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## FORENSIC COUNSELING SERVICES

Aaron Robb, Ph.D., LPC-S  
Program Director

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### ADOPTION EVALUATION ADVISEMENT FORM

Cause Number: \_\_\_\_\_ Children's Names: \_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, understand that the court has appointed one of the personnel of Forensic Counseling Services to conduct an adoption evaluation regarding the above-named child or children. The program director of Forensic Counseling Services is Aaron Robb, Ph.D., LPC-S; staff members are Susan Etheridge, LMSW, independent evaluator, and Mindy Harrison, LCSW, independent evaluator. Collectively they are referred to in this document as "the evaluator" for simplicity. I understand the primary evaluator for this case has either been directly designated by the court/agreement of the parties or has been designated as the first evaluator available to begin a new case.

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 or children 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 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 although the nature and extent of the consequences of refusal should be discussed with legal counsel.

**Fees:** I understand that a completed adoption evaluation (pre-placement, post-placement, or combined) is billed at a flat base rate. This base rate covers interviews of up to four adults and/or

**Initial:** \_\_\_\_\_

children involved in the case. There is an additional charge of \$75.00 for each additional adult or child to be interviewed beyond the first four.

Primary Evaluator	Stepparent or other relative adoptions	Non-relative adoptions	Standard hourly rate for additional work
Aaron Robb, Ph.D.	\$950.00	\$1250.00	\$300.00
Susan Etheridge, LMSW	\$950.00	\$1250.00	\$250.00
Mindy Harrison, LCSW	\$950.00	\$1250.00	\$250.00

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 over one hour in length, review of Child Protective Services records, or other substantial records review. Such additional work is billed based on a standard hourly rate noted above.

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. Payment should be made in the form of check or money order made out to Forensic Counseling Services. Returned checks will be charged the maximum fee allowable under law.

**Retainer:** I understand that a retainer for the full fee of the evaluation is due in advance. At least half of the retainer must be paid prior to scheduling the first interview and the remainder paid at or before the first interview. Payment may be made by check or money order made out to “Forensic Counseling Services” or “FCS.” I understand that this retainer may be increased based on additional individuals to be interviewed or the necessity of extensive records review and that any additional retainer amount is due prior to submission of the report to the court.

**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 fee. Additionally, I understand cancellation of any appointment with less than 72 hours notice will incur a one-hour service fee.

I understand that for any requested court appearance, subpoenaed appearance, deposition, or participation in any type of settlement conference by the evaluator there will be an additional fee of \$350.00 per hour, with a minimum charge of three hours. Such fees are due at least one week before the scheduled appearance. Please note: if an appearance request is received without a minimum of one week notice the appearance fee is due immediately and there will be an additional \$250.00 express charge. I agree that failure to provide the fee as specified constitutes release from the requested appearance. 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.

**Travel:** I understand that interviews with adults will generally be conducted at the Forensic Counseling Services central office in Lewisville or in the homes of the parties, and that interviews with children will generally be in the homes of the parties. There is no additional fee

**Initial:** \_\_\_\_\_

for evaluations conducted in Collin or Denton counties. If any party lives outside of these counties an additional travel fee may be charged. Travel time is charged at \$50.00 per hour in 15-minute increments.

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 first class 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 that the evaluator will notify my attorney and the original retainer will be revised.

**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. I understand should the court or the attorneys request the evaluator to participate in a settlement conference they will do so only as an evaluator and only for the purposes of clarifying, explaining, or otherwise communicating the results of the 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 recognize I cannot request the evaluator to do so. I understand I am to provide my attorney copies of any information that I provide to the evaluator so that proper discovery procedures may be complied with if necessary. I understand that the evaluator will not review any audiotapes or videotapes unless all attorneys have been provided copies and all attorneys have agreed to or the court has ordered such a review.

**Notice to Clients:** The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Please call 1-800-821-3205 for more information.

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

**Initial:** \_\_\_\_\_

conclusions and recommendations in the evaluation must be directed to the court, as the licensing boards handle only complaints regarding violation of licensing rules and regulations.

I understand that in the event of Dr. Robb’s death, incapacity, or termination of practice, custody and control of records maintained by Forensic Counseling Services will be turned over to Bradley Craig, LMSW.

**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 medical purposes, and is not therapy.

I have been informed and I understand that any communications or statements by me or the children 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, physicians, 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\_\_\_\_.

Client: \_\_\_\_\_  
Signature Printed Name