

B. KERRY BROWN | LCSW

PSYCHOTHERAPIST | PARENTING COORDINATOR | MEDIATOR

RESOLVE. RENEW. REBUILD.

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AGREEMENT AND CONTRACT TO ENGAGE IN PARENTING PLAN EVALUATION/SOCIAL INVESTIGATION & STUDY

This document contains information on the Parenting Plan Evaluation or Social Investigation & Study process I have been retained to conduct upon order of the Court, or upon stipulation of both parties and their attorneys, and ratified by the Court. As a Psychotherapist licensed under Florida Statutes 491, I am trained, experienced and legally qualified to conduct the services described below. I will in no way provide any form of clinical diagnosis or psychotherapeutic treatment as a part of this process. Should you feel there is a need for such services, you agree to seek professional assistance from an appropriately trained clinician other than myself.

Guidelines to be reviewed and agreed upon before this process commences include the following:

- 1. Investigator's Role:** By remaining impartial and neutral, I will endeavor to analyze and assess the many individual and family factors impacting child development and assist the court in making a decision in the very best interest of your child(ren). My purpose is to evaluate the psychological, developmental and emotional needs of each child, the parenting capacity of each prospective custodian, and the functional ability of each parent to meet the complicated needs of each child. The wishes of your child(ren), where appropriate, will also be considered. I will give each parent ample opportunity to contribute pertinent information, communicate any concerns, and demonstrate the nature of your relationship with your child(ren). I will also consider your current living, financial, employment, health, and other circumstances, as well as speak with any collateral contact(s) you believe would be helpful to my Investigation. At the conclusion of this process, I will prepare a written report for you and your respective attorneys outlining my findings and the rationale for any professional recommendations given. My Investigation will be conducted to the highest professional and ethical standards, and will be free from discriminatory bias based upon age, gender, race, ethnicity, national origin, religion, disability, language, culture or socioeconomic status.
- 2. Multiple Relationships:** As is expected by professional standards, I will not conduct a Child Parenting Plan Evaluation or Social Investigation & Study for any current or former patient(s), or any person(s) with whom a previous professional or personal relationship exists. If I become aware of such a previous relationship during the course of the Investigation, I will inform the court and respective attorneys of my professional obligation to withdraw, if appropriate, and will refund any unused retainer to the appropriate parties.
- 3. Pre-Investigation Communications:** Previous to engaging my services as a Parenting Plan Evaluator or Social Investigation and Home Study Investigator, I will gladly discuss and clarify any information contained in this Agreement, or discuss any concerns regarding the *process* of the Evaluation/Investigation. Also, as discussed in #4 below, I will discuss any concerns regarding safety, domestic violence or potential abuse issues with either party. I will *not* discuss with either party or either party's legal counsel any matters pertaining to the Evaluation/Investigation itself, nor any particulars of the case itself, other than to request or clarify information needed to commence or proceed with the Evaluation/Investigation. This ensures my neutrality and avoids any perception of bias on my part.
- 4. Safety:** You agree that if there has been any violence or domestic abuse in your relationship, or any current viable threat to you, your child(ren), or any other party to the Evaluation/Investigation which may limit your ability to effectively participate in this process, you will report this to me. You may inform me either directly during any individual session or visit, or confidentially via my personal mobile telephone/voicemail (813.361.7575) or via email (BKerryBrown@gmail.com). You further agree to notify your respective attorney of any concerns you may have in this regard.
- 5. Mandatory Reporting:** You understand and agree that, by law, when information concerning child abuse or neglect; abuse, neglect or exploitation of a disabled adult or elderly person; or the serious threatened harm to anyone comes to my attention during the course of this Investigation, I *must* notify the appropriate

authorities or potential victim, if any, and not adhere to the confidentiality restrictions normally engaged during the course of such an Evaluation/Investigation.

6. Independent Legal Counsel: You are encouraged to avail yourselves of legal counsel if you so desire. You have the right to retain a separate and independent attorney of your own choosing to advise you of your legal rights and responsibilities before and during this legal proceeding. You are encouraged to talk openly with your attorney throughout the entire evaluation/investigation process. However, correspondence between myself and respective attorneys *during the course of this Evaluation/Investigation* will be prohibited except in extreme circumstances, and only when the opposing attorney is included in any/all phone or email contacts. You understand that I will not provide any legal services or advice. *Please complete the following in regards to your attorney:*

Participant name

Attorney's Name

Attorney's Phone Number

Attorney's Address

7. Court Appearances: I am available to testify as a witness in this litigation or legal proceeding at the conclusion of the Evaluation/Investigation, once my final report or evaluation product has been submitted to the Court. Should any signatory of this agreement seek to retain me to testify or provide any information in a court proceeding or deposition, you agree in advance that this person will compensate me, at the rate of \$300/hour, for any and all time expended in response to the request for testimony or subpoena of information, including preparation and court time, document review and phone calls, all travel time (portal to portal), including all time expended in invoicing, correspondence, etc., plus the cost of all legal services which I may employ to defend the integrity of this Evaluation/Investigation, if necessary. If requested to testify by the Court or any party to this Court-ordered Evaluation/Investigation, you authorize me to testify to the Court regarding any and all specifics contained within my final report or the process of reaching my conclusions or recommendations. You also agree to pay my normal compensation fee of \$300/hour, which shall include any and all time expended in the course of any and all court appearances, whether during or after the completion of my final report. You also understand and agree that any Court appearance will require an additional retainer of \$2000.00 by the requesting party before I will appear to testify. If additional time not covered by this retainer is required in the course of any court appearance, you agree to compensate me for all additional time expended, at my normal fee of \$300/hour, upon presentation of a final invoice. If both parties request my presence in court, the retainer fee and any additional fees can be split according to agreement between the parties, or as ordered by the Court. As preparation and case review begins immediately upon notification that court appearance is required, the \$2000 additional retainer is non-refundable if the case settles or my testimony is no longer required.

8. Subpoena or Demand for Documents: You have been clearly informed, and fully agree, that the sole product of this Evaluation/Investigation shall be a summary document or final report that will be submitted to the Court and both parties and attorneys upon completion of this Evaluation/Investigation. You further agree that all personal notes, phone records, emails, correspondence, interview records, travel logs, and any/all other documentation used in the course of the Evaluation/Investigation, or in the completion of the final report, **shall not be produced, subpoenaed, or become in any other way discoverable by either party for any reason. All such documents shall remain the private possession and purview of the Evaluator/Investigator, and will not be made available to any 3rd party to evaluate the final product of this Evaluation/Investigation, nor used to examine or cross-examine this Evaluator/Investigator during any deposition or court appearance or investigation by any investigative body.**

9. Fees: My fee for Parenting Plan Evaluations or Social Investigations is one hundred fifty dollars (\$150) per hour, billable per each five (5) minute increment, payable via cash, check, cashiers check or credit card. This rate shall apply to all time required for interviews, travel, home studies, phone calls, emails, discussions with collateral contacts, reading any pertinent documentation, attorney conferences, preparation of final summary and recommendations, and any other time spent on your behalf. Typically, a *minimum* of twenty (20) to thirty (30) hours is required to successfully complete an Evaluation/Investigation and compile a summary report. Depending on the complexity of the case, much more time may be required to thoroughly complete the Evaluation/Investigation. As such, a **retainer of \$4000.00** is required before the Investigation is begun. This deposit can be paid by including a check with this signed agreement, by calling my office and making a credit card payment, or by personally delivering a cash deposit to my office. **Once the Evaluation/Investigation officially begins, this retainer becomes non-refundable.** If more time is required, you agree to pay an

additional retainer upon request. You will be supplied an accounting of hours accrued at the completion of the Evaluation/Investigation.

Each party shall share in the payment for investigation services according to the following percentages:

Name: _____ Percentage of Fee: _____ %

Name: _____ Percentage of Fee: _____ %

10. Full Disclosure: You agree to cooperate fully with all requests for documentation or records, and to fully disclose all relevant information, as requested throughout the course of the Investigation. If you have any reason to doubt the honesty, accuracy or completeness of the opposing party’s disclosure of any relevant information, it is agreed that you will inform your attorney and me as soon as such concern arises. Florida law requires the completion of a Family Law Financial Affidavit by each party in any divorce proceeding. Please make arrangements to complete the proper form and make it available when requested.

11. Cancellation Policy: During the course of this Evaluation/Investigation, time will be coordinated with and reserved for you, or on your behalf. My full hourly fee of \$150.00/hour will be charged for all appointments that are not cancelled or rescheduled at least 24 hours in advance. This includes missed office visits, phone appointments, home visits, and interviews scheduled with you, with collateral contacts, or on your behalf.

12. Expected time frames: You can expect a minimum time period of three (3) to six (6) months in order to fully investigate your case and compile a summary document for the Court. In rare circumstances, less time may be required. Often, due to the complexity of a particular case, the degree of cooperation by all parties and collateral contacts, the amount of physical documentation presented for review, travel requirements and other factors, much more time may be required in order to conduct a thorough and professional Evaluation/Investigation.

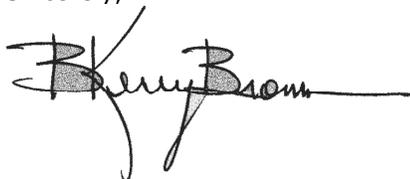
13. Psychological Evaluation: During the course of this Evaluation/Investigation, I will not give an opinion about the psychological functioning of any individual, or clinically diagnose any individual, without a professionally conducted psychological evaluation. If I become concerned about the psychological or emotional functioning of any individual, and have not received a psychological evaluation for that individual, I may request that the Court order such an evaluation by a qualified professional before I can complete my Evaluation/Investigation. If such an evaluation is not ordered by the Court, or is otherwise unavailable, I may include a statement of my concerns in my written summary.

14. Informed Consent: You understand that in a Parenting Plan Evaluation or Social Investigation, there ***is no implied or actual assumption of confidentiality*** regarding any information disclosed. By consenting to this Evaluation/Investigation, you are consenting to disclosure of my findings to the Court and opposing counsel. By your signature, you consent to waive any assumption of confidentiality, whether during the Evaluation/Investigation itself, in the submission of a written summary of findings, or in any litigation process to follow. Your signature also gives your consent to allow me to contact any and all collateral contacts listed on your Collateral Contact List, and to be allowed full and complete access to any and all records, including legal, financial, school, medical, mental health and all such related records for yourself and any and all minor child(ren) involved in this Evaluation/Investigation.

This document is a legal contract. Your signature, voluntarily given without attorney review of this document, does not invalidate any term or condition of this contract. If you wish to have your attorney review this document before giving your signature, please do so immediately. Once your signature has been given and your portion of the \$4000 retainer fee paid, this contract is legally binding, and the Evaluation/Investigation will officially commence. If each term of this contract has been discussed to your satisfaction, if all questions and concerns have been addressed, and if this contract accurately reflects your agreement to engage my services as described above, please print and sign your name in the spaces indicated below.

I look forward to serving both parties in the best interests of your mutual child(ren).

Sincerely,



B. Kerry Brown | LCSW
Licensed Psychotherapist
Qualified Parenting Coordinator
Certified Family Law Mediator
Parenting Plan Evaluator

Participant Name (Please print legibly)

____ / ____ / ____
DATE

Participant Signature

(____) _____
Contact Phone Number(s)