

Restorative Family Mediation and Counselling

Jonathan Paynter

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STATEMENT OF CONSENT FOR THE VOICE OF THE CHILD REPORT PROCESS

Jonathan Paynter (hereafter referred to as “Mr. Paynter” or “the assessor”) is a trained and experienced custody and access assessor and has conducted many voice of the child reports (VOC) under Section 30 of the Children’s Law Reform Act, as well as private, out of Court assessments (hereafter referred to as “the VOC” or “the VOC process”). As a Registered Social Worker, Mr. Paynter is bound to the principles of confidentiality and a professional code of conduct, as dictated by the Ontario College of Social Workers and Social Service Workers (www.ocswssw.org), including the Practice Guidelines for custody and access assessments. The parties must provide their consent to participate in an assessment. By signing below, the parties are agreeing to the following:

- 1) Mr. Paynter is being retained to provide a report about the views and preferences of the child(ren) in the family, in addition to any other recommendations Mr. Paynter sees fit to make as a result of the VOC process.
- 2) The parties understand that Mr. Paynter must collect private and confidential information about the parties, their families and their children to conduct the assessment and must provide their informed consent to the collection of personal and private information about themselves, their partner (where relevant), their child(ren), and other involved parties for the purpose of completing a custody and access assessment.
- 3) At a minimum, the VOC process involves an individual interview separately with each parent and two individual interviews with the child(ren) in question, although circumstances may dictate a different approach. In certain cases, it may be appropriate for Mr. Paynter to interview other significant family members (stepparents, grandparents, adult siblings, etc.). The parties agree that Mr. Paynter will decide on the best course of action on how to conduct the VOC process, but will obtain the parties informed consent prior to involving other family members.
- 4) Mr. Paynter will interview the child(ren) individually, without parents present. The parties agree that they will not attempt to pressure or influence the child(ren) to say something particular during the individual interviews and that the children are open and free to express themselves openly and privately during their interviews with Mr. Paynter. Furthermore, the parties agree not to record or attempt to listen to the private interviews between Mr. Paynter and the child(ren).
- 5) The parties will be asked to provide consent for the assessor to access private information about themselves, their children and the other party contained in the records of collaterals where relevant (e.g., school records, counselling records, medical records). The parties agree to provide written consent, where relevant, for the assessor to access that information, so long as it is deemed to be relevant to the VOC process. It is Mr. Paynter’s decision regarding what information to collect in order to complete the VOC process.

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- 6) Mr. Paynter collects personal information in order to provide assessment services, such as case notes, information from collaterals (i.e., other professionals involved with the family) and releases of information where appropriate. This information will be kept private and confidential, with some limitations (please see 8 below). The collected information is the property of Mr. Paynter and is not routinely released to the parties, their counsel, or the Court. In order to have any case notes and information collected during the course of the assessment released to the parties and/or their lawyers, Mr. Paynter will require a Court Order or Arbitration Award ordering the release of the information collected during the assessment process before anything is released. This applies regardless of whether the assessment is Court ordered or a private assessment.
- 7) Mr. Paynter will interview child(ren) as part of the assessment process at his sole discretion and may do so in private, without parents or other adults present. Mr. Paynter will take notes regarding any interviews he conducts with child(ren). Mr. Paynter will not release any information gathered during private interviews with my child(ren) to the parties, their lawyers the judge and/or arbitrator involved in the case, except in some exceptional situations, including those listed below in 8. The purpose of maintaining the confidentiality of the child(ren)'s comments to Mr. Paynter is to protect their privacy, encourage them to provide their views and preferences in an open and safe environment and to protect them from any repercussions for openly discussing any issues in the course of the assessment. Exceptions to maintaining the confidentiality of the child(ren)'s statements are found below.
- 8) The assessor will not divulge confidential information about the parties and/or the child(ren) involved in the assessment to any person or entity not involved in the assessment process without my informed, voluntary, and written consent. Exceptions to this include for the purpose of proofing the assessment report, non-identifying information released in the process of obtaining supervision and/or consultation with a colleague and a copy of the assessment report being provided to the judge/arbitrator involved in the custody/access process, as well as the other party and any legal representatives. Additional exceptions to confidentiality may occur in the following circumstances:
 - a) Where Mr. Paynter's files, including case notes and collateral information, are subpoenaed by a court of law or an arbitration award.
 - b) Where a Court Order is made, requiring Mr. Paynter to release his files.
 - c) Where Mr. Paynter is summoned to Court or an arbitration hearing to testify regarding his involvement with the parties and/or their child(ren).
 - d) If anyone discloses to the assessor actual or suspected child abuse/neglect, this must be reported to the relevant child protection authorities and, possibly, the police, in accordance with relevant laws.
 - e) If anyone involved in the assessment process discloses or reports any threats of violence/risk to themselves or to others (e.g. threatens suicide; threatening to injure or kill others), this must be reported to the relevant authorities, such as the police, in accordance with relevant laws.

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- f) If one or both of the party's occupation is considered to be safety sensitive and they disclose that they pose a threat of serious injury to themselves or others by carrying out their job duties (e.g. an employee who may be impaired when operating heavy machinery), this must be reported to the party's employer and other relevant authorities, in accordance with relevant laws.
- g) Mr. Paynter must report to the appropriate authorities in the event a Regulated Health Professional (e.g. social worker, psychologist, physicians and surgeons, dentist, etc.), of whom Mr. Paynter was told the name of, behaved in a sexually inappropriate manner with a client, in accordance with relevant laws and his professional requirements.

Apart from the above examples, and in the absence of any other legal or professional requirements to release private information about the parties and/or their family, Mr. Paynter must get written, voluntary, informed consent in order to release any information collected during the assessment process.

- 9) Mr. Paynter is a Registered Social Worker with the Ontario College of Social Workers and Social Service Workers (OCSWSSW). Any custody and access assessments will be carried out in accordance with the guidelines provided by the OCSWSSW. In the event that concerns arise about the professional practices of Mr. Paynter, the parties agree to attempt to resolve those issues directly with the assessor before making any complaints with the OCSWSSW. The parties, nor anyone acting on their behalf, including lawyers or legal representatives, will not take any legal action against Mr. Paynter regarding his involvement in providing VOC services.
- 10) Mr. Paynter's hourly rate for assessments is \$200.00 per hour. The retainer for the VOC process is \$2000.00, based on a 10-hour process. There is no refund for this fee, unless the VOC does not proceed, at which point a refund will be provided for any hours that were not used. Additional fees may be charged for things such as postage, fees for document disclosure, excessive travel or a process that takes more than 10 hours to complete. Payments can be made via e-transfer, cash or by check, with a receipt/invoice provided upon request. Parties may also pay via PayPal, but additional fees will be charged for this method of payment. Payment must be made in advance of any services provided. The parties to the assessment are required to provide Jonathan Paynter with at least 24 hours' notice of cancelling an appointment and failure to do so may result in charges for missed sessions, which they are responsible for paying in full. **Please note that the full assessment will not begin until all fees are paid in full.**
- 11) Mr. Paynter is sometimes asked to provide expert testimony in Family Court trials with respect to the assessments he completes. Mr. Paynter's fees for attending Court are \$200.00 per hour and must be paid in advance of any Court appearances. Mr. Paynter will not attend Court or an Arbitration Hearing unless a summons has been made by a Court or Arbitrator, except in very exceptional circumstances at his discretion. In addition to fees for Court appearances, all parties involved in an assessment must agree that they will pay Mr. Paynter for a minimum of 7 hours of trial preparation time (\$1400.00) in advance of any Court appearance.

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- 12) Mr. Paynter may, depending on circumstances, offer the parties a disclosure meeting to discuss the conclusions of the assessment process and any recommendations that are to be made. This will also be an opportunity for the parties to reach a settlement. If the parties reach a settlement, a settled report will be provided, which will include the items the parties agreed to. If the parties do not reach a settlement, Mr. Paynter will provide a full report, which will include recommendations regarding the issues that were put forth by the parties, in addition to any other relevant recommendations. Mr. Paynter reserves the sole right to decide whether a disclosure meeting occurs.
- 13) The parties are encouraged to have independent legal advice about participating in the VOC process prior to participating. A Court Order or Arbitration Award may be required for the parties to withdraw from the assessment process. In the event that one or both of the parties acts to withhold information, or decline to allow information to be accessed by the assessor, inferences may be made by the assessor regarding the reasons why they are not providing full disclosure during the assessment process.
- 14) Mr. Paynter may wish to communicate with the parties, their lawyers and/or collaterals via email, telephone call or via video conferencing (Zoom) in order to arrange appointments with the parties, communicate with the parties' lawyers, interview the parties and their child(ren) and to complete the assessment, as well as for other purposes. Although online/telephone communications are a fast and convenient way to communicate, it is not always a secure means of transmitting information. Although Mr. Paynter takes the privacy and security of the clients' private information seriously and takes the precaution of confirming email addresses prior to any private communications with the parties, their legal representatives and/or collaterals, and uses the security measures provided by Zoom (e.g. meeting waiting rooms, passwords), it must always be kept in mind that it may be possible for my confidentiality to be unintentionally breached by communicating or sending information online. In providing consent to communicate with Mr. Paynter via email, telephone and/or Zoom, the parties are acknowledging and accepting the potential risks and are agreeing that Jonathan Paynter is not liable for any breaches of privacy, regardless of their cause.
- 15) You and the other party may not be satisfied with the outcome of the VOC process. By participating in the VOC process, you are agreeing that you will not hold Mr. Paynter liable or responsible in any way in the event that the VOC process does not result in the outcome that you hoped for.

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By signing below, I am indicating the following:

- a) I understand, agree to and consent to all of the above terms and conditions above;
- b) I have discussed them with my legal representative (or have declined to discuss them with my legal representative), have received independent legal advice on this process, and;
- c) I hereby consent to participate in the voice of the child process with Jonathan Paynter.

Please Print Name:

Signature:

Date (MM/DD/YYYY)

Please Print Name of Witness:

Signature of Witness:

Date (MM/DD/YYYY)