

Custody and Parent-time Evaluation Consent and Fee Agreement

Procedures for child custody and parent-time evaluations

The overriding principle of the evaluation will be to determine what is in the best interest of the children involved. Before scheduling the initial visit, I must have a signed order from a judge appointing me as the evaluator, signed consent and fee agreements, and the required retainer (\$3000). The retainer will be paid and maintained in this amount and be proportionately paid by the parties as required by the court order.

The purpose of a custody or parent-time evaluation is to determine what arrangement is best for your children in terms of how important decisions are made and how they share time with each parent. The procedures of the evaluation are designed to fairly assess all parties and make a recommendation to the court.

The typical evaluation procedure involves the following:

1. Each parent returns the signed consent and fee agreement. The court order and retainer are received.
2. Both parents will complete the Initial Parent Questionnaire. It can be downloaded from the Forms page my website www.ChrisWehl.com/forms. It is extremely helpful if you type your responses on the document and return it to me via email. It is important that this be completed and returned before the initial interview is scheduled. Please return it via the secure/encrypted link on my website <https://hushforms.com/chriswehl507>
3. The initial interview is scheduled. I typically meet with the parents individually and typically begin by reviewing the other parent's questionnaire responses with you, for your comment, and will eventually want to see what objective evidence supports your complaints or concerns. We will schedule a series of these interviews, usually in 3 or 4 hour blocks, though that is negotiable.

I will want to know who you think I could contact (I call them collaterals) to support your position or offer objective information about parenting or other relevant issues (less obviously biased persons being preferred). Please download and complete the Collateral Contact Form on my website for details. If either parent is involved in a new relationship, the significant other will need to be involved in the evaluation process. I will also suggest how to prepare the children for the evaluation process.

4. I will review documents you provide me that you think are relevant to the question of custody, parenting quality and co-parenting ability. This could include court documents, letters, emails, or text messages between the parties, supervised exchange notes, prior psychological evaluations, police reports, Facebook data, DOPL controlled substance database reports, child protective services reports, etc. Reviewing documents is quite time-consuming, so please limit documents to those that prove a point that isn't known from other sources or that would be important to the custody recommendation. It is helpful if you can attach a note that explains what you think I will learn from reviewing the document.

5. Our next meeting will be for each parent to complete the psychological testing (at my office). Testing will usually take about 3 hours. You may not make or receive phone calls during testing and you must not photograph or otherwise copy test materials (all of which are copyrighted).
6. I will contact collaterals that each parent has identified as having relevant information to share. I will decide which suggested collaterals to contact. The Collateral Contact Form on my website collects the needed information.
7. I will then want to have dinner at each parent's home with the children present. Ideally, this will be just a typical dinner, though I would ask to have the TV off and that the family members sit together at a table so I can observe family interaction. Please don't prepare anything special or out of the ordinary. The purpose is to see how the children interact with each parent during a routine, daily family event. I will not want to be the focus of the dinner, but to observe the family function, so don't feel the need to entertain me. It is ideal if you can interact as a family as you would if I was not present. During this visit, I will ask the children to give me a tour of the home, yard, and perhaps, neighborhood. I may do this meeting via video streaming.
8. If you have videotapes of family events that predated the separation, and you think they might be useful for documenting how the parents or children behaved, please make a copy for me.
9. I will then want to meet with the school-aged children, separately. I will usually spend about 2 hours interviewing each child, usually in two visits, transported by each parent. I will want the children's teacher to complete a Child Behavior Check List on each child. Testing of the children is usually short and simple, unless there is need for more thorough testing.
10. If there are step-parents or significant others, I will interview them.
11. After I have completed the information-gathering portion of the evaluation, I will notify your attorney, so she or he can arrange a 4-903 settlement conference.
12. At the settlement conference, I will discuss the needs of the children and each parent's and stepparent's ability and propensity to provide for those needs. I will be prepared to speak to more general issues of custody and give verbal recommendations about legal and physical custody. Hopefully, you will be able to agree to a settlement at this time, rather than proceed to trial.
13. If settlement is not possible, I will be informed by your attorney, and will begin preparing a formal report, after receiving the retainer for the report (\$3000).
14. When the balance of the bill is paid, I will submit my report to each attorney, the judge, and when applicable, the guardian ad litem.

CONSENT TO COURT-RELATED EVALUATION AND AUTHORIZATION FOR RELEASE OF INFORMATION (one for each subject of evaluation)

Carefully read the entire document. Signing this document confirms that you understand the procedures to be used in the evaluation and will abide by them.

I understand that the custody evaluation will usually consist of:

- Interviews of parents, individually
- Completion of an extensive questionnaire by each parent
- Interview of each parent and any step-parents or significant others, separately
- Interviews of each child, separately (usually for children five and older)
- Psychological testing of both parents
- Information collection about the child(ren) and/or testing of the child(ren)
- Observations of each parent interacting with the children in their home (may be done via interactive video, if appropriate)
- Review of documents provided by parents, as well as court documents, Division of Children and Family Services documents, school records, mental or medical records, and any other documents that may be relevant
- Interviews (usually via telephone or interactive video) with collaterals identified as having useful input, such as neighbors, physicians, therapists, employers, teachers, etc. Dr. Wehl will determine who to contact based on the need for the information they may offer, and their inherent bias, with a preference for less biased sources
- Random alcohol or drug testing may be requested by Dr. Wehl, if the need is suggested
- Criminal background report may be requested

I understand that there is no confidentiality for any participants in this evaluation. All information collected during the evaluation will be noted, and included in the report, if it is relevant to the scope of this evaluation.

I understand that I must sign release forms that will allow other professionals to communicate information to Dr. Wehl. Included are psychotherapists, physicians, teachers, school officials, and law enforcement agencies, among others.

I understand that by signing this agreement, I give Dr. Wehl permission to communicate information to the attorneys, including a guardian ad litem, the other parties in this dispute, the court, and other professionals who have a need to know. This communication can be in the form of reports, testimony at deposition or in court, or informal communications.

I understand that I may not receive the feedback about my performance on tests and interviews that is customary in therapeutic evaluations, unless or until a report is requested.

I understand that by signing this document, I agree to provide all documents requested by Dr. Wehl, including medical records, mental health records, mental health evaluations, school records, court

documents, and police reports. I understand that any document, tape or video recording or other material I submit will not be returned.

I understand that Dr. Wehl will not review illegally obtained information, no matter how important it may seem to the evaluation.

I understand that it is important that I keep my scheduled appointments and that missed appointments will be billed in the same manner as all other appointments. It is for the parties to determine how they will share the cost of missed appointments, but Dr. Wehl will be paid in the manner outlined on the fee agreement.

I understand that no appointments will be scheduled and the case will not progress unless the retainer is maintained at the \$3000 level. I also understand that payment delinquencies that significantly delay the evaluation process will be reported to the court.

I understand that Dr. Wehl will not schedule a settlement conference or release the final custody evaluation report until the account is current and in compliance with the terms of the financial agreement. The Custody Evaluation Report will only be released to counsel and the court, and copies should not be provided to the parties.

I understand that I could decide to settle with the other parent at any time during the evaluation. I am aware that in the case of a settlement, Dr. Wehl may remain bound to write a brief summary of the findings in the case and subsequent settlement for the court. I understand that despite a settlement, the cost of the provision of the summary will be billed to the case, as well as charges for work already completed.

I understand that if Dr. Wehl's testimony is requested at hearing, trial or deposition, I will pay in advance (at the time of subpoena or scheduling) for his preparation time (3 hours) and for the time Dr. Wehl will be out of his office to testify, including waiting time (minimum 4 hours).

Fees

The fee for court-related psychological testing and evaluation is \$165 per hour, and is billed by time spent for all activities necessary to the evaluation, including scheduling, reviewing records, interviewing involved parties, interviewing collaterals, test administration, scoring, interpretation, summarizing data, report preparation, consultation with attorneys, communicating with parties, depositions and court appearances, including travel and waiting time. If out-of-town travel is involved, actual expenses will be added. Virtual home visits may be an option. Copying of file documents is done at 50 cents per page.

My fees change infrequently, usually every few years, and by a small percentage. When they change on my website, they will change on your case. This usually does not affect custody evaluations, unless there is a long lapse or an update is required. My current fees can be found on the consent

Payment

For custody evaluations I require payment of a replenishing retainer of \$3000 for the information-gathering phase, and \$3000 for the report-writing phase. The retainer will need to be replenished at

billing cycles and remaining balances will be returned at the conclusion of the case.

You will need to pay the amount you owe (including maintaining the retainer balance) within 15 days of receiving a statement. Dr. Wehl will charge your credit card for this amount if he has not received full payment 20 days after mailing you a statement. You agree to pay a finance charge of 18% per annum (1.5% per month) on the 30 day unpaid balance.

Work on the evaluation will only progress when the account has a credit balance of at least \$3000. You agree to pay \$35 for checks returned unpaid by your bank or credit card charge-backs, in addition to the actual fee charged by Dr. Wehl's bank.

Health insurance does not cover court-required evaluations since they are not considered medically necessary.

I require a valid credit card to be on file with authorization to charge the card to bring the account into compliance with the terms above if payment isn't received within 15 days of receipt of an account statement. You also consent to my charging a nominal amount verify your credit card, which will be applied to your account.

Any refunds on funds paid via credit cards will have the merchant fees deducted from the refunded amount.

Missed Appointments

Unless canceled at least 48 hours in advance you will be charged for missed appointments at the rate for the visit. If multiple hours were scheduled, they will be reflected in the charge. This also applies to trial or deposition testimony that is postponed or cancelled without 3 business days notice.

Collection of unpaid fees

In addition to halting progress of the evaluation, any overdue, unpaid fees will be charged interest at a rate of 18% per annum (1.5% per month). By signing this document, you agree to pay this interest charge.

Accounts overdue for 60 days may be referred to a collections service. By signing this agreement, you agree to pay charges or commissions up to 50% that may be assessed by any collection agency retained by Dr. Wehl to pursue collection, and all attorneys' fees, court costs and filing fees, arising out of efforts to collect unpaid fees.

I have read this document, had the opportunity to discuss this agreement with my attorney, understand, and agree to the terms of this agreement. I also agree to permit a copy of this authorization to be used in place of the original. I am also agreeing to these conditions for my minor children.

First Name * _____

Last Name * _____

Home address * _____

City * _____

State * _____

Zip code * _____

Mobile phone number * _____

Email address * _____

Date of Birth * _____

Credit Card Number * _____

Required credit card to be used to bring my account current (including replenishing the retainer) 15 days after receiving a statement. I also authorize Dr. Wehl to validate this card by making a nominal charge which will be credited to my account. If I am not required to pay for the evaluation, my card will only be charged for expenses I incur, such as calling Dr. Wehl to a deposition or subpoenaing records.

Exp. Date * _____

3 or 4 digit Card Security Code (CVV) * _____

Billing zip code for card * _____

I have read this document, had the opportunity to discuss this agreement with my attorney, understand, and agree to the terms of this agreement. I also agree to permit a copy of this authorization to be used in place of the original. I am also agreeing to these conditions for my minor children.

Please bill my credit card for my monthly balance + the revolving retainer amount and send me a statement

YES NO

Please send my statements via email

YES NO

Signature * _____

Today's date * _____