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Clinical Psychology

AGREEMENT BETWEEN PARENT AND EVALUATOR

Carefully read the entire document and date and sign where indicated. Signing this document indicates that you understand the evaluation procedures and agree to participate by the conditions set forth in the document.

1. This agreement is between _____, MENTAL HEALTH PROFESSIONAL and _____, PARENT/ATTORNEY, to render the professional services designated below in the case of _____ vs. _____.

2. In this case, the mental health professional (and/or others under his or her supervision) will render the services checked below.

- Clinical interviews
- Child custody evaluation
- Evaluation of possible child abuse
- File review
- Collateral interviews
- Preparation of written report
- Expert testimony

The required deposit/retainer is \$ _____.

The deposit/retainer:

- is not refundable
- is refundable, and any unused portion will be returned.

3. The mental health professional shall be compensated for all services rendered in this case according to the fee schedule presented in 2 above. The parent also agrees to pay additional reasonable travel, lodging, and extraordinary clerical expenses. The parent will be furnished with an itemized bill detailing these expenses should they arise.

4. The mental health professional's compensation shall be received as follows.

___A. By payment of a deposit/retainer in the amount listed on this agreement prior to initiating any service and by payment of any unpaid fees before release of the report.

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___ B. In the event of a trial, prior to the release of the mental health professional's recommendations or reports to anyone, including the court, the parent agrees to pay all outstanding charges and any extraordinary expenses immediately upon receipt of an itemized statement detailing those charges.

___ C. Prior to rendering in-court expert testimony, the parent agrees to pay any outstanding charges plus \$ _____/hour for the number of hours estimated by the attorney to be required for testimony in the case. This fee for in-court services must be paid three (3) business days prior to the court date, Fees charged for trial or deposition testimony that is cancelled or postponed without advance notice at least one (1) business day are not refundable unless the mental health professional can reschedule the reserved hours.

5. The mental health professional shall not discuss this case with any person other than the parent and attorney, or persons expressly designated by the parent or attorney, without the parent's written consent.

6. The failure of the parent or attorney to inform the mental health professional of changes in court, deposition, or other relevant scheduled dates at least one (1) business day in advance will result in charges to the parent for time reserved by the mental health professional, which cannot be rescheduled. Monday dates must be changed by noon on the preceding Friday. The parent hereby agrees to pay these charges including the costs of collecting unpaid fees, under the terms set by this agreement.

7. This agreement may be terminated in writing by the parent or the mental health professional for any of the following reasons:

- A. Failure to perform according to the terms of the agreement.
- B. Misrepresentation of the facts of the case by the parent or attorney.
- C. An allegation by the parent or attorney that the mental health professional engaged in unethical or illegal behavior.

8. This document constitutes the entire agreement. Modifications to this agreement must be in writing and signed by both parties.

9. The mental health professional will conduct interviews and behavioral observations, collect and read all relevant documents, and administer psychological tests to all parties in the litigation (or personally supervise others who may assist him or her) to answer the following questions:

- Is each party in the dispute giving valid responses?
- Does each parent possess adequate parenting abilities?
- Does any party abuse or neglect the child(ren)?
- Does one party say bad things about the other party?

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- What is the family history?
- What is the child (ran)'s developmental history?
- How does each child view each parent?
- How do each parent and each child interact in the office?
- How do each parent and each child interact at home?
- What is the "fit" between each parent and each child?
- Is this family a good candidate for joint custody?

Each parent will be interviewed, tested, and observed alone and with the child(ren). Some families will be interviewed together.

10. It is very important to keep appointments because the schedule of meetings is arranged to balance the assessment and to make sure that each party has an equal opportunity to present his or her case.

The evaluator's first responsibility is the child, and the evaluation will be conducted within the following boundaries:

1. It is very important to keep appointments because the schedule of meetings is arranged to balance the assessment and to make sure that each party has an equal opportunity to present his or her case.
2. Missed appointments that are not explained clearly will be interpreted by the evaluator as signs that the delinquent party is not cooperative. A lack of cooperation will tend to lower the evaluator's estimate of the parent's fitness to obtain custody of the child.
3. All allegations of abuse, neglect, or substance use/abuse will be taken seriously and investigated. However, if the alleging party makes a false accusation, it reflects poorly on the alleging party's fitness to be sole Managing Conservator of the child.
4. If there is good cause to believe that one or both parties to the litigation are using or abusing illegal substances the evaluator reserves the right to request random drug or alcohol testing of all parties at his or her discretion.
5. Exaggeration of the truth and false allegations will reflect poorly on the fitness of the alleging party to be sole Managing Conservator of the child.
6. There is no privilege in custody litigation. The evaluator has a duty to report to the court all facts that he or she discovers during the course of the assessment and he or she must take all the information into consideration *when* determining the best interest of the child(ren). The traditional rules of confidentiality do not hold in custody litigation. All information collected during the course of the evaluation is open to discovery by the court.
7. The fee for conducting a custody evaluation is \$ _____/hour of evaluator time. This includes time spent interviewing, observing, and testing all parties as well as time spent in report preparation, dictation, telephone calls, court preparation, and

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other time directly connected with the custody evaluation.
The fee for court appearances is \$_____/hour while in court and \$_____/hour travel time to and from the evaluator's office.

A \$_____ retainer is required before beginning the evaluation. Bills will be sent during the course of the evaluation and a final bill will be sent and must be paid prior to the delivery of the report to both attorneys.

The average cost of a custody evaluation is generally in the range of \$_____ to \$_____.

8. The evaluator must have access to all immediate family members (the mother, father, and all children) for as many interviews, observations, and testing sessions as may be required. In addition, the evaluator must be free to contact any other parties who may have useful information.
9. The parents shall agree to sign all release forms necessary for the evaluator to obtain all reports from other individuals (for example, psychiatrists, psychologists, social workers, teachers, school officials, social service agencies, the courts, law enforcement agencies, doctors).
10. Both attorneys are invited to submit all materials that they consider will be relevant or helpful to a complete evaluation of the child(ren)'s best interest.
11. Following the meetings with each parent and his or her attorney, a final report is written and sent simultaneously to the court, both attorneys, and both parents. If a guardian ad litem has been appointed by the court, he or she will also be sent a copy of the report.
12. Following the submission of the written report all communication with either parent or any other party involved in the litigation is stopped. Further communication will come through both attorneys at the same time so that the evaluator can maintain his or her status as an impartial expert. Any information given to one attorney must be available to the other attorney.
13. The evaluator may serve as an advocate for one party only when the nonparticipating party has refused to participate and the court has refused to order the participation. The participating party must understand that the evaluator's willingness to serve as an advocate does not mean that he or she will support the participant's position in the custody evaluation.

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I have read the above, discussed all the provisions with my attorney, and I agree to proceed with the custody evaluation under these conditions.

Date _____

Signature of parent _____

Date _____

Signature of attorney _____

I have read, understand, and agree to the terms of this agreement.

Signed on this _____ day of _____, 20__.

Parent/Attorney _____

Professional _____

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