

## Lepage Associates

### *Solution-Based Psychological & Psychiatric Services*

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#### SERVICE AND FEE AGREEMENT FOR CUSTODY EVALUATIONS Information Concerning the Practice, Financial Arrangements, and Confidentiality

CONTRACTED EVALUATOR: \_\_\_\_\_ (Independent Contractor)

Thank you for the opportunity to offer our professional help to you. We have prepared this form to describe our professional services and procedures. *We apologize for the length of this form, but due to the sometimes difficult nature of custody issues, detailed coverage is important for everyone involved.* Please let us know if we can clarify any of this information and if you have any other questions.

Staff Qualifications: As Psychologists, we provide custody and visitation evaluations. (We also provide divorce mediation; parenting plan consults; therapy services to adults, adolescents, children, groups, couples and families; and psychological, educational and forensic evaluations to children, adolescents, and adults. We do not provide emergency services.) We make every effort to provide you with the highest quality services available. All independent contractors at Lepage Associates hold doctorate degrees in psychology, and are also licensed to practice psychology in North Carolina or are currently completing their licensure hours under the supervision of one of our licensed psychologists. Your service provider will also hold other degrees in psychology and/or related areas, and may have additional specialty training. (At times we may also have doctoral students in training.) **We are not attorneys and have no legal training. Nothing in any of our services, to include in our divorce mediation or parenting plans/custody services, and/or any written materials created by us at any time, constitutes legal advice or legal information; nothing in our services, whether written or verbal, constitutes legal advice/information. Our services should in no way be construed as legal services, and we are at no time engaging in the practice of law.** This contract is between you and your evaluator named above; it is not between you and Lepage Associates. Your evaluator is an Independent Contractor and as such is solely responsible for determining the method, details and means of performing services. As an Independent Contractor, your evaluator is solely responsible for his/her clinical decisions and services, regardless of whether or not he/she has discussed the case with Dr. Lepage and/or other associates of Lepage Associates, or engaged in any other outside peer review.

It must be understood that your evaluator cannot provide psychological advice to individuals who he/she is evaluating. Many people going through divorce experience sadness, depression, anxiety, uncertainty, anger, financial fears, etc, or notice these symptoms or behavioral acting out in their children. **If you desire supportive counseling or psychotherapy services for yourself or your children, your evaluator will be pleased to provide you with the names of appropriate professionals** who specialize in divorce services for adults, teenagers, and/or children.

Payment, Insurance, & Refunds: **Evaluations must be paid by cashier's check or money order made payable to Lepage Associates.** We apologize for this trip to the bank evaluation clients must make, but personal checks cannot be accepted. Typically health insurance will not cover the cost of evaluation done for the purposes of a custody evaluation, as insurers distinguish this from the "mental health services" that they do cover. **Payment in full is due up front; the services will not begin until payment in full is received; likewise, depositions or testimony will not be provided until payment in full is received. Also, written material such as reports will not be provided to either party until payment in full is received. If one side is holding up release by non-payment, we strongly suggest the other party pay (and seek legal avenues later for repayment by the delinquent party), so that the report can be utilized.** When an hourly fee applies instead of the flat fee (such as depositions/testimony), we will provide an estimate of the total number of hours the case will take and will track our time; should the case

take less time, we will return funds for hours unused, and should the case take additional time, we will require payment in full up front of an estimate of time remaining to complete the case. **To guarantee availability we require two weeks notice for settlement conferences, depositions, or testimony; we require ½ of the hourly estimate to hold the date, with the balance due five full business days prior to the date.** This holding fee is fully returnable if the evaluator is notified five full business days prior to said date that his/her services will not be needed. We do not offer refunds if you are unhappy with the evaluation, report, clinical suggestions or recommendations, settlement conference, deposition or testimony; **we do not offer refunds for any reason.** However, we do have a fee return schedule for evaluations that are suspended before completion.

### **Tiered Approach to Parenting Plan Consults and Custody Evaluations**

*Our unique, tiered approach meets the information and cost needs of every family.*

#### ***Parenting Plan Consults***

##### **The basic interview with parents**

*Expert Advice Consult & Mediation:* This is the briefest of the consults. Parents meet us, describe the child, describe their parenting strengths and limitations as well as practical concerns, explain their initial thoughts about custody and visitation, and share any concerns or uncertainties they are facing in making a decision. We will ask several questions to gather additional relevant information. Focus is on helping parents come to an agreement between themselves. Based on the information presented and our expertise of child development and parenting plans, we will also verbally share our thoughts with the parents regarding what might likely be some good parenting plan arrangements for their child and family unit. (Fee: \$200.00 per hour.)

##### **+ interview with child, and as needed review of school/medical records =**

*Extended Expert Advice Consult:* This consult includes an interview with parents as described in the Expert Advice Consult, and also includes an interview with the child, plus as needed, a review of relevant school and/or medical/psychological records with collateral interviews of professionals. We then verbally share our thoughts with the parents regarding what would likely be some good parenting plan arrangements for their child and family unit. (Fee: \$200.00/hr.)

##### **+ written feedback =**

*Extended Expert Advice Consult/Written:* This consult includes all of the components of the Extended Expert Advice Consult, with written feedback. (Fee: \$200.00 per hour or \$2,500.00 flat fee for family of up to four, whichever is less. Over four: Additional \$400.00 fee for each additional child, spouse, or significant other.)

#### ***Custody Evaluations***

##### **+ observation of parents with child =**

*Evaluation:* This evaluation includes all of the components of the Extended Expert Advice Consult, plus observation of each parent and child together. We will offer a written summary to the parents regarding what would likely be the best possible parenting plan arrangements for their child and family unit. (Fee: \$5,750.00 flat fee for family of up to four. Over four: Additional \$500.00 fee each.)

##### **+ testing battery relevant to parenting plan/custody issues =**

*Evaluation with Testing Battery:* This evaluation includes all of the components of the Evaluation, plus testing of the parents and child. We will offer a written summary to the parents regarding what would likely be the best possible parenting plan arrangements for their child and family unit. (Fee: \$7,750.00 flat fee for a family of up to four. Over four: Additional \$750.00 fee for each additional.)

**+ additional (non school/medical) collateral contact reviews =**

*Extended Evaluation:* This evaluation includes all of the components of the Evaluation with Testing Battery, plus additional collateral contact reviews, such as with caretakers, grandparents, neighbors, etc. We will offer a written summary to the parents regarding what would likely be the best possible parenting plan arrangements for their child and family unit. (Fee: \$8,750.00 flat fee for a family of up to four. Over four: Additional \$500.00 fee for each additional.)

**Participation in settlement conference with parties and attorneys**

*Settlement Conference:* Approximately 95% of all cases settle. After receiving your feedback summary it is most likely you and your spouse will attempt to reach an agreement. Our presence can help speed this process along as we can answer any questions parties or attorneys may have about options being considered, and can participate in brainstorming healthy solutions. (Fee: \$250.00 per hour port to port; we are also happy to host the settlement conference at our office as a neutral ground.)

Custody Evaluation Feedback and End of Contact: We will also provide one 50-minute in-person verbal feedback session, and, should you have further questions later after thinking more about the report, we will provide one additional 20-minute feedback session, either in-person or via telephone; these feedback sessions are included in the flat fees but are billed when we are doing hourly consults. **That will conclude in its entirety the scope of our ability to provide feedback regarding the report.** However, we do agree to be hired to attend settlement conferences, and/or provide deposition or testimony if needed.

Fee Schedule: **We keep our fees very reasonable when compared to usual rates in the field.** (1) See above description of Tiers for fees for each consult/evaluation, and see below Detailed Descriptions for in-depth information on what each Evaluation tier includes. (2) Settlement conference attendance \$250.00 per hour, port to port. (3) Depositions and testimony as fact witness or as expert witness \$350.00 per hour time spent preparing for and giving deposition, port to port. If you are receiving a court-ordered evaluation, depositions and testimony may be part of the services we are asked to provide as part of the evaluation; depositions and testimony may fall under the same court-ordered responsibility for the costs. However, typically it is the party subpoenaing the testimony who pays in full for witness services. Client payment must be in cashier's check. (4) If we are subpoenaed to provide case materials, time for your evaluator to go through the file and pull data is billed at \$200.00 per hour; there is no additional charge per page for copies. However, please note most requests for documents cost between \$100.00 to \$200.00, as it takes 30-60 minutes to go through the file. (5) All other services not covered above, including home visits, letters, email (reading and responding), telephone consultation (with yourself or others), etc., are billed at \$200.00 per hour. Please note you are solely responsible for payment of all collateral contacts we make on your case. (6) Late Fees & Returned Checks: If you do not pay in full on the date services are rendered, 10% of the total original charge past due will be charged one time. Regarding returned check fees, you owe any fees the bank charges us for the bounced check, any fees for time we must spend talking with the bank or yourself to rectify the situation (billed at \$150/hour), plus any late fees that apply. Regarding delinquent accounts, you are responsible for in full and will be charged for in full any and all time we spend trying to collect on the account (billed at \$150/hour), and/or any and all fees of any outside services, such as an attorney or credit collector, hired to collect the debt.

Necessity for Structured Contacts: **In the interests of a balanced evaluation and expediency, during the evaluation your contact with the evaluator is limited to the structured interviews and contacts included in the evaluation. To clarify, you are not to email or phone the evaluator** other than to schedule or cancel appointments, unless the evaluator has specifically asked you to provide information via email or phone (such as an evaluator-initiated follow-up interview or an evaluator-requested email).

Contacting Your Psychologist: While we are usually in the office, we will not answer the telephone when we are with a client. When we are unavailable, our telephone is answered by a receptionist or voicemail. We will make every effort to return your call on the same day you make it, or at least within 24 hours, with the exception of weekends and holidays. **Email is not a secure form of communication and**

**confidentiality cannot be guaranteed.** We will not initiate email contact with you, but we will respond should you choose to email us regarding non-clinical issues such as appointment scheduling. **Faxing is also not a secure form of communication and confidentiality cannot be guaranteed.** You may fax us documents if you wish; our fax machine is in a private room, but the room is not locked. It is important you know the limits to confidentiality when sending faxes, and know that **we do not guarantee confidentiality or security of information sent to us via fax.**

Detailed Descriptions of Components Included & Completion of Custody Evaluations: **Please note that flat-fee evaluations each include a certain amount of data collection, and once these components are done, data collection is complete so that the summary report can be written in a timely manner. Should the parties desire to continue to add data, that data will be collected and incorporated at our hourly fee of \$200.00 per hour.** Parties are advised to check with their attorneys about adding data, as this could delay the report and affect court dates. **Further, we reserve the right to refuse additional data collection at some point in the interest of finishing the summary report.** These boundaries are necessary to avoid unnecessary delays and ensure timely completion of the report. Again, to review from pages 2-3 above, please note below exactly what each evaluation includes in the flat fee:

<u>Evaluation</u>	<u>Evaluation w/ Testing</u>	<u>Extended Evaluation</u>
4 parent interviews (2 each; 1 original and 1 follow up)	+ MMPI-2 each parent	+ 2-3 written <u>or</u> verbal non-professional
2 parent pre-writing final contacts (1 each; via email or phone)	+ PSI each parent	collateral contacts for each parent
1 child interview for each child (and as needed 1 follow up)	+ appropriate child testing (typically 1-2 tests)	(6 max per family)
1 parent-child observation for each parent-child set	+ Rorschach as deemed necessary for child and parents (if additional testing, extra fee)	
2-4 written <u>or</u> verbal professional collateral contacts for each parent (8 maximum per family; 1 must be school; can add non-professionals up to 8.) (home visits extra fee; as deemed necessary) (settlement conference attendance, depositions, and testimony extra)		

**TAPE RECORDING AT ANY TIME BY EITHER PARTY IS NOT ALLOWED.**

Parent Interviews: Initial parent interviews are typically up to 90 minutes in length. **You should be well prepared to discuss your thoughts and concerns. The questions at the end of this document are designed to help you think about what you would like to communicate to the evaluator.** Parent follow-ups are often done via phone and are typically shorter than the initial interview; they are used for the evaluator to ask follow-up questions of each parent once he/she has done initial interviews with both parties, and are done at the discretion of the evaluator, that is, he/she may determine there is not a need for any follow-up questions.

Reasonable steps are taken to minimize distress associated with the evaluation process. Nevertheless, as an examiner and not a therapist, your evaluator must question information you provide, and at times you may feel you are being interrogated rather than interviewed; we apologize for any distress this causes and remind you that this level of follow-up is necessary in a custody evaluation. Your evaluator is a neutral expert and will not presume that you are lying or that you are being truthful, but rather as a forensic psychologist is expected to secure verification of assertions made. Your cooperation will be expected as verifications of assertions made by you are sought.

A final contact is provided so parents have the opportunity to provide any new information that has occurred since their initial interview, as well as to address anything they may have forgot to bring up in their initial interviews. Your evaluator will most often ask that this final pre-writing contact be sent via

email attachment or mail; **pre-writing email attachments are limited to 3-pages single-spaced in 11 or 12 point font. Even if no new information has occurred and there is nothing else you wish to add, you may want to take this opportunity to reiterate your main points to the evaluator.**

Child Interviews: Initial child interviews are typically up to 60 minutes in length; the format will be age-appropriate for your child. **Your child must have already been told that there is going to be a divorce, as we will briefly explain to the child that the evaluator's role is as one of the team of professionals who is helping with the divorce.** We will also explain to the child that while it is important to be open and honest, what he/she says will not be kept confidential. Please do not coach your child to say certain things during the interview; coached children sound coached. Also, coaching tends to make children experience anxiety about the interview as they worry if they will remember what the "right" thing to say is, and coached children often experience anxiety, fear and/or depression after the interview as they question if they "performed correctly" in the interview. ***The best way to prepare your child for the interview is to say: "Mom and dad have a team of professionals that are helping us to make decisions about the divorce; these people have helped lots of families who go through divorce. You are an important part of this family, and so one day you are going to go and talk to one of the people on the team. All you have to do is be honest and say whatever you think or feel, and there are no right or wrong answers."***

Observations: Parent-child observations include the parent and child engaging in one familiar activity for approximately 30 minutes, and engaging in one novel activity for approximately 30 minutes. Both the familiar and novel activity observations take place in one 60 minute session at the evaluator's office. **YOU MUST BRING TO THE OBSERVATION APPOINTMENT A FAMILIAR GAME OR ACTIVITY FOR YOU AND YOUR CHILD TO PLAY.**

Professional Collaterals: Professional collaterals typically include teachers, child-care providers, therapists, MDs, coaches, or law enforcement. The evaluator will make the final decision as to what collaterals to contact for each child, though you should certainly express who you think would be most helpful. Most collateral contacts take place over the phone, and most written collaterals are brief, such as review of school records, a past psychological report, etc. **Please note a written professional collateral cannot exceed 30 pages. If material exceeds 30 pages, you can count it as two or more collaterals depending on length, or you can pay our hourly rate for its inclusion if the evaluator concurs.** We will be happy to help you decide what parts of long documents, such as previous depositions, to include, as well as what professionals to include as collaterals. **While you can pay hourly to include more than 3-4 collaterals, in the interest of expediency the evaluator has the right to cap collaterals at his/her discretion. If the evaluator agrees to the addition, the costs of professional additional collaterals for the child(ren) will be shared among the parties in the same manner that the evaluation as a whole is shared.** That is, if the evaluation is being split 50-50, the parties would split the cost of the additional professional collaterals 50-50, **regardless of who requested the addition.**

Testing: Testing has been chosen in accordance with determining factors that relate to the general psychological health of parents, parenting stresses, parenting alliances and cooperativeness, and the parent-child relationship. On occasions additional testing/evaluation is needed by a specialist in a certain clinical area, for example, if there are likely educational or psychological issues affecting the child that should be taken into account but have not been tested for previously/recently (i.e., learning disabilities, attention-deficit/hyperactivity disorder, depression, anxiety, etc); or for parents if issues of substance abuse, sexual offenses, or diminished mental capacity are raised, these would require additional testing. **Additional testing is added at the discretion of the evaluator, as deemed necessary to sufficiently address the issues raised; parties cannot refuse additional testing deemed so necessary by the evaluator, and the costs of additional testing will be shared among the parties in the same manner that the evaluation as a whole is shared.** That is, if the evaluation is being split 50-50 and one person needs additional testing, the parties would split that testing 50-50, **regardless of the child or parent being tested, and regardless of who raised the issue. Additional testing/evaluation will be done by**

**the custody evaluator if he/she holds expertise in the area raised, or by another Associate at Lepage Associates if another specialty area is needed;** additional testing/evaluation will not be outsourced from Lepage Associates unless the evaluator determines that no one in-house has the specialty needed, as it is much easier to streamline additional testing and share data using this process. **If a substance abuse evaluation is required, this may include a random drug screen, and refusal to submit to the drug screen will result in recommendations being written as if the screen were positive.**

Non-Professional Collaterals: The Extended Evaluation gives parents the opportunity to add up to three additional collateral contacts each that do not fit under the professional label but whom the parent would like contacted. The evaluator will make the final decision as to what additional collaterals to contact for each parent, though you should certainly express who you think would be most helpful. Most non-professional collateral contacts take place over the phone and are brief, between 15-30 minutes. **You can also elect to have a non-professional collateral provide information in writing, but such notes must be typed, cannot be more than three pages in length, and must be notarized and include the following statement: "I fully understand that the information in this letter will not be kept confidential and is being used in a custody evaluation, and that I may be stated as the source of this information."** If material exceeds three pages, you can count it as two or more collaterals depending on length, or you can pay our hourly rate for its inclusion if the evaluator concurs. We will be happy to help you decide what non-professionals, if any, to include as collaterals. **While you can pay hourly to include more than three non-professional collaterals per parent, in the interest of expediency the evaluator has the right to cap collaterals at his/her discretion. Payment for additional non-professional collateral additions is to be paid by whichever parent requested the addition.**

Home Visits: Home visits are sometimes requested by one or both parents, and on rare occasions the evaluator may independently deem home visits necessary. **Home visits are added at the discretion of the evaluator, as he/she deems necessary to sufficiently address the issues; parties cannot refuse announced or unannounced home visits deemed so necessary by the evaluator, and the costs of home visits will be shared among the parties in the same manner that the evaluation as a whole is shared.** That is, if the evaluation is being split 50-50, the parties would split the cost of the home visits 50-50, **regardless of who raised the issue.** In the interest of balance and fairness, if home visits are to occur, the homes of both parents will be visited, and will be either both announced or both unannounced.

Possibility of No Opinion: You should recognize that, though it has not yet occurred, the possibility exists that even after having completed a thorough evaluation of the issues, your evaluator may not be able to offer an opinion with a reasonable degree of professional certainty. **The evaluation is still considered complete once written, even in the absence of specific recommendations.**

Copying and Returning of Materials Provided to Us: **Please do not give us originals of any materials. We do not make copies of materials provided to us for yourself, your attorney, or the other side, and we do not return any materials provided to us.** We are not a photocopy facility; should you desire copies of materials one another provided, you need to get those from each other or from the original source. Our custody report will list the original source of all information so that parties can be clear where to locate information, if parties did not already agree in advance to make copies of materials provided to us for one another as well. If you did not have such an agreement in place and you desire copies, you must go to the original source for this information, or you and the other party could agree to provide to one another's attorneys all information you each provided to your evaluator.

Release of Material and Test Data Generated by Your Evaluator: No material is released without a court order. Unless otherwise instructed by the court, test data will not be released. However, your evaluator can review test data during deposition or testimony, as your evaluator is of course qualified to interpret the data. If the court orders the release of test data, the data will be provided to the attorneys of both parties. Requests take five full business days to process and mail.

Additional Information on Depositions and Testimony: We require a subpoena for deposition and testimony. We will not appear if we have not received a subpoena. We estimate time at court at full days of 8 hours, and time at deposition at ½ or full days, 4 or 8 hours respectively, and will provide an estimate of time to the subpoenaing attorney and party. Additional time will also be estimated and billed to account for preparation and travel. To guarantee availability we require two weeks notice for depositions or testimony; we will make every effort to be available if less than two weeks notice is given, but may have scheduling conflicts with too little notice.

Interim Recommendations: **Typically no advice or recommendations are given until the evaluation is complete.** On rare occasions your evaluator might provide brief, time-limited recommendations to: (1) evaluate the parties' abilities to follow through with the suggestion; (2) evaluate the impact on the child(ren); or (3) provide short-term structure to the family unit while the evaluation is being completed. In the latter case, recommendations given to provide short-term structure should in no way be construed as an expectation of what the final recommendations will be, and give no clue as to what the final recommendations will be; they are simply used in volatile situations in which some structure needs to be imposed immediately to protect the well-being of the child(ren).

Fee Return Schedule: If the evaluation has not commenced at all (no meetings, phone conversations, etc.), and one week's notice is given, the full fee will be returned. If the evaluation has not commenced at all and less than one week's notice is given, the fee will be returned minus \$200.00 per hour for hours that had already been scheduled on the evaluator's calendar. If the evaluation has commenced, the evaluator will determine percent of the work completed, and will return the remaining percent. For example, if the evaluator determined that 40% of the work had been done, then 60% of the fee would be returned.

Out-of-State Options: We will travel out of state to conduct all facets of the evaluation at a rate of \$1,500 per day **additional** to the fees noted (there is not a ½ day option). In addition, fees for out-of-state travel will include: coach class (or above) airfare on an airline of our choice with an itinerary of our choice; car rental of a mid-size car or above of our choice; gas reimbursement; mileage reimbursement if our own car is used for travel; and hotel stays in 4-star or above accommodation of our choice if one is available nearby. We will provide an estimate of the total travel costs and will track our costs; should the costs be less, we will return funds unused, and should the costs be greater, we will require payment immediately upon billing, and will not continue on the case until payment in full is made. Once an airline reservation is made, we will not refund any portion of the airline ticket costs. **We require ½ of the estimate to hold the date(s), with the balance due one week prior to the travel date.** This holding fee is fully returnable if the evaluator is notified two weeks prior to said date that his/her services will not be needed.

Cancellations and Rescheduling: **The full fee is charged for appointments missed and for appointments cancelled less than 72 hours in advance.** However, no charge will be made if (1) you are ill, (2) you have an emergency, (3) driving conditions are hazardous due to inclement weather, or (4) we are able to reschedule you for an alternative time within the same week. In a flat fee evaluation, this means that if you missed or canceled without 72 hours advance, you would be charged an additional \$200.00 per hour for the amount of time that had been scheduled for the missed or canceled appointment.

In Case Of An Emergency: As noted above, **we do not provide emergency services**, and you should: contact your psychiatrist or primary care physician, go to the nearest hospital emergency room and ask to speak with the psychiatrist on call, and/or follow your insurance carrier's emergency procedures.

Confidentiality: **Principles of confidentiality and privilege do not apply within the context of a custody evaluation; the privacy of the information is not protected under federal medical privacy law. There is no confidentiality in a custody evaluation.** Information is subject to re-disclosure by a recipient of such information, and your evaluator will regularly disclose what is said or presented by all parties, collateral contacts, children, etc., when asking follow-up questions of others, and observations and test results will also be disclosed in the report. Information may be disclosed to the court, your

attorney, or the opposing side's attorney during the course of legal action related to the evaluation. **Please note that we do discuss cases internally at Lepage Associates in peer supervision, and by signing you give permission for these discussions.** Information concerning your payments is also not confidential, and both sides can be given a complete accounting of all payments made by both parties and any amounts owed. Also, your evaluator is required by law to report allegations of abuse or neglect, and this reporting must not be interpreted as a display of support for the individual who made the allegations or against the person being accused, or as an indication that the evaluator finds the allegations credible.

Supervision of Children in Waiting Area: Pre-teen children must be supervised by an adult at all times, and are not allowed to be alone in the waiting area. Children ages 13 or older may be unsupervised at the discretion of the parents. **Parents are fully responsible for supervision of their children.**

**Participating and Non-Participating Parents:** In a majority of our cases both parents participate in the process. This lessens conflict and minimizes miscommunication as information flows directly from us to each parent instead of between parents. If you are seeking our services unilaterally, we encourage you to ask the other parent to join into the process. We are happy to speak with that person regarding the benefits of participation. If you are seeking our services unilaterally and the other parent chooses not to join in the process, then we must require that we provide our recommendations to you in writing and not only verbally, to ensure that said recommendations do not get miscommunicated at any time.

**Important Information on Distinguishing Between (1) Considering Possibilities During the Consult and Evaluation Process and (2) Our Final Recommendations:** During the process, we will ask you questions to gather information on your child and family to best reach our final recommendations, and we will brainstorm and explore possibilities with you regarding what options might be in the best interests of your child and family unit. During the process we may review the pros and cons of many options, and we may ask you what options you would be willing to participate in, should they become one of our final recommendations. **It is important that you keep in mind that the discussion of a possible option does not make that option a direct recommendation; we will say directly when an "option" has become a "recommendation" that we think you should employ,** and we will explain why that option has become one of our direct recommendations, as well as why other options do not make our final recommendations.

PLEASE BE SURE TO INITIAL & SIGN PAGES 9-10  
AND FILL IN ALL INFORMATION ON PAGES 11-16.

CONTRACT & INFORMED CONSENT for:

\_\_\_\_\_ & \_\_\_\_\_  
(Print name legibly and % of fee responsibility.) (Print name legibly and % of fee responsibility.)  
***Write beside your name the % you agree to pay of any and all costs associated with the evaluation.***

YOUR INITIALS/SIGNATURES BELOW INDICATE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

**In particular, please note and initial beside the following important statements:**

\_\_\_\_\_ · I understand that this contract is between myself and my evaluator named above; it is not between myself and Lepage Associates.

\_\_\_\_\_ · I consent for my evaluator and his/her assistants to evaluate myself and my child(ren), including, but not limited to, participation in interviews, observation sessions, any and all testing deemed necessary by the evaluator, and any announced or unannounced home visits deemed necessary by the evaluator. Further, if a substance abuse assessment is deemed necessary, I understand that if I refuse to submit to or fail to complete a random drug screening, it will be considered positive.

\_\_\_\_\_ · I have read the information regarding fees and do not have any questions regarding my responsibilities; I agree to pay in full the fees noted in this agreement. I understand that evaluations and any other fees must be paid by cashier's check or money order. I understand that payment of all services is due in full up front, and that services will not begin until payment in full is received.

\_\_\_\_\_ · I understand that in the interests of a balanced evaluation and expediency, during the evaluation my contact with the evaluator is limited to structured interviews/contacts included; I understand that I am not to email or phone the evaluator other than to schedule or cancel appointments.

\_\_\_\_\_ · I understand that if I am receiving a court-ordered evaluation, attendance at settlement conference and/or depositions and testimony may be part of the services my evaluator is asked to provide as part of the evaluation; I understand that these services may fall under the same court-ordered responsibility for the costs, and I agree to pay my portion of these fees in full.

\_\_\_\_\_ · I understand the limitations to what is included in a flat-fee evaluation, and agree to pay the hourly rate for any additional testing and data collection in any form; further, I understand and agree that the evaluator will use his/her discretion to end data collection and complete the report. I also agree payment of additions will be due in advance, split under the same percent schedule as the flat-fee, with the exception of additional non-professional collaterals which will be paid by the party requested them.

\_\_\_\_\_ · I understand that the full fee is charged for missed or cancelled sessions, unless I cancel 72 hours in advance, and I agree to pay the full fee; further, I understand that in a flat fee evaluation, this means that if I missed or canceled without 72 hours advance, I would be charged an additional \$200.00 per hour for the amount of time that had been scheduled for the missed or canceled appointment.

\_\_\_\_\_ · I understand that late fees of 10% of the original charge will be assessed if the account is past due, and I agree to pay these fees in full. Further, should a collection agency or suit be required to collect, I agree to pay 100% of all fees charged by the collection agency, attorneys, and court.

\_\_\_\_\_ · I understand that my evaluator does not offer refunds if I am unhappy with the consult, evaluation, report, clinical suggestions or recommendations, settlement conference, deposition or testimony; I understand that refunds are not offered under any circumstances.

\_\_\_\_\_ · I understand that any holding fees I pay in advance for settlement conference attendance, depositions, or testimony are fully returnable if I notify the evaluator five full business days prior to said date that his/her services will not be needed. Further, I understand that less five full business days' notice will result in no portion of the holding fee being refunded.

\_\_\_\_\_ · I understand that if I cancel the evaluation after payment but before completion, I will only receive back a portion of my payment, based on percent of work that has been completed. Further, I agree to allow the evaluator to make this determination and I agree to accept said determination.

\_\_\_\_\_ · I agree to pay fact witness fees of \$350.00 per hour and expert witness fees of \$350.00 per hour, port to port, in advance, based on an estimate of time for testimony and preparation.

\_\_\_\_\_ · I understand that my evaluator will not respond at all to continued questions regarding a written report after the two feedback sessions.

\_\_\_\_\_ · I understand that there is no confidentiality in a parenting plan consult and custody evaluation; I have read and understand these limitations. Further, I understand that cases are discussed internally at Lepage Associates, and I give permission for these discussions. I also understand that the security and confidentiality of email and faxes is not guaranteed.

\_\_\_\_\_ · I understand that I am not to give my evaluator originals of any written materials, and that they do not make copies of any material for anyone. Further, I understand that any materials provided by me or others will not be returned.

\_\_\_\_\_ · I understand that no materials, to include test data, will be released without a Court order.

\_\_\_\_\_ · I understand that my evaluator and Lepage Associates service providers are not attorneys and have no legal training; nothing in their services, whether written or verbal, constitutes legal advice/information. I understand that their services should in no way be construed as legal services, and they are at no time engaging in the practice of law.

\_\_\_\_\_ · I understand that no written summary or report will be provided to either party until payment in full is made, regardless of which party owes. However, I understand that should I chose to pay the balance, the report will be released, and thus a delinquent party cannot forever hold up the release of the report; the report will be released after full payment regardless of who makes full payment.

\_\_\_\_\_ · I understand that tape recording is not allowed at any time by either party, and I agree not to attempt to record any portions of the consult or evaluation, in person or on the telephone.

Please sign and date below to indicate you have read the preceding information in full, and understand the information. Please ask for clarification of any information you are unclear about. **I have read and understand the Service and Fee Agreement, and I agree to the statements herein.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature) (Printed Name) (Date Signed)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature) (Printed Name) (Date Signed)



**Relationship of Parents of Child(ren) in Question:**

If parents are currently married or were previously married:

Date of Marriage: \_\_\_\_\_ Date of Separation: \_\_\_\_\_ Date of Divorce: \_\_\_\_\_

If parents were never married: Number of years in relationship: \_\_\_\_\_ Month/Year Ended: \_\_\_\_\_

Did you live together? [ ] Yes [ ] No If yes, during what months/years? \_\_\_\_\_

**Please describe any other significant relationships in the life of the child(ren) in question.** For example, relatives who provide regular care or have regular visitation, a boyfriend or girlfriend of the parent(s) who does not live in but spends significant time in the home or with the child, etc.

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**Information Regarding Children:**

CHILDREN FROM THIS MARRIAGE/RELATIONSHIP

\_\_\_\_\_  
1. Name of Child

\_\_\_\_\_  
Date of Birth and Age

\_\_\_\_\_  
School, Preschool or Day Care Provider

\_\_\_\_\_  
Grade (and days at preschool/day care)

Please describe the physical custody arrangement of this child at this time, to include primary or shared residence between parents, visitation, regularity of visitation, etc.

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\_\_\_\_\_  
2. Name of Child

\_\_\_\_\_  
Date of Birth and Age

\_\_\_\_\_  
School, Preschool or Day Care Provider

\_\_\_\_\_  
Grade (and days at preschool/day care)

Please describe the physical custody arrangement of this child at this time, to include primary or shared residence between parents, visitation, regularity of visitation, etc.

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\_\_\_\_\_  
3. Name of Child

\_\_\_\_\_  
Date of Birth and Age

\_\_\_\_\_  
School, Preschool or Day Care Provider

\_\_\_\_\_  
Grade (and days at preschool/day care)

Please describe the physical custody arrangement of the child(ren) at this time, to include primary or shared residence between parents, visitation, regularity of visitation, etc. (Just describe; no opinions here.)

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**Timeline/History of Marriages & Live-In Relationships of Parents of Child(ren) in Question:** (if was a live-in relationship, substitute date moved in/date moved out for date of marriage/date of divorce)

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Parent Name	Married To Whom	Date of Marriage	Date of Divorce
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Parent Name	Married To Whom	Date of Marriage	Date of Divorce
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Parent Name	Married To Whom	Date of Marriage	Date of Divorce
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CHILDREN FROM OTHER PREVIOUS OR CURRENT MARRIAGE/RELATIONSHIP

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1. Name of Child

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Parents of Child

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Where does this child reside?

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Date of Birth and Age

---

2. Name of Child

---

Parents of Child

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Where does this child reside?

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Date of Birth and Age

**Parent Information: Please fill in the following information for YOURSELF only.**

FATHER INFORMATION:

\_\_\_\_\_  
Print Name Legibly

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Mailing Address (Street or P.O. Box)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Cell Telephone Number

\_\_\_\_\_  
Email Address (REQUIRED)

\_\_\_\_\_  
Pager Number

\_\_\_\_\_  
Place of Employment

\_\_\_\_\_  
Work Telephone Number

\_\_\_\_\_  
Current Employer's Address

\_\_\_\_\_  
Number of years with this company

\_\_\_\_\_  
Occupation/Job Title

\_\_\_\_\_  
Current Annual Salary (before taxes)

Briefly list previous employers, job title, and # of years at each job: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did you graduate from high school?  Yes  No      If not, highest grade completed? \_\_\_\_\_

Did you attend technical school?  Yes  No    If yes, did you complete the program?  Yes  No

\_\_\_\_\_  
Name of School, City & State

\_\_\_\_\_  
Type of Certificate & Year Granted

Did you attend college?  Yes  No

If yes, did you earn a degree?  Yes  No

If you attended college, please list with most recent first working backwards:

\_\_\_\_\_  
Name of College, City & State

\_\_\_\_\_  
Degree & Year Granted (include Major)

\_\_\_\_\_  
Name of College, City & State

\_\_\_\_\_  
Degree & Year Granted (include Major)

MOTHER INFORMATION:

\_\_\_\_\_  
Print Name Legibly

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Mailing Address (Street or P.O. Box)

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Cell Telephone Number

\_\_\_\_\_  
Email Address (REQUIRED)

\_\_\_\_\_  
Pager Number

\_\_\_\_\_  
Place of Employment

\_\_\_\_\_  
Work Telephone Number

\_\_\_\_\_  
Current Employer's Address

\_\_\_\_\_  
Number of years with this company

\_\_\_\_\_  
Occupation/Job Title

\_\_\_\_\_  
Current Annual Salary (before taxes)

Briefly list previous employers, job title, and # of years at each job: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did you graduate from high school?  Yes  No      If not, highest grade completed? \_\_\_\_\_

Did you attend technical school?  Yes  No    If yes, did you complete the program?  Yes  No

\_\_\_\_\_  
Name of School, City & State

\_\_\_\_\_  
Type of Certificate & Year Granted

Did you attend college?  Yes  No

If yes, did you earn a degree?  Yes  No

If you attended college, please list with most recent first working backwards:

\_\_\_\_\_  
Name of College, City & State

\_\_\_\_\_  
Degree & Year Granted (include Major)

\_\_\_\_\_  
Name of College, City & State

\_\_\_\_\_  
Degree & Year Granted (include Major)

**Please complete the following sentences regarding a parenting plan:**

1. How do you think the children are doing with the current custody arrangement? Please try to list both pros and cons.

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2. I think that the best parenting plan schedule would be: \_\_\_\_\_

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3. I think this plan would be a good fit for my child(ren)'s developmental age because: \_\_\_\_\_

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4. I think this plan would meet my child(ren)'s physical safety, emotional well-being, and social needs by:

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5. If I couldn't have my ideal arrangement described in #1, an arrangement I could live with would be:

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6. I have the following questions or concerns regarding my child(ren) and a parenting plan:

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**Above questions completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_