



MARRIAGE & FAMILY THERAPY
of WESTERN NEW YORK

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Custody Evaluation Informed Consent and Retainer Agreement

Dear Parents,

Thank you for contacting me regarding your child custody evaluation. This contract will explain my procedures for child custody evaluations referred by the court.

I believe it is in a family's best interests to develop their own postdivorce parenting arrangements, whenever possible. I become part of the process when a family's own attempts to resolve these issues, via mediation or conferences with their attorneys, have reached an impasse. When that occurs, or when the judge orders a child custody evaluation, I am asked to assist the attorneys or the judge in determining the parenting plan that is in your child's best interests. It is my belief, and the research shows, that it is best for children when parents can agree on parenting arrangements, and my evaluations are designed to promote resolution of conflicts in this area.

Evaluation procedures

In order to do a thorough evaluation, I will need to know information about each of you. I will be asking you to fill out a comprehensive form regarding yourself, your perceptions of the other parent, and your children. The evaluation includes appointments with both parents, your children, and perhaps other significant adults in your child's life. The interviews may be individual and/or in any combinations and as often as necessary for the purpose of the evaluation. I might do home visits in your evaluation. In general, I do them when one or more of your children are under the age of six or there are specific issues that can be answered only via the observations of a home visit. (In addition to the time I spend with all of you, I often administer psychological testing and parenting questionnaires as part of my evaluation.) Pursuant to the court order appointing me as your evaluator, I will also ask you to sign a release of information form, which will provide me with access to medical, school, legal, and other professional information. These releases will give permission to others to provide necessary information to me. All of these steps are designed to give me a complete understanding of you and your family.

During the evaluation, it is common for parents to ask me for advice or to give interim recommendations. My purpose during the evaluation is to evaluate. Until I am done, I cannot give advice or provide interim recommendations because I don't have all of the

data regarding your family. On rare occasions I might give a brief, limited, short-term recommendation and then evaluate your ability to follow through with the suggestion or its impact on the children.

I like to inform parents that you are unlikely to know what I am thinking during the course of the evaluation. I discourage parents from reading into my questions, because they are only designed to give me information and not to give parents a sense of what I am likely to recommend. While I generally give no clue what I am thinking during the evaluation, I try to be very clear on my recommendations, and I try to explain why I believe those recommendations are in your child's best interests when the evaluation is over. Please keep in mind that my role is not to support or substantiate either parent's position; conversely, it is not my role to disparage or denigrate either parent.

Additionally, I will be asking many questions and you may feel I am interrogating rather than interviewing you. In order to perform my court-ordered evaluation, I must be an examiner, not a therapist.

Collateral Sources

Many parents ask about my policy regarding collateral contacts. I will generally phone those professionals with whom you have worked, and who can give me necessary information about you or your children. Generally, these collateral sources might include teachers, childcare providers, law enforcement officers, pediatricians and other medical doctors, and therapists. I can also include others as well. If you have been ordered to participate in drug testing or anger management, I will likely be in contact with those sources. It is rare for me to interview all collateral parties that are suggested. I usually phone only those professional collateral sources I believe will add information to my evaluation. If you have one or two collateral sources that you believe are crucial to my evaluation, please let me know. Please note that I inform all collateral sources that the content of all interviews may be included in my written evaluation report, and I may be required to testify about these contacts in court.

It is rare for me to interview friends or relatives, each of whom is often partial to one of the parents. I encourage you to get letters from friends and/or relatives that you believe might have pertinent information. I reserve the right to contact any of those persons if I need clarification of any written information given to me, and your signature below authorizes me to contact any such relevant nonprofessional parties.

Confidentiality

Many parents ask about confidentiality in a child custody evaluation. Quite simply, within the process, there is no confidentiality. I may share information that one parent tells me with the other parents, or ask one of you questions about what I hear from a parent, child, or any collateral source. I may ask your children things that I hear from either of you. I will inform your children that their statements may not be confidential, though I may inform you, your attorneys, and the court if I believe it is in your child's interest to protect that confidentiality. I will inform all collateral witnesses that there is no confidentiality in the process. This protects your due process rights and ensures that I can gather necessary information for my evaluation. It is understood that I will be providing the court and the attorney(s) with a written report of my child custody evaluation. In addition, after I have completed my evaluation report and sent it to the attorneys and the court, my entire file, including all notes, questionnaire findings, and anything else in my file, could be made available to the attorneys and the court upon a legitimate request by any of the parties.

Additionally, please note that New York state law requires reporting to the appropriate agencies where there is reasonable suspicion of child abuse, elder abuse, stated intention to injure another person, and/or imminent danger of harming yourself or inability to care for yourself. Please keep in mind that I do not provide any therapeutic

services other than this court-ordered evaluation, including emergency services, to individuals whom I am evaluating. If an emergency arises, assistance should be sought through the police, the nearest hospital, your attorney, or the Spectrum CARES team (882-4357).

Both attorneys and parents are invited to send me any written materials that they think will be useful. I accept documents only via email and the postal services to the addresses noted in my letterhead, or at regularly scheduled appointments in my office. Please do not give me materials at home visits, and do not make any unscheduled visits to my office in order to deliver documents. Please do not give me originals, and please note that I do not make copies of this material for your attorney or the other side. I must retain any items that are presented to me for my consideration. Also, please note that the court order appointing me as your evaluator requires that copies of any materials sent to me must also be provided to the other parent or his or her legal representative. With that in mind, I will not accept any documents without written assurance that the documents submitted for my review have been provided to the other party.

Fees

My fee for conducting this evaluation is \$3000. This fee covers all interview time, home visits (if there are any), time spent phoning parents and collateral sources and/or reviewing written material, scoring questionnaires, writing the evaluation report and any other time spent in association with the evaluation. All fees are to be paid by the first session of the evaluation unless other arrangements have been made. The percentage of the fee paid by each parent is determined by your court order. Payment must be made by cash, check, or credit card. In the event that I have agreed to partial payment at the start of the evaluation, full payment must be made within two weeks. In the event that full payment is not received by that time, the evaluation process will be halted and will not continue until all fees are paid. In the rare event that I spend significantly more time than anticipated, I will inform you of any further charges. I understand that the fee for this evaluation is to pay for a legal and not a health-related procedure. No claims for health insurance reimbursement will be completed by this evaluator.

My fee does not include court appearances or depositions. If either party wishes me to testify, I require a subpoena for court testimony or deposition. If the testimony will be by phone, my fee for phone testimony is based on \$150 per hour and should be paid a week in advance. If I need to travel for testifying at court or for a deposition, I charge a minimum of \$500 per half day (any amount of time up to three hours) or \$1100 per full day. I charge for travel time to/from the deposition or trial, and time involved in preparation for the deposition or court appearance. I require payment for such appearances at least one week before the court date or deposition. All fees are the responsibility of the party issuing the subpoena. My standard evaluation fee *does* include being available on phone standby for the court at Recommendation Conferences, provided I can make the time available.

At least 24-hour notice is required to cancel or reschedule an appointment without being charged. Without 24-hour notice, the parent who misses the appointment may be billed an additional \$150 per appointment hour. If both parents miss a joint appointment, each will be billed for half the scheduled time. Excessive missed appointments can result in termination of the evaluation with notification to the court of what portion of the evaluation has been completed.

Recommendations

On my custody evaluation form, I will ask each of you how you would suggest settling your dispute with the other parent. It is possible that I might agree with you when I have completed my evaluation. It is also possible that I may disagree with you and

recommend something closer to what the other parent wants. Please be aware that whatever I recommend, it will always be based on my analysis of all the evaluation data and what I believe to be in your child(ren)'s best interests.

In move-away cases, it is important to note that I might not even make a specific recommendation, because relocation issues are driven by legal issues and factors. It is my job to evaluate the family and provide the evaluation data and my analysis of the data to the court. In move-away cases, there are many factors that converge before a decision can be made. I will certainly provide my analysis of the relevant factors that the New York statutory and case law demand, as well as any other relevant factors to be considered. However, it is the judge's job to give weighting to those factors, and in a move-away case, it is often impossible for me to make as clear a recommendation as I might in other custody evaluations. It is not uncommon for me to describe my analysis of all relevant factors and then suggest a set of recommendations based on the potential weighting of the court. As such, if the courts weighs certain factors as more relevant than certain other factors, I might recommend in one direction, but if the court weigh certain other factors as more relevant, I might recommend in the other direction. This ensures that I do my job (i.e., evaluate and analyze data and factor) while encouraging and supporting the judge to do his or her job (i.e., weigh those factors and reach a decision).

At the end of the evaluation process, I will send my written report to the court and to the attorneys. If a parent is self-represented, I will send the report directly to that parent. Following the completion and submission of the report, I can no longer have contact with you. It is unethical of me to perform additional roles with your family after completing my evaluation. I am willing to confer with the attorneys if such a conference is desired by all involved and not objected to by the court. Be aware that the custodial dispute may not be resolved with the issuance of my report, as my report is advisory only and the court is not obligated to accept my recommendations.

If your case does not settle after completion of my report, please note that unless directed otherwise by the court, all items in my case file will be subject to examination by both parties, their attorneys, the attorney for the child(ren), and any expert(s) who may have been retained by counsel for either party. If there is a trial and if you request that I testify, it is important that you understand my obligations as an evaluator and as a testifying expert. I am obligated to maintain my impartiality and openness to new information throughout the course of the evaluation and during the trial. I am prohibited by state rules from having ex parte communications with one side, nor can I help in trial preparation with only one side. Though it is more likely than not that testimony offered by me will explain and be supportive of the contents of my report, no assurances can be made that this will be the case. Regardless of the questions asked, I will, of course, respond honestly. I will not be an advocate for the person who seeks my testimony. I will answer all questions regarding each parent's strengths and weaknesses. All fees for my testimony are directed related to my time in preparation, travel, and testifying, and not for any particular testimony.

Settlement Prior to Conclusion or Early Termination of Evaluation

If at any time during the course of the evaluation parents settle their custody or visitation dispute on their own, or jointly agree, with the court's consent to the early termination of the evaluation, it will be discontinued, and the court will be so notified. If I have been paid a fee that exceeds the time I have spent (billed at \$150 per hour), I will refund any amount due at the end of the month following my receipt of a written statement that the evaluation has been halted. If at any point in the future either parent wishes to resume

the evaluation process, a new evaluation will need to be ordered and new fees will need to be paid.

Consent

By my signature below, I acknowledge that I have been encouraged to review this document with my attorney. I have read and I understand all of the terms within this contract and agree to abide it. I understand that Darci Cramer, Ph.D., is an independent practitioner and that this contract is only with her, not any other entity or individual. I authorize Dr. Cramer to complete the evaluation and provide recommendations to the court.

Signed: _____

Date: _____

Witness: _____

Date:_____

Please make a copy of this contract for your own records!