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### **INFORMED CONSENT TO PARTICIPATE IN A FORENSIC CHILD CUSTODY EVALUATION**

Listed below are conditions under which I will conduct your child custody evaluation. It is important to remember that in conducting your evaluation, I will be serving the court as an impartial expert, rather than as a family or parent advocate. In order to serve optimally in this capacity, I must be free to avail myself of any and all information that I consider pertinent. In this way, I believe I can best serve the interests of children and parents involved in such conflicts. Accordingly, before agreeing to serve in this capacity, the following conditions must be agreed upon by both parents and both attorneys:

**1. Structure of the evaluation:** I will have available to interview all members of the immediate family -- that is, the mother, father, and children -- for as many interviews (individual and in any combination) as I consider warranted. In addition, I will have the freedom to invite any and all other parties whom I consider possible sources of useful information. Generally, these would include such persons as present or prospective stepparents with whom either parent may be involved, as well as child care providers and teachers. Usually, I do not interview a series of friends and relatives, each of whom may be from the outset, particularly partial to one of the parents (but I reserve the right to interview such parties if I consider it warranted). Additionally, parents shall agree to take any and all psychological tests which I consider warranted. They will also agree to have their children take such tests if I consider them warranted.

A child custody evaluation will usually include: individual interviews with parents and children, psychological testing with parents and children, home visits to each parent's home (with children present), collateral interviews with stepparents or prospective stepparents, collateral interviews with professionals who have had contact with the family (i.e., mental health professionals, teachers, licensed child care providers) and a detailed written report.

Psychological tests utilized in the child custody evaluation were not developed specifically for the evaluation of parenting, but rather, such tests provide information about personality styles and characteristics that can generate hypotheses about parenting skills, that may then be examined in light of information from other sources.

Psychological tests results are also used to either confirm or disconfirm information from other data sources.

**2. Drug or Alcohol Testing:** If the evaluator feels that drug testing is indicated, the parties agree to cooperate with requests to submit to tests for the use of drugs and alcohol. These may include reporting to an independent laboratory to provide samples of blood, urine, or hair. The parties will be responsible for the payment of such tests.

**3. Confidentiality:** Principles of confidentiality and privilege do not apply within the context of an assessment such as the one being conducted. All parties understand that any information or documents obtained by the evaluator are not held confidential, as it is available to the court and to both attorneys. In order to allow me the freedom of inquiry necessary for optimally serving families involved in custody disputes, the parents shall agree to a modification of the traditional rules of confidentiality. Specifically, I must be given the freedom to reveal to one party what has been told to me by the other (at my discretion), so that I will have full opportunity to explore all pertinent points with both parties. This does not mean that I will not respect certain privacies or that I will automatically reveal all information provided me, but only that I reserve the right to make such revelations if I consider them warranted for the purpose of collecting the most meaningful data. In addition, certain limitations to confidentiality will apply according to California State Law, in which the psychologist has a duty to report information concerning child abuse, which includes sexual abuse, physical abuse, and neglect.

**4. Releases of information:** The parties shall agree to sign any and all releases necessary for me to obtain reports from others, e.g. previous or present psychotherapists, teachers, school officials, psychiatric hospitals, etc.

**5. Fees:** My fee for conducting a child custody evaluation is billed at \$325.00 per hour. This not only includes time spent in interviewing and psychological testing, but in test scoring and interpretation, document review, report preparation and dictation, report typing pertinent telephone conversations, home visits, and any other time expended in association with the evaluation. Travel time involved in making home visits is billed at the rate of \$225.00 per hour or portion thereof. My fees for conducting a child custody evaluation are listed below. Prior to the initial interviews, the payer(s) will advance me a retainer according the following schedule:

Retainer fee for evaluation involving one child:	\$11,200.00
Retainer fee for evaluation involving two children:	\$12,000.00
Retainer fee for evaluation involving three children:	\$12,800.00
Retainer fee for evaluation involving four children:	\$13,600.00
Additional charge for each stepparent/significant other:	\$475.00 (add to retainer fee)

The above retainer fees will usually cover the cost of the entire evaluation, with a few exceptions. Additional fees will be billed if I have to travel outside of Sonoma County for a home visit, or if I am asked to review an unusually large volume of documents. Extra fees may also be charged if I need to conduct more evaluation sessions than would

typically be the case in a standard child custody evaluation. For example, this might arise when I am asked to examine complex issues such as allegations of sexual or physical abuse, or domestic violence. You would be notified of such additional charges at the end of the evaluation meetings. Any additional fees are due at the end of the evaluation process, and need to be paid prior to my completing a final written report.

**6. Appointment Cancellations:** Appointments must be canceled 48 hours in advance. Cancellations less than 48 hours in advance will be billed to the person who failed to keep the appointment, except for the circumstance of an unexpected illness.

**7. Written report:** The final report will be simultaneously sent to the Superior Court, the attorney for each parent, and to the Superior Court Family Mediation Services. When a guardian ad litem has been appointed by the court, he or she will also be sent a copy of the report.

**8. Documents submitted for review:** Both attorneys are invited to send me any material that they consider pertinent to the custody dispute. Such materials might include copies of court pleadings and orders, declarations, Family Court Services reports, or a summary of the case. However, copies of any information provided to me must also be submitted to the opposing attorney for review. Any documents submitted must be accompanied by a cover letter listing the name of each document, and indicate that such materials have also been sent to the opposing attorney or other parent. **Also, documents submitted for review should be provided as hard copies in paper form, and not submitted electronically.**

**9. Settlement conference attendance and maintenance of evaluator's neutrality:** Following submission of my report, I generally refrain from any future communication with either parent separately, or any other party involved in the evaluation. However, I am willing to discuss any aspect of my report with both attorneys (and the two parties if they so choose) at the same time. Such communication may occur any time following the submission of my report. This practice enables me to continue to provide input to the attorneys regarding what I consider to be in the children's best interests. Thus, in order to preserve my status as an impartial evaluator, any information I provide either parent or attorney is only done under circumstances in which the other is invited to participate.

I am also available to discuss the recommendations at a settlement conference at the Superior Court. My fee for attending a settlement conference is \$975.00 (this fee includes 2 hours of meeting and travel time, and 1 hour of file review prior to the conference). This fee is not part of the initial evaluation retainer fee. The fee for my participation in such conferences will need to be paid one week prior to my attendance, and I should receive at least 2 weeks advance notice of the settlement conference date by the attorneys'. Thus, when I am requested to be in attendance at a settlement conference, I will notify the attorneys' of the required retainer fee at that time. If I have been asked to reserve time in my schedule for a settlement conference, in the situation of a cancellation of the conference, fees will only be reimbursed if I have received a cancellation notice of at least 2 business days prior to the settlement conference.

**Conducting the evaluation in the manner described creates the optimum conditions for providing the court with a thorough and objective recommendation.**

**10. Court appearances and depositions:** My fee for depositions and court appearances is \$400.00 per hour, which includes travel time and waiting time prior to offering testimony. Preparation prior to offering testimony is billed at the rate of \$325.00 per hour. Court appearances or depositions are billed at a minimum half-day rate of \$2575.00 (which consists of \$1600.00 for a half-day of time and \$975.00 for 3 hours of file review prior to testifying). If I am asked to offer expert testimony either at a deposition or in court, I expect that my fee will be paid at least one week before my testimony. I will bill for any additional charges (such as if I am asked to remain for another half-day of testimony), and expect that any outstanding fees will be paid within 7 days. If I am asked to reserve time in my schedule for either a deposition or court appearance, I must receive a cancellation notice at least 72 hours (3 business days) in advance in order for my reserved time not to be billed to the responsible party. Such a policy is necessary, as I am typically canceling ongoing psychotherapy clients or other evaluations in order to make myself available for expert witness testimony.

**11. Beginning the evaluation:** To begin the evaluation, I will need to receive signed statements (see Page 5) from both parents signifying agreement to the conditions of the evaluation, the full retainer fee, and a signed court order from the presiding judge specifically naming me as the court-appointed psychologist. On receipt of these items, I will notify both parents that I am available to proceed with the evaluation as promptly as possible. I generally can complete an evaluation (including meetings and a written report) within a 10-week period, but this depends upon the party's flexibility with respect to making themselves available for the appointments I offer.

**12. Subpoena of evaluator's records:** In the event that either party subpoenas records in connection with this case, Dr. Pickar will charge for his time in responding to the subpoena at the same hourly rate charged for conducting the child custody evaluation. Such fees will be payable solely by the subpoenaing party. Depending upon the volume of records requested, Dr. Pickar reserves the right to request and obtain a retainer deposit to cover the estimated fees to be incurred in producing the records.

Please feel free to ask me any questions you might have regarding the aforementioned conditions (phone: 566-0296).

