurline Raposo (the 'Interviewer') BC Hear the Child Society - Roster member |

A. The parties wish to have the views of the child(ren) named below heard:

| NAME(S): | BIRTH DATE: |
|-----------------|--------------------|
| | |
| | |
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- B. The interviewer is a neutral and impartial person who will listen to the views of the child(ren) and report those views back to the parties and the Court (if involved) to assist them in making decisions about the child(ren).
 - 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 child(ren) to questions regarding their parenting arrangements. The child Interviewer does not analyze or evaluate the responses of a child(ren) nor does the child Interviewer make any recommendations based on those responses.
- 3. The child(ren)'s participation is voluntary and the child(ren) will not be forced to share their views.
- 4. The views of the child(ren) will be recorded in a written Hear the Child Report.
- 5. The Interviewer will only report on what the child(ren) agrees to share.
- 6. If the child(ren) disclose(s) information during the interview that indicates the child(ren) is/are 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 Child Protective Services.
- 7. Subject to paragraph 5, the Interviewer is at liberty to share the child(ren)'s views with:
 - a. any party to this agreement;
 - b. a lawyer for any party;
 - c. the Court;
 - d. a lawyer for a child (if applicable);
 - e. any other person agreed to by the parties and the child; or
 - f. authorized users for research and evaluation purposes, (only aggregate non-identifying information)
- 8. The child(ren) will be informed about the interview.
- 9. The parties will not coach, influence or tell the child(ren) what to say during the interview.
- 10. The child(ren) will not be pressed for details after the interview or after the Hear the Child report has been provided.

11. The child(ren) 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 in the sum of \$800 for one child (based on 4 hours time) and \$500 (based on 2.5) for each additional child (plus applicable taxes). This is based on the average amount of work performed including meeting with child(ren), reporting on the child(ren)'s views and distributing the Hear the Child Report. Should any additional time be required occasionally, it is billed at \$200 per hour and travel expenses are billed at standard mileage rates. Any outstanding balance beyond the retainer must be paid prior to the release of the HTC report.
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 be charged only for the Interviewer's fees and expenses up to the date of termination of those services. Upon the Interviewer's request, the parties will 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 will be required to pay the Interviewer's fees and expenses up to the date of termination of those services, as determined by the Interviewer. Upon the Interviewer's request, the parties will sign a court form which advises the court that the parties have terminated the Interviewer's services.
16. 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. If the Interviewer is required to attend court, the parties will be responsible to pay the Interviewer \$350 (plus applicable taxes) per hour for all preparation and court time and will ask the Court to determine apportionment of responsibility for the Interviewer's costs.

The following Parties by their signature, consent to the child(ren) being interviewed:

| Name | Signature | Witness |
|---|-----------|---------|
| Insert name of Guardian 1 | | |
| Insert name of Guardian 2 | | |
| Insert name of Guardian 3 | | |
| The Interviewer confirms the terms of this Agreement: | | |
| Lurline Raposo MA RCC | | |

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.