

LETTER OF UNDERSTANDING: VIEWS & PREFERENCES of the CHILD/REN

Re: _____
Name of Children

It is agreed that our child(ren) will be participating in an open process with Ms. Stella Kavoukian. I understand that the purpose will be for Ms. Kavoukian to provide her impressions of the child(ren) and their needs, and if appropriate, their wishes to the agreed upon individuals. Ms. Kavoukian's impressions will be based on a limited number of sessions with the child(ren) and other involved parties as required. As such, I understand that recommendations will not be provided as there will be information, issues and variables not included as part of the impressions delivered that could potentially affect the outcome and that under the normal circumstances of a full assessment would have to be considered.

The preparation of the report will be on the following terms:

- (a) The clinician will meet with the child(ren) privately for two or more sessions, as the clinician deems appropriate, in order to fulfill her mandate.*
 - (b) The clinician will direct who is to bring the child(ren) to each session.*
 - (c) The clinician will decide the number of sessions, if any, where the children will be seen together.*
 - (d) The clinician may choose to meet with each parent privately for as many sessions as deemed appropriate, in order to fulfill her mandate.*
 - (e) 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 parent. It is agreed that the parent will sign any release of information forms necessary for the clinician to obtain relevant information.*
- (e) The parents will agree how the fees/costs related to or resulting from these services shall be divided or shared, and shall pay any monetary retainer or sign any direction or documentation as required by the clinician to fulfill her mandate. In the event that fees are paid unequally or wholly 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.*
- I. It is acknowledged that Ms. Kavoukian 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 provide her impressions.

- II. 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.
- III. Statements made by the child(ren) may be cited in the feedback and/or Report. The child(ren) will not be told that what they say to Stella Kavoukian is confidential.
- IV. Email and fax transmissions are included in the client record.
- V. Stella Kavoukian is required by law to report to the proper authority and/or child welfare agency if there is "reasonable suspicion" that a party may harm himself or herself or the other parent, or that a child is being abused, harmed or neglected. Any report made by Ms. Kavoukian must not be interpreted as support for the individual making the allegations, or as an indication that she disapproves of the alleged actions of the person accused. It must not be inferred that in reporting such allegations, Ms. Kavoukian finds them credible.
- VI. It is agreed that the Ms. Kavoukian's fee will be charged at the rate of \$_____ per hour for all services related to any professional activities, including in-person sessions, telephone calls, emails, review of materials, and letter or report writing. This includes fees charged retroactively from the time that the services are initially requested and the file is opened. Exceptions are made for brief contacts about scheduling only.
- VII. A retainer covering 15-hours of service activity is required (\$_____), and will be shared _____ in accordance with the agreement made with the assistance of counsel. Should a further retainer be required to fulfill the mandate, Ms. Kavoukian will provide advance notice, and payment shall be due when notice is given. Any monies not used will be returned accordingly.
- VIII. Should a party cancel an appointment with less than forty-eight (48) business hours' notice that party shall be charged for the appointment, at the sole discretion of Ms. Kavoukian.
- IX. The process will not continue and/or a report will not be released if there are any related outstanding professional fees and disbursements owing.
- X. Fees for attendance at an arbitration hearing as an expert witness are billed at the hourly rate (\$_____/hr), plus HST as applicable. The associated fees shall be paid in advance.
- XI. This signed agreement serves as the parents' informed consent for Stella Kavoukian to obtain information from _____ AND for Stella

Kavoukian to provide information received from all sources to
_____.

XII. Both parties have read the agreement and:

- a. Understand their rights and obligations under this Agreement and the nature and consequences of this Agreement
- b. Acknowledge that they are not under any undue influence or duress; and
- c. Acknowledge that they are both signing this Agreement voluntarily
- d. Acknowledge that they have received independent legal advice (ILA)

DATED at Toronto, this _____ day of _____, 20____,

Mother

Witness

Father

Witness