

Comprehensive Child Custody Evaluations are designed to provide data on broadly based questions about general family functioning and parenting capacity. A Child Custody Evaluation produces a comprehensive Report and Parenting Plan recommendations.

*Structure of the Evaluation:* The specific methods employed in a Child Custody Evaluation may depend upon the referral from the Court or Attorneys. Some of the following techniques may be utilized in completing these assessments: individual interviews with parents; individual interviews with children; parent-child observations in the office or in the home; collateral interviews with professionals who have had contact with the family (i.e., a Guardian Ad Litem, physicians, mental health professionals, teachers, child care providers); collateral interviews with step-parents or other individuals who spend significant amounts of time with the children; and relevant review of records.

Please inform your collateral contacts that you are undergoing an evaluation and that the Evaluator **may** be contacting them. Ask their permission to be contacted before placing them on your list. Give them your permission to speak with the Evaluator and relay information that they believe to be true and in the best interest of the child(ren). If there are issues raised during the evaluation concerning a collateral's interaction with the children, I may ask that individual to consent to be evaluated along with the parties in the case. If step-children or half-siblings will be interviewed, I must have a signed consent for their participation from both legal custodial parents.

The Evaluator will not accept information from either parent through telephone calls or telephone messages. The Evaluator will not respond to emails. All communications must be in written format delivered to the Evaluator's office.

In some instances, various psychological testing of a parent may be utilized if there is a specific issue about parental psychological stability. Also, psychological testing of a child may be utilized if determined to be appropriate or necessary by the Evaluator.

Listed below are the 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 the children and parents involved in the evaluation process.

I will not be able to provide you with therapy or advice or intervene in personal crises or conflicts during the evaluation unless Ordered by the Court to do so. If there is a life-threatening emergency during the evaluation process, you should go to the nearest hospital emergency room or call 911.

Before agreeing to undergo this evaluation, the following conditions must be agreed upon by both parents and counsel of record.

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*Initial*

1. *Alcohol or Drug Testing:* If the Evaluator believes that alcohol or drug testing is appropriate, you agree to cooperate with requests to submit tests for the use of alcohol and drugs. These may include reporting to an independent laboratory to provide samples of blood, urine or hair. You will be solely responsible for the payment of all costs associated with such tests.

2. *Confidentiality:* Principles of confidentiality and privilege *do not* apply within the context of a Court-Ordered Child Custody Evaluation. All participants understand that all information or documents obtained by the Evaluator are *not* held confidential, as they are available to the Court and both attorneys. In order to allow me the freedom of inquiry necessary for optimally performing the evaluation, the parents 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 the full opportunity to explore all pertinent issues with both parties. This does not mean that I will not respect certain privacies or that I will automatically reveal all

information provided to 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 Kentucky law, in which a psychologist has the duty to report information concerning the abuse of a child or adult including sexual abuse, physical abuse and neglect.

3. *Releases of Information:* You must agree to sign any and all Releases necessary for me to obtain reports from others (e.g., attorneys, a Guardian Ad Litem, collateral contacts, medical professionals, previous or present psychotherapists, teachers, school officials, etc.). There will be no *ex parte* communications with the attorneys during the active order for the evaluation. If it becomes necessary for an attorney to communicate with the Evaluator, this must be done via a conference call with both attorneys or in writing.

4. *Fees:* The cost of a Child Custody Evaluation is \$5,000.00. This amount is non-refundable. Prior to the initial interviews, the payer(s) will advance me the full fee in cash or secured funds (no personal checks will be accepted). An Evaluation typically involves in excess of 20 hours of clinical contact. This not only includes time spent in interviewing and psychological testing, but in test scoring and interpretation, document review, report preparation and dictation, pertinent telephone conversations, home visits, and any other time expended in association with the Evaluation. Travel time involved in making home visits is an additional fee billed at the rate of \$100.00 per hour or portion thereof. This payment is non-refundable.

Additional fees may be billed if I have to travel outside of Jefferson County for a home visit, or if I am asked to interview an unusually large number of people or review an unusually large volume of documents. Extra fees may also be charged if I need to conduct more Evaluation sessions than were originally anticipated. You will be notified of such additional charges at the end of the Evaluation meetings. Any additional fees are due at the end of the Evaluation, and must be paid prior to my completing a final written report.

5. *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 at a rate of \$200.00 per hour reserved for the appointment. This fee is non-refundable.

Initial

6. *Written Report:* The final report will be simultaneously sent to the Court and the attorney for each parent (or directly to the parent if they are pro se). When a Guardian Ad Litem has been appointed by the Court, he or she will also be sent a copy of the report. Recommendations are not a final judgment on your case. Often, the recommendations from the Evaluator serve as a starting point for negotiations between the parties to reach a settlement. If a settlement is not reached, the Judge makes final decisions in the best interest of the child(ren).

7. *Mediation Attendance and Maintenance of Evaluator's Neutrality:* Following submission of my Report, I refrain from any further communication with either parent separately, or any other party involved in the evaluation. However, I am willing to discuss all aspects of my report with both attorneys (and the 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 best interest of the children. 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. My fee for this communication is billed at \$200.00 per hour.

I am also available to discuss the recommendations during mediation. My fee for participating in mediation is \$250.00 per hour (this fee includes travel time, and one (1) hour of file review prior to the mediation). This fee is not part of the initial Retainer Fee. The fee for my participation in such will need to be paid at the conclusion of the mediation. If I have been asked to reserve time in my schedule for mediation, in the situation of a cancellation of the mediation, fees will only be reimbursed if I have received a cancellation notice of at least two (2) business days prior to the mediation.

8. *Court Appearances and Depositions:* My fee for depositions and Court appearances is \$350.00 per hour, which includes travel time and waiting time prior to testifying. Preparation prior to offering testimony is billed at the rate of \$175.00 per hour. Court appearances or depositions are billed at a minimum half-day rate of \$1,750.00 (which consists of \$1,400.00 for a half-day of time and \$350.00 for two (2) hours of file review prior to testifying). If I am asked to offer expert testimony either at a deposition or in Court, my fee must 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 seven (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 noticing 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.

9. *Beginning of the Evaluation:* To begin the Evaluation, I will need to receive this signed Informed Consent from both parents with all pages initialed where indicated, signed statements (see page 6) from both parents signifying agreement to the conditions of the Evaluation, the full Retainer Fee, and a signed Court Order specifically naming me as the Court-Appointed Evaluator. **The Court order must also include a well-defined or specific referral question(s) for the Child Custody Evaluation.** On receipt of these items, I will notify both parents or counsel of record that I am available to proceed with the Evaluation. I aim to complete an assessment in a timely manner, but this depends upon the party's flexibility with respect to making themselves available for the appointments I offer.

\_\_\_\_\_  
*Initial*

10. *Duty to Report Abuse or Neglect:* Kentucky law requires that I report all abuse of a child or adult including sexual abuse, physical abuse or neglect to Child Protective Services (“CPS”) or Adult Protective Services (“APS”), respectively. Please understand that this is a subjective decision within my sole discretion.

11. *Suicidal or Homicidal Thoughts, Intent or Plan:* If I become aware that anyone involved in the Evaluation is experiencing suicidal or homicidal thoughts, has intent to commit suicide or homicide, or has a plan to carry out a suicide or homicide, Kentucky law requires that I assure the individual is transported to a safe place, all involved parties are informed and local law enforcement is notified.

12. *Subpoena of Records:* In the event that either party subpoena records in connection with this case, I will charge for my time in responding to the subpoena at a rate of \$175 per hour and a copying cost of fifteen (15) cents per page. Such fees will be payable solely by the subpoenaing party. Depending upon the volume of records requested, I reserve the right to request a retainer deposit to cover the estimated fee to be incurred in copying the records.

**Please feel free to ask me any questions you might have regarding the aforementioned conditions (502 807.5453).**

AGREEMENT TO PARTICIPATE IN A CHILD CUSTODY EVALUATION

To begin the assessment process, I will need the following signed statement from both parties returned to me, as well as be in receipt of the Court Order and non-refundable Retainer Fee of \$5,000.00. Your signature below indicates that: (1) you have received, read, understood and will abide by my office policies and Evaluation procedures set forth herein; (2) you are waiving any privilege with respect to any information in my file concerning this matter; and, (3) you are authorizing the Release by me of information, including my Report, to the Court, attorneys and other parties to which I have been directed to release the Report by the Court.

I have read Dr. Voor’s document entitled “Informed Consent to Participate in a Child Custody Evaluation,” discussed the provisions with my attorney, agree to the conditions stated therein, and would like to proceed with the Evaluation. I agree to pay \_\_\_\_\_% of the retainer fee\* and \_\_\_\_\_% of any remaining fees.

*Amount Enclosed:* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
*Client’s Name* *Client’s Signature*

\_\_\_\_\_  
*Telephone Number(s)* *Email*

*Please return this page with retainer fee to:*  
*Shannon S. Voor, Ph.D., 120 Sears Avenue, Suite 201, Louisville, KY 40207*

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*Initial*