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AGREEMENT FOR CUSTODY EVALUATION

This form describes policies which both you and I agree to follow as we work together. If you have any questions at all, please bring them up so that they can be discussed and clarified.

<u><i>Names of Parties</i></u>	<u><i>(DOB)</i></u>	<u><i>Name of Attorney if applicable</i></u>	<u><i>Attorney Phone Number</i></u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____

General Description of Services:

The evaluation procedure involves a series of personal interviews with each party, along with individual interviews of each child, probably 4 in all, with the children having been brought twice by each parent. In these situations, the children are usually interviewed individually, and time is taken, near the end of the process, to see the children together with each parent. To augment my observations made in interviews, to each parent there will be administered a battery of psychological tests. Relevant testing will be done with the children, age permitting, during their individual sessions. Additionally, relevant collateral parties will be contacted, and relevant documents will be reviewed. If the circumstances permit, I will visit each party, with the children, at their home.

The evaluation should be done as a result of a court order or, lacking such an order, by an agreement reached between the parties, usually through their attorneys. The agreement should be as clear as possible regarding the nature of the questions to be answered, not only including such issues as requesting recommendations regarding custody and visitation, but also speaking to specific issues as questions of parental fitness, of suspected abusive behavior, of suspected alcohol or drug abuse, or questions related to a particular child's emotional functioning, attachment, etc. The agreement should also include information on how the costs of the evaluation are to be shared.

Ex parte communications between me and the attorneys are discouraged, and, if possible, when communication is necessary between the attorneys and the evaluator, an effort should be made to make those conversations joint.

At the end of the evaluation, the findings are generally shared, jointly and in person, when possible, with the attorneys (not with the parties) with the aim of moving toward a settlement. Following that conference I will meet with the parties, either jointly or individually, depending on what the situation calls for, in order to move the process ahead or clarify my findings.

This work is not considered to be therapy or counseling. As a result, no diagnosis will be offered, and reimbursement from third party payers (i.e., insurance companies) should not be expected. By signing this form, you will be agreeing not to submit claims for reimbursement for this work to any insurance company or managed care company.

Fees:

My fee will be \$340/hr for time spent in working directly with you and your family (if appropriate) and for time spent analyzing material, preparing recommendations, examining collateral documents, communicating with collateral parties, and consulting with your attorneys. While I will not charge for short routine telephone communications, I will reserve the right to charge for longer more substantial telephone consultations and for time spent reading or sending emails. In the event that expert court testimony is required my fee will also be \$340/hr, generally including a minimum of 4 hours of court time, due to the lack of predictability of court schedules. I will also charge for travel time and preparation time.

Payments:

An agreement about how payment responsibility is to be shared should be developed between the parties (if appropriate) prior to the first contact. Whatever arrangement is agreed upon, a prepayment of half the estimated total cost of the evaluation will be expected at the beginning of the process, and the payment of all remaining fees will be due prior to the release of any findings, recommendations, or a final report.

Please fill in that which applies:

Names of the primary parties

Payment percentage specified by order or agreement

1. _____

2. _____

Other payment arrangements _____

Any outstanding balance beyond the time that final payment is due will be subject to a finance charge of 1.5% per month (18% per annum) being added to the balance due.

In the case of long delinquent accounts, involvement with an attorney or collection agency may become necessary. In this case, all additional fees involved will be your responsibility and, in addition, the amount you owe will not be held confidential as it will be necessary to reveal it to these other parties.

Feedback of Findings:

Generally, recommendations will be made to clients' attorneys, and/or referring Parent Coordinators. I will also be happy to meet directly with clients (at an hourly rate) to further explain my findings and/or to help in the process of resolution.

Confidentiality:

The information revealed by you will be maintained in confidence within the system. That is, while outside parties will not be privy to it without your express permission, all information gathered, at my discretion, may be shared with the attorneys in the case or the other complainant(s), and all material gathered may become included in my final report.

In all cases, I will seek to adopt a socially responsible and ethical position. This means that I will view myself as an independent evaluator and not as an a priori advocate of any position. I look forward to working with you.

Cancellations:

When you schedule an appointment, that time is reserved for you. If you cannot attend the session, please notify me as soon as possible. You will be liable for charges for missed sessions unless at least 24 hours notice is given. Certainly, if I have to cancel, there will be no charge.

William B. Zuckerman, Ph. D.
Licensed Clinical Psychologist

Client

Witness

Client

Date