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## FORENSIC COUNSELING SERVICES

Aaron Robb, Ph.D.  
Program Director

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### CHILD CUSTODY EVALUATION ADVISEMENT FORM

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

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I, the undersigned, understand that the court has appointed one of the personnel of Forensic Counseling Services to conduct a child custody evaluation regarding the above-named child or children. The program director of Forensic Counseling Services is Aaron Robb, Ph.D., Licensed Professional Counselor, staff members are Kim England, LCSW, independent evaluator; Mindy Harrison, LCSW, independent evaluator; and Monika Logan, LPC, independent evaluator. Collectively they are referred to in this document as "the evaluator" for simplicity. I understand the particular individual named to conduct the evaluation has been designated by the court and/or a formal agreement of the parties.

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 in the evaluation, and acknowledge that the nature and extent of the consequences of any refusal to participate should be discussed with legal counsel.

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**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. At least half of the retainer must be paid in 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.” I understand that this retainer may be increased based on additional individuals to be interviewed, the necessity of extensive records review, 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. This base rate covers interviews of up to five persons (adults and/or children) involved in the case. There is an additional charge of 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 as noted below:

Primary Evaluator	Base rate (per party)	Additional interview charge (per party)	Standard hourly rate for evaluations
Aaron Robb, Ph.D.	\$2,750.00	\$125.00	\$250.00
Kim England, LCSW	\$2,000.00	\$100.00	\$200.00
Mindy Harrison, LCSW	\$1,500.00	\$75.00	\$150.00
Monika Logan, LPC <sup>1</sup>	\$1,500.00	\$75.00	\$150.00

Unless otherwise specifically ordered by the court fees for services will be split between the parties. 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 Dr. Robb’s hourly rate. 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 “Forensic Counseling Services” or “FCS”; no electronic payments are accepted. 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.

<sup>1</sup> Under formal supervision of Dr. Robb.

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**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 Forensic 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.

**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 fee, per person requested, of \$250.00 per hour, with a minimum charge of three hours for personal appearances, or a minimum charge of one hour for telephonic appearances. Such fees are due at least one week before the scheduled appearance and are nonrefundable within a week of the scheduled appearance as we must clear our schedule whether the hearing occurs or not. 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 acknowledge by signing this document that failure to provide the fee as specified constitutes release from the requested appearance.

**Travel:** I understand that interviews with adults will generally be conducted at the Forensic Counseling Services central office in Lewisville, 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 (above).

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

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estimate I understand the evaluator will notify my attorney and the original retainer will be revised.

**Contacting the evaluator:** Outside of telephone contacts regarding scheduling, communication to the evaluator should occur in writing to the mailing address or fax number above. Do not deliver information to the interview office except at scheduled interview times; it should be sent to the mailing address. Please do not attempt to contact the evaluator by e-mail. The evaluator may respond in writing 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.

**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 they 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 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 State Board of Examiners of Licensed Professional Counselors or the Texas State Board of Examiners of Social Workers can be contacted by mail at Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369, and by telephone at 800-942-5540.

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 Forensic Counseling Services. In the event of the program director's death, incapacity, or termination of practice, custody and

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control of records maintained by Forensic Counseling Services will be turned over to Bradley Craig, LMSW or, in the event of Mr. Craig's death, incapacity, or termination of practice, other successors 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 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, 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