

BEV CHURCHILL, KC

210 – 347 LEON AVENUE

KELOWNA, BC V1Y 8C7

250.763.7333

bev@BevChurchill.ca

www.BevChurchill.ca

Agreement for a Hear the Child Interview and Report

Dated: at , British Columbia.

Name
Between:
And:
And:
(collectively, the "Guardians")
And:
Bev Churchill, KC (the "Interviewer") BC Hear the Child Society Roster member

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

NAME(S):	BIRTH DATE:
	(the "Child[ren]")

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 Guardians 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, as expressed by the Child(ren), to assist the Guardians 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 Interviewer does not analyze or evaluate the responses of a Child(ren) nor does the 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 included in a written Hear the Child Report (the "Report").
5. The Interviewer will only include in the Report what the Child(ren) agrees to share.
6. The timing of the release of the report is at the discretion of the Interviewer.
7. 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 to the Director of Child, Family and Community Services.
8. Subject to paragraph 5, the Interviewer is at liberty to share the Child(ren)'s views with:
 - a. any of the Guardians;
 - b. a lawyer for any of the Guardians;
 - c. the Court;
 - d. a lawyer for a child (if applicable);
 - e. any other person agreed to by the Guardians and the Child(ren); or
 - f. authorized users for research and evaluation purposes, (only aggregate non-identifying information)
9. The Child(ren) will be informed, by the Guardians, about the interview.
10. The Guardians will not coach, influence or tell the Child(ren) what to say during the interview.
11. The Child(ren) will not be pressed for details after the interview or after the Report has been provided.
12. The Child(ren) are not to be rewarded or suffer any negative consequences as a result of the Report.
13. The Guardians will cooperate in the transportation of the Child(ren) to and from the interview.
14. If the Interviewer is unable to meet with the Child(ren) in person, the Guardians will ensure that the Child(ren) is/are able to speak with the Interviewer, either by telephone or video conferencing, in private.

15. If video conferencing is used, the Guardians will ensure, prior to each interview, that the equipment is in working order and that the each of the Child(ren) is/are prepared and comfortable using the equipment. In addition, the Guardians agree not to record the interview.
16. The Interviewer will be paid in advance of release of the Report the sum of \$... for one child (including applicable taxes and expenses) for all work performed including meeting with Child(ren), reporting on the Child(ren)'s views and distributing the Report. If incurred, travel expenses are extra.
17. The Guardians have the right to terminate the Interviewer's services, upon written notice to the Interviewer. If the Guardians terminate the Interviewer's services, they will pay the Interviewer's fees and expenses up to the date of termination of those services. Upon the Interviewer's request the Guardians will sign a Court form which advises the Court that the Guardians have terminated the Interviewer's services.
18. If the interview process is terminated by the Interviewer, prior to the release of the Report, then the Guardians 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 requesting, the Guardians will sign a Court form which advises the Court that the Guardians have terminated the Interviewer's services. (insert alternate billing practice, as desired)
19. The Guardians agree that the Interviewer will not be called as a witness in any legal proceeding by any of the Guardians. The Guardians 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 Guardians will be responsible to pay the Interviewer \$...per hour (plus applicable taxes) for all preparation and Court time and will ask the Court to determine apportionment of responsibility for the Interviewer's costs.

The following Guardians by their signature, consent to the Child(ren) being interviewed:

Name	Signature	Witness
The Interviewer confirms the terms of this Agreement:		
Bev Churchill, KC		

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.