

CHILD CUSTODY EVALUATION ADVISEMENT FORM

Child(ren)'s Names: _____

Cause Number: _____

I, the undersigned, understand that the court has appointed **Monika Logan, M.A., LPC, LSOTP** of **Texas Premier Counseling Services, PLLC**, referred to in this document as "the Evaluator" for simplicity to conduct a **Child Custody Evaluation** regarding the above-named child(ren). I understand that Ms. Logan, the program director of Texas Premier Counseling Services has been designated by the court and/or a formal agreement of the parties to conduct the evaluation.

I further understand that meetings and interviews with the Evaluator are for the purpose of assisting the court and the parties involved in making decisions in the best interest of the child(ren) involved. I acknowledge that the evaluation is intended to be thorough, objective, independent, and in conformity with recognized best practices at the time this evaluation is conducted as appropriate to the specific situations of this case.

I understand that the Evaluator will attempt to obtain all relevant information from all sources needed to address the issues before the court. I understand and acknowledge that the Evaluator will use their professional discretion in making any and all decisions regarding who must be contacted, how extensive those contacts will be, and what information should be obtained and reviewed. I recognize this includes review of any previous evaluations or home studies if such reports exist.

I understand that although I may be providing payment to the Evaluator, they are working for the court, under court appointment, and the outcome of the evaluation may or may not favor my position or be something that I am in agreement with. I recognize that I may refuse to participate in the evaluation, and acknowledge that the nature and extent of the consequences of any refusal to participate should be discussed with legal counsel.

Retainer: I understand that a retainer for the full fee of the evaluation is due in advance. The court may order each participant to pay an equal share of the fees, assign one participant to pay the total fee for the evaluation, or order a disproportionate split of the fees for the evaluation. The retainer must be paid in full, prior to scheduling the first interview. Payment may be made by check or money order made out to "**Texas Premier Counseling Services.**" I understand that this retainer may be increased based on additional individuals to be interviewed, the necessity of extensive records review, and/or other case-specific factors, and that any additional retainer amount is due upon billing and prior to submission of the report to the court.

Fees: I understand that a completed evaluation is billed at a flat base rate of **\$5,000.00** per party. This base rate covers interviews of up to **five (5)** persons (*adults and/or children*) involved in the case. There is an additional charge of **\$200.00** per party for each additional person to be interviewed beyond the first five.

The base rate also covers collection of standard collateral information, review of basic documentation, and completion of a report to the court. It does not cover review of depositions, review of Child Protective Services records, or other substantial records review over **one hour** in length per party. It does not cover any administrative

or other hearings related to this case. Unless otherwise specified, such additional work is billed in **quarter hour** increments based on a standard hourly rate of **\$200.00**.

Unless otherwise specifically ordered by the court fees for services will be split between the parties. Any additional collateral data submitted will not be reviewed until after all associated payment(s) from party(s) have been received. Should the case settle or our services otherwise terminate prior to completion of a report to the court refunds will be issued based on actual time worked on the case, billed at the standard hourly rate, with all administrative time prior to start of interviews billed at the hourly rate of **\$200.00**. Refunds will be issued only if there is remaining retainer on account for the case, and then only up to the amount of retainer on account. Should one side fail to provide full payment, issues of reimbursement may have to be addressed to the court.

Payment should be made in the form of check or money order made out to "**Texas Premier Counseling Services**" or "Texas PCS"; **NO ELECTRONIC PAYMENTS ARE ACCEPTED FOR CUSTODY EVALUATIONS AND/OR ANY RELATED CUSTODY EVALUATION DOCUMENTS**. Returned checks will be charged the maximum fee allowable under law. I understand I am responsible for any and all fees incurred by the Evaluator in relation to this case, and any and all work done by the Evaluator in relation to this case.

Other Costs: I understand that each of the parties will be responsible for any fees for production of third-party records or other information related to this evaluation. I understand that if this case settles costs for postage, copying of records, and other administrative costs will be deducted from the retainer. I acknowledge that time in administrative tasks is billed at the standard hourly rate and that copies of records produced by Texas Premier Counseling Services are billed at the same fee as charged by the Denton County District Clerk's office. Additionally, I understand cancellation of any appointment with less than **72-hours' notice** will incur a **one-hour service fee**. After the report is filed any updates which are ordered will be billed at the standard hourly rate with a minimum **four-hour** retainer due in advance. After a final report is made to the court, we will not have further direct contact with the parties unless the court orders an update to be conducted.

I understand that if the Court finds that the primary language of the parties is not English, the Evaluator shall select a licensed or certified Interpreter to assist, with any and all cost(s) associated with the utilization of the interpreter to be paid in accordance with the Order.

Court Appearances: I understand that if my attorney or I request a court appearance, deposition, or participation in any type of settlement conference by the Evaluator, there will be an additional **\$250.00 per hour** fee. I acknowledge by signing this document that failure to provide the fee as specified constitutes release from the requested appearance. Appearances in legal cases require clearing substantial time on our calendar, as well as additional professional preparation time. For any requested appearance, subpoenaed appearance, or telephonic appearance fees are due no later than **seven (7) days prior** to your court date and are **non-refundable**, as we must clear our schedule whether the hearing(s) occurs or not. Please note that if an appearance request is received without a minimum of **seven (7) days' notice**, the appearance fee is due immediately, and there will be an additional \$250.00 express charge.

The Court Appearance Fee is **\$250.00** per hour with a **four (4) hour** minimum (*Half-Day*) equal to **\$1,000.00**, or **\$250.00** per hour with an **eight (8) hour** minimum (*Full-Day*) equal to **\$2,000.00** for either personal appearances or telephonic appearances. Please be advised that if the Court Appearance is in excess of the **four (4) hour** minimum but less than or equal to the an **eight (8) hour** minimum, and is being requested for the same day, Client will be assessed the **eight (8) hour** minimum rate. Appearances in excess of an **eight (8) hour** minimum will be charged a

Court Appearance Fee of **\$250.00** per hour per day. Should a Court Appearance request exceed one full-day, the same rates as noted above would apply for each additional full-day and/or half-day requested. Payment is required regardless of whose attorney subpoenas Texas PCS's involvement. **Payment(s) are non-refundable.** As your Counselor may be in session with another Client, your attorney will need to either email and/or fax the subpoena or arrange a time for the subpoena to be served. **Please be advised that failure to pay the minimum required fee, as specified, constitutes release from the requested or subpoenaed appearance.**

It should also be noted that relative to any subpoena that requires the (re)production and/or (re)submission of document(s) and/or correspondence related to your case are subject to an additional fee(s) associated with the preparation, production, submission, and/or copying of such requested record(s).

Additionally, any request to (re)produce training, documentation, and/or reference materials related and/or specific to your case, subject to and/or prohibited by copyright law(s), will not be provided, and/or required when applicable. If digital reproduction is prohibited but hard copies are permissible, hard copies (*when applicable*) will be provided regardless of the requested reproduction method (*i.e., photocopy vs. digital*). Furthermore, it is acknowledged that some materials cannot be reproduced due to copyright law.

Travel: I understand that interviews with adults will generally be conducted at the Texas Premier Counseling Services central office in Frisco, Texas, and that interviews with children will generally be in the homes of the parties. Unless the court has specifically ordered otherwise, a review of each party's residence is a mandatory part of the evaluation. There is no additional travel fee for work conducted in Collin or Denton counties. If it is necessary to travel outside of these counties an additional travel fee may be charged. Travel time is charged per hour, rounded up to the nearest **15-minute** increment, at half the standard hourly rate.

For evaluations requiring airline or overnight travel, I understand that fees are charged for travel time and travel expenses. Such travel time is logged as any time spent between originating airport and hotel, and is charged as noted above. Travel expenses include the full expense of the airfare, a hotel room, and a rental vehicle with gasoline reimbursement or taxi fees. An additional travel retainer will be calculated based on expected travel time and expenses and is due before any travel arrangements will be made.

Unanticipated Costs: I understand and acknowledge that unanticipated circumstances may necessitate additional hours of service outside those estimated in the retainer. These include, but are not limited to: additional interviews; extensive telephone contact time; additional document review; any and all procedures to assess fresh allegations or issues which were not included in the original retainer estimate; and other case specific factors. Should costs rise above the retainer estimate, I understand the Evaluator will notify my attorney and the original retainer will be revised.

Contacting the Evaluator: Communication to the Evaluator should occur in writing via email and/or to the mailing address or fax number below. Do not deliver information to the interview office except at scheduled interview times, as it should be sent via email and/or to the mailing address or fax number below. Please do not attempt to have ex parte (*one-sided*) communication with the Evaluator by e-mail and/or telephone except for scheduling concerns and/or billing issues. The Evaluator may respond in writing and/or by telephone as deemed appropriate. The Evaluator will generally only discuss administrative issues regarding the evaluation with the litigants and their attorneys; please have them contact us directly.

Mailing Address:

Texas Premier Counseling Services
190 E. Stacy Rd., Suite 306 #325
Allen, TX 75002

Fax Number:

(972) 649-4434

Should additional data (*i.e. collateral documents*) be received after the final report has been submitted, the attorneys of record will be notified. Any additional data provided will not be reviewed nor will an addendum be issued without the evaluator receiving an Order from the Court to do so.

Audio-Visual Recordings: I understand that with regards to a Child Custody Evaluation, my adult interview(s) with the Evaluator will be audio-recorded. I am aware that the audio recording(s) will be kept as part of the Evaluation file, just as any other document(s) produced during my evaluation. It has been explained to me that the audio recorded interview(s) will serve as a real-time backup of any documentation generated during my interview(s). I further acknowledge and understand that interview(s) with any adult subject to a Child Custody Evaluation suit will not be visually recorded.

I further acknowledge and understand that interview(s) with any child subject to a Child Custody Evaluation suit shall and must not be audio-visually recorded, as it is not in the best interests of any child subject to such suit. As such, I agree to waive any future objection(s) to not require the evaluator to make audio-visual recordings.

Furthermore, relative to a Child Custody Evaluation, the term "child interview" as referenced in Family Code Section 107.112(b-1), shall refer to any individual interview of a minor child and shall not be construed as applying to other elements of the Child Custody Evaluation in which the minor child is a participant, such as but not limited to the parent-child interview(s) or any observation(s) of the children or parent(s) that are part of this Child Custody Evaluation.

Services not Provided: I understand and acknowledge that the Evaluator is not providing, nor am I requesting, therapy, counseling, or any form of treatment. Should these or other service needs be indicated during the course of the evaluation, appropriate recommendations will be made. I understand that the Evaluator is not providing Mediation, Parenting Coordination, Parenting Facilitation, or any other service outside of a Child Custody Evaluation. I understand should the court or the attorneys request the Evaluator to participate in a settlement conference, the Evaluator will do so only as an Evaluator and only for the purposes of clarifying, explaining, or otherwise communicating the results of their evaluation and report.

I understand that the Evaluator is not an attorney and that if I have any questions regarding legal matters, I should consult with an attorney. I understand that it is inappropriate for someone not trained as an attorney to respond to questions concerning legal matters and recognize I cannot request the Evaluator to do so. I understand that I am to provide my attorney copies of any information I provide to the Evaluator, so that proper discovery procedures may be complied with. I understand that any copies of electronic records submitted by me to the Evaluator must be sent through my attorney. I understand that the Evaluator will not review any audio or video recordings unless all parties have been provided copies, and all parties have agreed in writing for the Evaluator to do so, or the court has ordered such a review.

Professional Practice Statements: For the purposes of reporting violations of licensing rules or regulations, the Texas Behavioral Health Executive Council can be contacted by mail at 333 Guadalupe St., Ste. 3-900, Austin, Texas 78701, and/or by telephone at (800) 821-3205.

I understand and acknowledge that the outcome of the evaluation may or may not favor my position or be something that I am in agreement with. I understand that complaints regarding conclusions and recommendations in the evaluation must be directed to the court, as the licensing board handles only complaints regarding violation of licensing rules and regulations.

I understand that the program director is custodian of records for Texas Premier Counseling Services. In the event of the program director's death, incapacity, or termination of practice, custody and control of records maintained by Texas Premier Counseling Services will be turned over to a successor as selected by the program director.

Insurance Coverage: I understand that none of the services provided to me in this case are covered by insurance as the evaluation is for legal (**not treatment**) purposes, and is not therapy.

I have been informed, and I understand that any communications or statements by me or the child(ren) will not be privileged or confidential and that:

- The Evaluator may be required to testify in open court in the course of litigation. Any information provided to the court may become public record.
- The Evaluator is required to make a report to the court and the attorneys of record. A copy of the written report and the written materials provided to the court are provided to the attorneys of record and clients who represent themselves at the time the report is filed with the court.
- All information provided to the Evaluator will become part of the Evaluator's records and is available for review by the attorneys of record and clients who represent themselves. After the report is completed, information will be released following written request from attorneys or clients who represent themselves.
- The Evaluator may confer with mental health professionals, doctors of medicine, education and child care personnel, personal references, other governmental entities, attorneys of record, and such other persons as have or need information directly related to the evaluation as necessary.
- The Evaluator may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; or as otherwise required by law.

Do not sign this form unless you have read and understood it.

Signed this _____ day of _____, 20_____.

Signature

Printed Name