

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)  
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**Mediation, Assessment, Counselling and Consultation Services**

**VIEWS & PREFERENCES of the CHILD: Service Agreement**

It is hereby agreed that Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM) (the “clinician”) has been retained to ascertain the views and preferences of \_\_\_\_\_ in regard to the changes arising from the parental separation that may affect his or her day-to-day life. Ms. Popielarczyk may offer an opinion as to whether or not the child’s views and preferences are consistent, strong and independently expressed, to the extent possible.

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

1. It is acknowledged that Ms. Popielarczyk 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.
2. Linda Popielarczyk will:
  - a. Investigate and provide information to the Court regarding the child(ren)’s views and preferences.
3. The role of Ms. Popielarczyk and the process has been explained to me. Ms. Popielarczyk may:
  - a. Meet with each parent individually, as needed
  - b. Meet with the child individually, and with each parent if deemed necessary by Ms. Popielarczyk 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 the clinician.
  - d. Provide a written report as per the Court Order dated \_\_\_\_\_.
    - o Such report shall be limited in scope, and shall 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. In no way will it provide recommendations with regard to the custody and access decisions to be made by or for the parents.
4. In addition, the clinician may contact any third party professionals as deemed appropriate or necessary to fulfill her mandate. Separate consent forms will be required from each of us (parents). It is agreed that I will sign any release of information forms necessary for the 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(ren) will be cited in the Report. It will be explained to the child(ren) that what he or she says to the clinician is *not* confidential. To the extent possible, Ms. Popielarczyk may use discretion with regard to material written in the report.
7. Email and fax transmissions are included in the client record.
8. The clinician is required by law to report to the proper authority and/or child welfare agency if there is a “reasonable suspicion” that a parent may harm himself or herself or the other parent, or that a child is being abused, harmed or neglected. Any report made by the 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 the clinician finds them credible.
9. The clinician may obtain consultation with respect to this service, as needed.
10. It is agreed that the clinician’s fee will be charged at the rate of \$\_\_\_\_\_ per hour for all services related to any professional activities, including any calls with counsel, in-person sessions, telephone calls with third party collaterals, 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.
11. A retainer covering \_\_\_\_\_-hours of service activity is required (\$\_\_\_\_\_), and will be shared \_\_\_\_\_, in accordance with the agreement made with the assistance of counsel. In the event that fees are paid by one of the parents, initially fronted or otherwise, this shall not subsequently be deemed to affect the ability of the clinician to objectively fulfill her mandate, nor be construed as grounds to question the contents of any report.

Should further retainer be required to fulfill the mandate, Ms. Popielarczyk will provide advance notice, and payment shall be due when notice is given.

12. Should either parent cancel an appointment with less than forty-eight (48) business hours’ notice that parent shall be charged for the full appointment fee, at the sole discretion of the clinician.

Views and Preferences Service Agreement  
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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 assessment.
14. Fees for attendance at Court hearing are billed at the hourly rate (\$\_\_\_\_\_/hr), plus HST as applicable. The associated fees shall be paid in advance.
15. This signed agreement serves as my informed consent for Linda Popielarczyk to obtain information from the Court, counsel and both parents AND for Linda Popielarczyk to provide information received from all sources to the Court, counsel and the other parent as per the award.
16. As an agent of the *Personal Health Information Protection and Electronics Documents Act* (PHIPA), Ms. Popielarczyk shall provide further information with regard to her privacy policy during the initial meetings.
17. I have read the agreement and:
  - a. Understand my rights and obligations under this Agreement and the nature and consequences of this Agreement
  - b. Acknowledge that I are not under any undue influence or duress; and
  - c. Acknowledge that I am signing this Agreement voluntarily
  - d. Acknowledge that I have received independent legal advice (ILA)

DATED at Toronto, this \_\_\_\_\_ day of \_\_\_\_\_, 2014,

\_\_\_\_\_  
Mother

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Father

\_\_\_\_\_  
Witness