

## **CHILD CUSTODY EVALUATION CONTRACT**

Kelly Counseling and Consulting, LLC agrees to perform a child custody evaluation and serve as an impartial expert under the following conditions:

The goal of a child custody evaluation is to serve the best interest of the child(ren). The child(ren) is/are part of a family system and the entire system needs to be explored and heard. Only then can a final report and recommendation be presumed to be fair and thorough. The role of Kelly Counseling and Consulting, LLC is limited to neutral evaluator and does not include therapeutic services. Kelly Counseling and Consulting, LLC does not advocate for either parent, regardless of the referral source, who made the initial contact, or who pays for the evaluation.

### ***STANDARD PROCEDURES:***

Each party and their child(ren) will be required to attend up to three (3) individual visits. During the first visit, each party will be required to participate in a clinical interview and undergo psychological testing. If a party is involved with a partner, who would live with the child should custody be granted to that caregiver, then a second visit with the partner is necessary. At the discretion of the evaluator, a third visit may be requested.

The first visit with the child(ren) will be an individual session, unless meeting with the child(ren) individually would cause emotional harm. During the first visit, the child(ren) will be interviewed and, depending on the age and maturity of the child(ren), may be asked to participate in psychological testing. The evaluator may then request a second or third visit, individual or with one or both of the parties.

The interactions between each party and child will be observed on two separate occasions. The caregiver and child(ren) will be filmed interacting at the office for one (1) hour. A home visit will then be arranged for further observation. The purpose of a home visit is to help the evaluator gain a sense of the environment in which the child(ren) lives. If the caregiver lives a great distance from the evaluator's office, then the evaluator will determine whether a home visit is necessary. The parties agree to make the child(ren) available for these observations in accordance with the evaluator's schedule and in consideration of deadlines even if this necessitates a change in the usual visitation schedule.

The evaluator will seek collateral information from any other sources of information as deemed necessary by the evaluator. These collateral sources include, but are not limited to, physicians, teachers, daycare providers, therapists, and any other individual who may have observed a significant event or interaction. The parties agree to sign any required release of information for such consultation to occur.

Clinical interviews and/or testing of additional parties (e.g., spouses, grandparents, etc.) may be done by agreement of the parties before the evaluation begins. It may also be required at the discretion of the evaluator under certain circumstances (e.g., history of mental illness, abusiveness, addiction, criminal history, etc.).

Any and all contact that the parties make with the evaluator and office staff will be considered relevant data for the final report. Contact includes, but is not limited to, phone calls, e-mails, faxes, and observations.

At the completion of the process a comprehensive report, including recommendations, will be issued and released to each party's attorney. The parties are encouraged to review the reports with their attorneys. If factual information is incorrect and the party can objectively document the error, then Kelly Counseling and Consulting, LLC must be advised in writing.

Kelly Counseling and Consulting, LLC will make every effort to issue the final report within 40 days of signing the initial contract. Upon completion of the final report, *there will be no further contact between either of the parties and Kelly Counseling and Consulting, LLC*. If the parties are negotiating a mutual agreement following the issuance of the report, attorneys are welcome to consult with Kelly Counseling and Consulting, LLC if clarification of recommendations is necessary. If the evaluator is required to testify in court, s/he will serve only as an *impartial expert*. A follow-up direct testimony letter will be sent to all involved attorneys.

Under no circumstance should parents ever discuss the details of the custody evaluation with the minor children or allow them to read the report. There are some circumstances (e.g., when one parent suffers a diagnosable mental illness) in which the usual procedure for releasing the report may create difficulties. Under such circumstances, the procedure for releasing the report will be discussed with the evaluator and the attorneys. On occasion, one or the other of the parties or their attorneys request the release of raw data, including tests. While we can release a parent's own data with just his/her permission, we require either an agreement or a Court Order to release the other parent's data or the children's data.

#### **CONFIDENTIALITY:**

**All information, including documents, provided to the evaluator during the process is *not* confidential.** In order to thoroughly explore all relevant aspects of the potential custodial situations, we need to closely examine allegations and cross allegations of both parties, etc. Thus

the parties must agree to a modification of traditional rules of confidentiality and allow us to reveal to the other party and relevant third parties what each has disclosed to us.

***CREDENTIALS:***

The principal investigator in the evaluation will be Patricia M. Kelly, Ph.D. Dr. Kelly is a licensed psychologist.

***FEES:***

**Basic Child Custody Evaluation Retainer                      \$9,500**

The basic child custody evaluation includes: clinical interviews (caregivers and child(ren)), psychological testing (caregivers and child(ren)), test interpretation, observations, home visits, records review, contact with collateral sources, consultation with attorney, preparation of the report, and feedback.

**Additional Fees**

If the findings from the report demonstrate the need for more extensive evaluative procedures (e.g., large number of collateral sources, unusually lengthy reports), then the parties will be charged at the typical rate of **\$150.00 per hour** and are due before the report is issued.

**Testimony**

<b>Preparation for Court</b>	<b>\$150/hour</b>
<b>Half-Day minimum</b>	<b>\$800</b>
<b>Full-Day</b>	<b>\$1,500</b>

Testimony fee is required as part of the initial fee. This fee is refunded if testimony is not required and upon three (3) days notice before a scheduled hearing and receipt of a copy of the formal agreement. It is the party's responsibility to notify us when the agreement has been reached and to request a refund. If more testimony time is required than covered by the deposited fee and/or the evaluator must return another day for additional testimony, an additional fee will be charged and will be split by the same proportion as the fee in the original contract.

***Agreement as to how fees are split is reached by the parties or court order. Payment in full is required at the time of signing this contract and before any visits are scheduled. No partial payment plan or deferred payment plan will be accepted. Please note that health insurance does not typically cover a child custody evaluation. A copy of the court order for the custody evaluation is also required prior to scheduling an appointment.***

In some circumstances, it becomes necessary to terminate an evaluation before its completion (e.g., parties reach a settlement agreement; one party's failure to cooperate). In these cases, an appropriate referral will be made. A refund will be made or additional charges billed depending on professional hours expended to that point according to the fees schedule above.

**PLEASE SIGN BELOW INDICATING THAT YOU AGREE TO THE ABOVE CONDITIONS AND AGREE TO PAY THE FOLLOWING:**

Basic Child Custody Retainer	\$9,500
Testimony	\$800

TOTAL PROJECTED FEE	\$10,300
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Note: This is a projected fee and represents a retainer for services to be rendered. In most cases, this will represent the actual fee for a complete custody evaluation including report and testimony. However, as discussed above, additional fees may be incurred.

**AGREEMENT AS TO HOW FEES ARE SPLIT IS REACHED BY THE PARTIES OR COURT ORDERED. PAYMENT IN FULL IS DUE AT THE TIME OF SIGNING THIS CONTRACT AND BEFORE ANY APPOINTMENTS ARE SCHEDULED.**

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Caregivers's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date