

VOICE OF THE CHILD RETAINER AGREEMENT

Between:

John A. Butt, B.A., M.Sc., Reg'd MFT

Voice of the Child Interviewer (hereinafter known as the "Interviewer")

And

Party 1:

Address:

Counsel:

And

Party 2:

Address:

Counsel:

In the matter of:

Court of Jurisdiction:

Court File No.:

Child(ren): Name and Date of Birth

- 1.
- 2.
- 3.

PURPOSE OF RETAINER:

The Parties and their respective counsel (if applicable) acknowledge the retainer of Mr. John A. Butt for the purpose of interviewing their child/children and providing a Voice of the Child Report as described below (hereinafter known as the "VOC").

ACKNOWLEDGEMENT OF THE PROFESSIONAL DESIGNATION OF THE INTERVIEWER AND THE SCOPE OF SERVICES BEING PROVIDED:

The parties acknowledge and understand that:

John A. Butt is a Registered Marriage and Family Therapist and is on the Canadian Registry of Marriage and Family Therapists. He is a Clinical Fellow in good standing with the American Association for Marriage and Family Therapy and its Division, the Ontario Association for Marriage and Family Therapy.

The parties further acknowledge and understand that in his role as the Interviewer:

John A. Butt is **not** a member of the College of Registered Psychotherapists of Ontario.

As defined in the Ontario Psychotherapy Act, 2007, John A. Butt in his role as the Interviewer is **not** acting as a *Registered Psychotherapist*.

Initials of Parties:

As defined in the Ontario Psychotherapy Act, 2007, John A. Butt in his role as the Interviewer is **not** performing services that constitute the *profession* of psychotherapy.

As defined in the Ontario Psychotherapy Act, 2007, the scope of practice of the Voice of the Child Report services provided by John A. Butt **do not** constitute the *practice of psychotherapy*.

DEFINITIONS:

Money Retainers: An amount of money, as set out below, that is paid on account or deposit as security for payment to the Interviewer for fees and disbursements accrued over the course of the VOC process. Such retainers shall be paid in full to the Interviewer by the parties directly, or by their respective Counsel (if applicable) on behalf of their clients, in proportions agreed to between the parties and their Counsel.

Rate of Fees: The production and completion of the Voice of the Child Report for one (1) child is projected to be One Thousand Five Hundred Dollars (\$1,500.00) plus HST for a total of One Thousand, Six Hundred and Ninety-Five dollars (\$1,695.00). Each additional child involved shall incur a projected surcharge of Five Hundred Dollars (\$500.00) per child plus HST, for a total of Five Hundred and Sixty-Five Dollars (\$565.00).

In addition to any disbursements noted below, additional costs may be incurred at an hourly rate of Three Hundred and Fifty Dollars (\$350.00) depending upon such things as the complexities of the family circumstances, the child/children's cognitive functioning and emotional presentation, and/or the interview process. Any such additional charges shall begin to accrue after the first Two (2) interview hours per child.

Disbursements: In addition to the above noted fees, costs incurred by the Interviewer over the course of conducting the VOC shall be applied against the retainers. Such costs shall include but not be limited to: Travel Time (outside of Brantford) at the hourly rate of \$175.00 (One Hundred & Fifty Dollars); Kilometre Charge (outside of Brantford) at the rate of \$0.60 (Sixty) cents per kilometre; substantive Long Distance phone calls at the rate of \$0.10 (Ten) cents per minute; substantive Photocopies and Fax Pages at the rate of \$0.15 (Ten) cents per page.

INITIAL MONEY RETAINER:

The parties agree that the Retainer for the projected cost of the VOC shall be paid in full prior to the commencement of the VOC Report process.

COURT ORDER OR PRIVATE AGREEMENT:

A copy of the Order of the Court that establishes the request by the Court for the Voice of the Child Report shall be provided to the Interviewer in advance of the VOC being conducted. In the alternative to a Court Order, a written agreement between the parties shall be provided with such agreement detailing their acceptance of Mr. John Butt as the Interviewer for the purposes of conducting the VOC Report.

The specific area(s) of inquiry to be considered in the VOC shall be stipulated in the Court Order or private agreement.

ATTENDANCE AT COURT:

Counsel shall pay Mr. John Butt, on behalf of their respective clients and in accordance with the proportions previously established, for court attendance a fee of \$1,500.00 (One Thousand Five Hundred Dollars) per half-day (4 hours or portion thereof) plus HST for a total of \$1,695.00. Court time in excess of 4 (Four) hours on any given day shall be paid at a per diem rate of \$2,500.00 (Two Thousand, Five Hundred Dollars) plus HST for a total of \$2,825.00 per day.

Once requested to attend Court, 2 (Two) hours of preparation time shall be paid at a non-refundable rate of \$750.00 (Seven Hundred and Fifty Dollars) plus HST for a total of \$791.00, regardless of whether the request by Counsel/either party for testimony by the Interviewer is rescinded.

The parties agree that a retainer of \$3,250.00 plus HST for a total of \$3,672.50 (Three Thousand One Hundred and Seven Dollars and Fifty Cents), representing \$750.00 for preparation time and \$2,500.00 for one day of testimony, shall be paid to the Interviewer for court attendance in accordance with the proportions previously established and two weeks in advance of the Interviewer's attendance at court. Court fees in excess of \$3,250.00 (preparation and one day of court time) shall be payable each day(s) in which attendance at Court is required by an "in trust" cheque or e-transfer in accordance with the full-day rate detailed above. *HST and travel costs are in addition to the daily fees described.*

Any residual fees remaining in the account at the conclusion of testimony shall be reimbursed by the Interviewer in accordance with the proportional rates payable by each party.

INTEREST:

Overdue accounts shall accrue interest at the rate of **2% per month**.

TERMINATION OF AGREEMENT:

At any time, *either of the parties or Mr. Butt* may terminate the assessment process upon written notice to the parties and the Assessor. At that time, the Assessor shall cease the provision of services and reimburse any residual amount of the remaining Retainer.

CONFLICT OF INTEREST:

Any formal involvement by the Office of the Children's Lawyer in the proceedings shall constitute an *immediate conflict of interest* and shall result in the *immediate termination* of the Interviewer's services and withdrawal by the Interviewer.

COMMENCEMENT OF SERVICES:

Services will commence upon the signing of this Retainer Agreement and the receipt by the Interviewer of the above noted retainer. Upon completion of the VOC process, any

additional expenditures shall be paid in full prior to the release of the final VOC document.

SIGNATORIES TO THE AGREEMENT:

John A. Butt, B.A., M.Sc., Reg'd MFT

Date

Applicant/Party 1
Name:

Date

Counsel
Name:
Firm:

Date

Respondent/Party 2
Name:

Date

Counsel
Name:
Firm:

Date

Initials of Parties:

INDEPENDENT LEGAL ADVICE:

Party 1: Confirmation of the receipt of Independent Legal Advice

I _____ (print name of party) confirm that I have received independent legal advice regarding the terms of this Retainer Agreement for VOC services provided by John A. Butt, Interviewer. *I have attached to this agreement a copy of the Certificate of Independent Legal Advice* provided to me by Counsel under subsection 59.6(2) of the *Family Law Act*.

(Signature of Party) Date: _____

Party 1: Confirmation by Counsel of the provision of Independent Legal Advice

I _____ (name of Counsel) confirm and certify that I provided _____ with *Independent Legal Advice* on the terms of this VOC Retainer Agreement as required under subsection 59.6 of the *Family Law Act*.

Signature of Counsel Date: _____

Party 2: Confirmation of the receipt of Independent Legal Advice

I _____ (print name of party) confirm that I have received independent legal advice regarding the terms of this Retainer Agreement for VOC services provided by John A. Butt, Interviewer. *I have attached to this agreement a copy of the Certificate of Independent Legal Advice* provided to me by Counsel under subsection 59.6(2) of the *Family Law Act*.

(Signature of Party) Date: _____

Party 2: Confirmation by Counsel of the provision of Independent Legal Advice

I _____ (name of Counsel) confirm and certify that I provided _____ with *Independent Legal Advice* on the terms of this VOC Retainer Agreement as required under subsection 59.6 of the *Family Law Act*.

Signature of Counsel Date: _____