



## **Voice of the Child - Referral Form**

Sometimes it is helpful for separated parents to hear from their children about their views. However, if you want to really uncover your child's views and feelings, this is best done with the help of a neutral third party – a person who has experience and expertise chatting with children of separated parents. We speak of this as hearing the voice of the child and doing so requires a balanced process with the involvement of both parents.

Once the voice of the child has been heard, then the neutral helper who facilitated the child's voice can bring the child's feelings, views and experience of their life and the parental separation to the parents' attention for the parents to be informed. On the basis of information provided, then the parents may be in a better place to meet their child's needs. If indeed there were untoward issues, it may be instructive for a parent to be advised of those issues from the perspective of the child. It may be helpful to have a better appreciation of your child's experience and needs when considering a parenting plan.

This is a closed service meaning information gathered and discussed cannot be used in a court or arbitration process. There will only be a verbal disclosure. No report will be issued and there is no access to the notes or file. The goal is to facilitate settlement.

### **Referral and service process:**

1. A lawyer should initiate the referral to mitigate concern of bias if a parent phones directly;
2. Parents will be interviewed prior to any meetings with children. Meetings with parents may be joint or individual. This will be determined through a telephone screening interview.
3. Children will be interviewed on at least 2 occasions - once brought by one parent and once brought by the other parent. Other meetings with children may be required beyond these two meetings.
4. After meetings with children are concluded, a disclosure meeting will be held with both parents and their lawyers together so everyone hears the same information at the same time.
5. At the discretion of the parents and their lawyers, they may engage in settlement discussions at this meeting.

There is no recoding or posting of content or comments in any form or media by clients or their proxy although Gary Direnfeld may record any/all conversations at his discretion solely for accountability purposes in the event an issue with service arises. The service record is the property of Gary Direnfeld.

Service is closed and neither Gary Direnfeld, his notes or reports can be used for court or arbitration purposes with regard to the parenting disputes.

This service typically requires between 7 and 10 hours. A retainer for 10 hours of service must be received prior to commencing service.

Gary Direnfeld shall be entitled to retain independent legal counsel and to be compensated for the cost thereof on a substantial indemnity basis in circumstances where in his sole and arbitrary determination, his integrity, independence, and quality of service are called into question or in any circumstance where he is required to attend and answer questions in accordance with any subpoena, Order or any other request, whether requiring attendance in person or by any other means such as correspondence, fax, email or telephone.

Lawyers and parties also agree not bring any actions for damages or any other claims of any kind or character against Gary Direnfeld for any acts or omissions in the course of carrying out his duties. Lawyers and parties agree to waive any and all rights to address any issue against Gary Direnfeld through any Court or any other process not here specifically contemplated in this or any other jurisdiction.

**Fees:**

As a social worker, I am respectful of people's different income levels. As such, the fee is set on a fee-for-service basis using a sliding scale that ranges from \$150 - \$400 per hour. The actual fee then is determined by your joint income, or may be determined by your assets or a fee may be set at the discretion of the service provider if income is in dispute. You will be charged from the beginning of the scheduled appointment time, even if you are late. Appointments cancelled with less than 48 hours (two business days) will be billed for one hour. Further, time will be taken at the beginning of the first meeting for me to present my qualifications, experience and approach to service so that service is provided on an informed basis. This is deemed part of the time provided and billed for.

A retainer based on 10 hours of service at the respective rate, as per the fee schedule below, is required prior to commencing. Billing will be on basis of actual time spent on any activity related to the assessment critique service, charged at the rate as per the fee schedule below, plus HST. You will be billed for any activity directed to your case. If less time is taken than covered by the retainer, a refund will be issued. If more time is required than covered by the retainer, the mediator may ask for additional funds to be provided before continuing the mediation.

Fee Schedule (based on joint income):

Income	Fee/hour
0 - \$75,000	\$150.00
\$75,000 - \$100,000	\$175.00
\$100,000 - \$125,000	\$200.00
\$125,000 - \$150,000	\$225.00
\$150,000 - \$175,000	\$250.00
\$175,000 - \$200,000	\$275.00
\$200,000 - \$250,000	\$300.00
\$250,000 - \$350,000	\$350.00

\$350,000 +	\$400.00
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**Third Party Payments (EAP and other Benefit Providers):**

Pleased be advised that I do not accept payment by third party payers (benefit or EAP providers) whatsoever. People are directly responsible for payment of services as per the information above at the time of service. A receipt will be provided with which persons can seek reimbursement from their EAP or benefit provider. I take no responsibility for your reimbursement. Reimbursement remains a matter between you and your benefit or EAP provider.

If you do seek reimbursement through your benefit or EAP provider and I am called to verify the charge, I will do so with your implied consent. My disclosure will be limited to advising of my credentials as well as verifying the billing information, service provided and persons served. Please note, parenting coordination is a clinical-legal service and may not be covered. No information regarding the nature or content of information discussed will be provided without signed consent, for which you will be charged as per the time required.

**Other:**

1. Counselling is provided on a private and discreet basis. Information will be shared only upon written consent except where there is risk of harm to self or another person, or as required by law as it pertains to child protection matters. There is no recoding or posting of content or comments in any form or media by clients or their proxy although Gary Direnfeld may record any/all conversations at his discretion solely for accountability purposes in the event an issue with service arises. The service record is the property of Gary Direnfeld. Information obtained about persons served shall be used for service purposes, payment collection and/or, satisfaction surveys. Non-identifying information may be used for statistical, research or teaching purposes.
2. This service is “closed” meaning matters discussed cannot be used in a court process. Gary Direnfeld or his notes cannot be called upon with or without subpoena for court or arbitration purposes. Nor can Gary Direnfeld be required to produce a report for court or arbitration purposes.
3. Service is provided in the comfort of my home-office.
4. Daytime appointments are available Monday through Friday (except Friday afternoon). Evening appointments are available Monday through Thursday. I typically set my appointment times for 9:30 am, 1:30 pm and 7:00 pm. The appointment times can be somewhat negotiable. I do not offer weekend appointments.
5. Persons are expected to attend sober for appointments.
6. Violence of any fashion will not be condoned.

**Referral Information** (This must be received from both parents separately.)

<b>Lawyer Information</b>	<b>Lawyer for Mother</b>	<b>Lawyer for Father</b>
Name		
Address		
City		
Province		
Postal Code		
Telephone		
Fax		
Email		

<b>Parent Information</b>	<b>Mother</b>	<b>Father</b>
Name		
Address		
City		
Province		
Postal Code		
Telephone		
Email		

<b>Child's Name</b>	<b>Date of Birth</b>	<b>Current Age</b>

*Please circle yes or no*

Do you have a Parenting Plan?	Yes	No
Is there a Separation Agreement?	Yes	No
Is there a Court Order in effect?	Yes	No
Has another assessment ever been conducted?	Yes	No
Have criminal charges been laid against either parent?	Yes	No
Has either parent been convicted of a criminal offence?	Yes	No

If there has been a charge or conviction of a criminal offence, please describe:

**Reason for Service:**

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**Current residential schedule:**

Key: Use "M" for Mother and "F" for Father

Week 1	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Week 2	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning							
Afternoon							
Evening							
Night							

Description:

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Location of pick-ups: \_\_\_\_\_

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Location of drop-offs: \_\_\_\_\_

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Transportation arrangements for the children between the parents are as follows:

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Description of current custody agreement:

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Description of current holiday agreements:

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Description of current school arrangements:

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Description of any restraining orders, bail or parole conditions currently in effect:

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Brief description of current issues:

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**Retainer calculation:**

Mother's annual gross income	
Father's annual gross income	
Combined income	
Hourly fee as per the fee schedule above	
Total retainer (10 hours x hourly fee)	
HST (13%)	
Total retainer with HST	

\_\_\_\_\_  
Name of person completing this form

\_\_\_\_\_  
Date

**Please append a copy existing agreements, Court Orders, assessments, bail notices or conviction notices to this form.**

## Certificates of Independent Legal Advice

### Client Certificate:

I (name of parent) \_\_\_\_\_, of (name of city and Province) \_\_\_\_\_, \_\_\_\_\_, certify that I have received Independent Legal Advice with regard to the information provided within the Voice of the Child Referral Form and agree to the terms and/or processes therein. I understand that while I may not be satisfied with any recommendations, guidance or results or outcomes, such will be provided with regard to the best interests of my children. I understand there is no recoding or posting of content or comments in any form or media by clients or their proxy although Gary Direnfeld may record any/all conversations at his discretion solely for accountability purposes in the event an issue with service arises. I also understand that I waive any and all rights to address any issue against Gary Direnfeld through any Court or any other process not here specifically contemplated in this or any other jurisdiction. Notwithstanding, if I do bring any claim for any reason at any time against Mr. Direnfeld, he may hire a lawyer at his sole discretion to defend himself and I will be responsible for any and all costs related to his defense, regardless of the outcome. Lastly, I understand and agree that the Voice of the Child service is a closed process meaning it cannot be used in a Court process and that Gary Direnfeld cannot be called to Court under any circumstances and his clinical records shall also remain closed and private.

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
Signature of Parent

### Lawyer Certificate:

I (name of lawyer), \_\_\_\_\_, of (name of city and Province), \_\_\_\_\_, \_\_\_\_\_, certify that I have provided Independent Legal Advice to the above named as my client, with regard to the information provided within the Voice of the Child Referral Form. I have fully explained the nature and effect of the terms and/or processes therein and I am satisfied that my client understands the nature and effect of the process being entered into and that my client is entering into this process knowingly and voluntarily.

\_\_\_\_\_  
Print Name of Lawyer

\_\_\_\_\_  
Signature of Lawyer

\_\_\_\_\_  
Name of Law Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date this form was executed.