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STATEMENT OF UNDERSTANDING AND INFORMED ASSENT TO PARTICIPATE IN A PARENTING PLAN AND TIME-SHARING EVALUATION

Case: _____
Petitioner: _____
Respondent: _____
Court & Judicial District: _____
Case No.: _____

Purpose: It is understood that Dr. Evans has been Court appointed to conduct a comprehensive and neutral evaluation as outlined in the order of appointment. It is understood that Dr. Evans will thoroughly investigate the relevant issues in this case. It is understood that regardless of who pays for the evaluation, Dr. Evans is expected to perform the evaluation as though he was employed by the Court. It is understood that an evaluation will be conducted and a written report will be issued to the attorneys who represent the parties, Guardian Ad Litem(s) should they be involved, and only to a litigant should they be pro se but to no other parties unless so ordered. It is understood that recommendations will be made to the Court, but the evaluator is not a decision maker and the role of the evaluator is to provide the Court with a description of facts and circumstances, analysis of the family, hypotheses about the children and parents, and predictions about which parenting plan and time sharing schedule will produce the best outcomes for the children. It is understood that the evaluator generally will express opinions about the ultimate issues in the case, e.g., parenting time, decision making, relocation, etc. It is understood that Dr. Evans will, at times, describe the relative advantages and disadvantages associated with alternative parenting plans and decisions the Court may choose to implement and order. It is understood that the evaluation report will be introduced into evidence should the case proceed to a trial. The Court may then use the report as part of the decision making about parental responsibility and parenting time or other issues. The report will not be released to any other parties unless it is so ordered by the Court.

General Consent to Participate: It is understood that by signing this Statement of Understanding and Informed Assent I am giving consent for myself to participate in the evaluation and for my minor children to participate in the evaluation and the forensic procedures described below.

Forensic Procedures: I understand the procedures for collecting and analyzing information in this evaluation usually include: (1) extensive interviewing of both parents, step-parents or significant others of the parents; (2) interviewing of children; (3) observations of children and parents; (4) psychological testing of all adults in a parental role with the child; (5) psychological testing of the children, as appropriate; (6) asking third parties who know the parents and children to complete questionnaires and/or telephone interviews; (7) reviewing relevant records and documents, e-mails, audio recordings, and other sources of information that Dr. Evans determines to have relevance to the issues in this case.

Video Recording and Privilege: I understand that all interviews with the parents, children, and parent-child observations will be video recorded. I give my consent to the electronic recording of myself and my children. I understand that the electronic recordings will become part of the case file and treated with the same degree of confidentiality and privilege that is accorded to other information collected in this evaluation. I understand that all of the information in the case file is subject to discovery and may be provided to the attorneys in this case and the Court. I understand that no other individual is entitled to the case file and report for this case, other than the attorneys and other party or parties to the litigation, unless the Court so orders it to be released.

Hourly Billing Rate: Forensic psychological services are billed at the rate of \$350 per hour.

Confidentiality: It is understood that there is not a privilege of confidentiality for any party that is a subject of the evaluation or any third party who is interviewed as part of the evaluation. I agree to grant permission to the evaluator to talk to any and all parties about me and my children on the matters before the Court. I acknowledge no privilege of confidentiality exists regarding information that is communicated to the evaluator pertaining to the matters before the Court.

Right to Confer with Attorney: I have a right to confer with my legal counsel at any time during this evaluation.

Evaluation Procedures: I agree to participate in the evaluation procedures and understand that this evaluation does not constitute psychological treatment. Evaluation procedures may consist of the following:

1. Interviews with myself and children, and other family members.
2. Interviews with third parties with relevant information
3. Examination of Court documents, medical records, educational records, employment records, and other pertinent documents.
4. Background investigation
5. Psychological testing of parents and children (children as appropriate)
6. Observation of each parent and child
7. Recording of parties and children

It is understood that all contact is virtual at this time. Interviews are via zoom sessions. Testing is online or via email. There are no home visits.

Third Party Interviews: I understand Dr. Evans will need to interview third parties who have relevant information. Dr. Evans will ask each party to provide a list of third parties/collateral sources that are familiar with the parents and/or children. I give authorization for Dr. Evans to contact third parties about this case, interview them and/or have them complete a questionnaire. I understand this information will be used in a report to the Court. I also understand I will be expected to notify the individuals on my collateral list that Dr. Evans will be contacting them to complete a questionnaire and possibly for a telephone interview. I will inform the collaterals that they have my permission to provide information to Dr. Evans.

Ex Parté Communication with Attorneys or Self-Represented Parties: I understand and my attorney understands that *ex parté* (communication only from one attorney to the evaluator or evaluator to attorney) is not appropriate on any **substantive issues** during the course of the evaluation. Such communications are appropriate for the initial contact with Dr. Evans to determine availability to conduct an evaluation and to ask specific questions about services provided. They also are appropriate when restricted to strictly administrative matters. If written communication is made to Dr. Evans, I understand that the attorney (or self-represented parties) will send a copy to the other party and/or attorney. I understand that after the report for this evaluation is released to the attorneys that the attorneys may confer with Dr. Evans about substantive issues. I understand and my attorney understands that they do not have to provide the other counsel with copies of documents sent to Dr. Evans as forensic data for the evaluation, but at the conclusion of the evaluation and release of the report that the entire case file can be “discoverable” or made available to the attorneys with the exception of psychological test data. In Florida, such data can only be released to another mental health professional licensed under Florida Statute 490.

Cost and Payment for the Evaluation: I understand that the initial retainer for the evaluation will be shared by both XXXXXXX each for a total amount of **\$5,000.00** before the evaluation can commence. **THE \$5,000 RETAINER IS NON-REFUNDABLE.** The reason for this policy is that Dr. Evans may have to decline other cases because of his commitment to complete the evaluation for this case. Dr. Evans charges \$350 per hour against the retainer. Once the retainer is depleted, a second retainer will need to be remitted, and so on. I understand that if the evaluation is terminated for any reason charges accumulated up to the time of termination will be calculated. A \$1,000.00 set-up fee for each parent will be deducted from the retainer along with any accumulated charges; the balance will be refunded. If it becomes necessary for Dr. Evans to obtain the services of an attorney as a result of legal actions I take against him, his corporation or the staff, I agree to pay such legal fees that would be in excess of the professional insurance presently held by him.

Cost of Trial Preparation and Testimony: I understand that if the case goes to trial that the party who requests Dr. Evans to testify will bear the responsibility of the cost. I understand that if I am requesting testimony from Dr. Evans as an expert witness that a subpoena needs to be issued and a fee of **\$2,800.00**, plus travel expenses if any, will be provided by the responsible party prior to the Court day. Exceptions may be made depending on the circumstances of the trial. **I understand the retainer for trial is non-refundable unless the cancellation for appearance is received 72 hours in advance.** Charges are made for pre-trial attorney conferences, preparation for trial, and travel to Court. Travel time is billed from the Clearwater office of Dr. Evans to the Courthouse.

Cost of Providing a Deposition: If a deposition is requested by one party, then a subpoena is required. I understand whichever party issues a subpoena to Dr. Evans is responsible for payment. I understand the fee for participation in a deposition is \$350 per hour, but there is a minimum of four hours that needs to be reserved. Payment must be received one week in advance and 72 hrs. advance notice for cancellation is required. If Dr. Evans is required to travel to the site of the deposition, the party who issues the subpoena for the deposition is responsible for all costs associated with travel from Dr. Evans’ office and this may include travel days and be charged on a daily basis of **\$2,800.00**.

Providing a Photocopy of the File: I understand that if my attorney or myself, acting as my own attorney, requests a copy of the file the cost is \$1.00 per page paid in advance. I further agree to pay a \$50.00 delivery fee for the file to be delivered to my attorney, or myself if I am operating *pro se*. The file will not include test data protocols. These must be released to another mental health professional licensed under Florida Statute 490. In order for the file to be released, both parties must give Dr. Evans written permission to release the file. I also understand if there is an outstanding balance for the evaluation the file will not be made available for reproduction until the balance is paid. If the requesting party wants a copy of the interview videos there is a charge of \$50 to prepare the data on DVDs.

Missed Appointments: I understand there is a 48-hour cancellation policy because appointments are generally made in blocks of time for extended interviewing and testing. If there is a missed appointment or late cancellation, then it is billed at the rate of \$350 hour for the scheduled time.

Interim Recommendations: It is understood that interim recommendations will *not* be offered. For example, if attorneys should request an opinion and recommendations about parenting time arrangements or other issues before all the information is collected and a report issued, Dr. Evans will not offer an opinion or recommendation. To do so would be unethical due to drawing a conclusion before sufficient information is available.

Post-evaluative Developments: It is understood and agreed to that once the final report is delivered to the attorneys in the case or to the litigants in the case, if they are *pro se*, there will be no communication with Dr. Evans or his office staff unless there are errors in the report that require correction.

Drug or Alcohol Evaluation: I understand that if Dr. Evans finds there are sufficient data to suggest an alcohol and drug problem that is relevant to parenting that I agree to undergo an independent evaluation by a mental health professional designated by Dr. Evans. My attorney can also suggest the name of a qualified professional. I understand the evaluator needs to be a licensed mental health professional as well as a certified drug & alcohol evaluator because of the forensic context of the evaluation.

Allegations of Abuse/Neglect: It is understood that Dr. Evans is required by law to report allegations of abuse or neglect. It should not be inferred that Dr. Evans' reporting of such allegations suggests that he believes them to be unquestionably true.

Conflict of Interest Statement: By signing this document I acknowledge that I have not had any personal or business relationship with Dr. Evans. I understand I continue to maintain an attorney-client relationship and, if there is any information I am concerned about revealing, I have the right to discuss this with my attorney prior to discussing it with Dr. Evans.

Signature of Understanding, Assent to Participate, and Release of Information: I have thoroughly reviewed this document. I understand the evaluation will not proceed until both parties have expressed their understanding of and willingness to abide by the policies and procedures set forth in this document.

My signature below indicates that (1) I have received, read, and understood this document; (2) I am assenting to participate in this Parenting Plan and Time-Sharing Evaluation; (3) I will abide by the office procedures described in this document; (4) I am waiving privilege with respect to any information in the

Statement of Understanding and Informed Assent to Participate in a Parenting Plan and Time-sharing Evaluation

file concerning this matter; (5) I acknowledge and agree that all face-to-face contact with Dr. Evans will be recorded, including my children and me; (6) I acknowledge and agree that I will be administered a variety of psychological tests and assessments; (7) I am authorizing the release of information, including the evaluation report, to the attorneys and other parties to whom Dr. Evans has been directed by the Court to release the report.

I understand and agree to the above conditions and stipulations. I understand that this document constitutes a contractual relationship between Robert A. Evans, Ph.D. and me.

Signature (or typed name)

Date

I agree for my children to participate in this evaluation. Below are the names and birth dates of my children who will be actively participating in the evaluation and my signature granting my assent for them to participate in this evaluation.

Child's Name

Date of Birth

Child's Name

Date of Birth

Child's Name

Date of Birth

Child's Name

Date of Birth

Parent's Signature (or typed name)

Date

Parent's Printed Name

Parent's Date of Birth

Home Address (Street, City, State, Zip)

Cell Phone / Home Phone

Email Address

Attorney Name, Phone, and Email Address