

LINDA S. SMITH, PH.D., LLC

**1261 Post Rd., Suite 203
Fairfield, CT 06824**

**Ph: (203) 255-0325
Fax: (203) 721-6103**

**CUSTODY/FORENSIC PSYCHOLOGICAL EVALUATION INFORMED
CONSENT & FEE AGREEMENT**

Dr. Smith will conduct a comprehensive custody/forensic psychological evaluation. As part of this evaluation, she will be collecting data from multiple sources of information in order to help her write a report for the Court that will be useful in resolving the custody and/or visitation matters before the Court. Your evaluation will be slotted into Dr. Smith's schedule after both parties have returned their signed contract and retainer payment. Dr. Smith cannot assign a guaranteed start date until that time.

A typical evaluation generally lasts between 30 and 50 hours. However, evaluations may take less or more time depending on the circumstances involved in the case. Generally, parents and children will be interviewed multiple times. Interviews with parents generally last 2-3 hours, while interviews with children generally last approximately 1 hour. Again, this can vary on a case-to-case basis. Dr. Smith will try to complete the evaluation in a timely manner. In general, your cooperation with scheduling, organized submissions of records, and easy access to collateral sources of information greatly assist in keeping the evaluation moving forward. If there are any obstacles within these domains, it may slow down the evaluation process. Furthermore, since Dr. Smith has a forensic psychology practice, she may have interruptions and delays in her schedule due to unplanned testimony appearances, emergency situations, etc. This may negatively impact upon the evaluation schedule.

Evaluation Procedures

In order to do a thorough evaluation, Dr. Smith will need to know information about each of you and your children. The interviews may be individual and/or in any combination and as often as necessary for the purposes of the evaluation. Dr. Smith may conduct home visits in your evaluation. Observations of you and your children together at Dr. Smith's office and/or at your homes may be a component of the evaluation. Dr. Smith may request alcohol and/or drug testing.

In addition to the time that Dr. Smith will spend with all of you, she often administers psychological testing and questionnaires as part of her evaluation. She will also ask you to sign a release of information form which will provide her with access to medical, school, legal and other professional information. These releases will give permission to others to provide necessary information to Dr. Smith and for Dr. Smith to provide information to others. All of these steps are designed to give Dr. Smith a complete understanding of you and your family.

Collateral Sources

Collateral sources are people who may be able to provide Dr. Smith with meaningful information about you and/or your family. Dr. Smith will ask you for a list of potential collateral sources. She will select from this list, individuals whom she will interview as part of this evaluation process. Dr. Smith may not interview all of the individuals that you would like her to interview. She may request to speak to other

individuals not on the list. She may also interview individuals that you would prefer her to not interview. This is an evaluation, and data collection is imperative. Dr. Smith is the sole decision maker of who is contacted as a collateral source of information. This decision is within her professional discretion. If any information is provided to Dr. Smith in written format (e.g., letter of reference), Dr. Smith may contact any of those persons if she needs clarification of any written information given to her. Furthermore, your signature below authorizes her to contact any such relevant nonprofessional parties such as family members.

Dr. Smith will generally phone those professionals with whom you and/or your children have worked and who can give her necessary information about you or your children. Generally these collateral sources might include teachers, childcare providers, law enforcement officers, pediatricians and other medical providers, and therapists. This also includes the Guardian ad Litem, if there is one. Dr. Smith may also ask for records from the aforementioned sources, as well as other sources. There is no confidentiality or privilege attached to any records or information that are received. With respect to drug testing, if Dr. Smith believes lab work is a necessary procedure for her data collection, she will request such and make a referral for you to have the testing completed with the results forwarded to her office. She will notify the GAL, AMC and/or counsel if that procedure is requested. Information collected from collateral sources may be included in her written evaluation report and she may be required to testify about these contacts in court.

Records

Dr. Smith will request records that she considers important to the evaluation process. Some of these records may require a signed release from you. You can consult with your attorney prior to signing any release forms. It is important to emphasize that all records collected by Dr. Smith are not confidential and can be reviewed by a Court and/or any other parties involved in this matter.

Confidentiality

Even though Dr. Smith is a licensed psychologist, the standard rules of confidentiality and privilege do not apply within the context of this forensic evaluation. In general, any information provided by you may be shared with others involved in this evaluation. Thus, she may need to share information with your attorney, the Guardian *ad Litem*, the other party and his/her attorney, the children, the children's attorney, collateral sources of information, consultants, court personnel, and possibly others. By signing below, you are consenting to her disclosure and receipt of information to/from these individuals. Dr. Smith is permitted to communicate with the Guardian ad Litem (GAL) and/or the Attorney for the Minor Child (AMC) and to both receive and disclose information to the GAL and/or AMC. By signing this contract, you consent to that communication. It is also important to note any information, documents, or materials (i.e., mental health records) she collects could be reviewed by others involved in this Court-related matter. If so ordered by another Court, she may also need to release her report or any data collected within this evaluation to another Court. However, evaluation reports and/or files will not be shared with another Court or counsel connected with another non-family court matter, without a Court Order. You also understand and agree that copies of the report will not be provided to the parties, without a Court Order. They will be provided to counsel and the Court. The Court will make any determinations about dissemination to the parties.

Dr. Smith may share information that one parent tells her with the other parent or ask one of you questions about what she hears from a parent, child or any collateral source. She may ask your children about things that she hears from either of you. She will inform your children that their statements

may not be confidential, though she may inform you, your attorneys and the Court if she believes it is in your child's interest to protect that confidentiality or aspects of it. Collateral witnesses also do not have confidentiality in the process. This protects your due process rights and ensures that she can gather necessary information for her evaluation. It is understood that she will be providing the Court and the attorney(s) with a written report of her evaluation. In addition, after she has completed the evaluation report and submitted it to the Court, her entire file, including notes, psychological test data, and anything else in her file, could be made available to the attorneys and the Court upon subpoena and/or court order.

As a mandated reporter, by law, Dr. Smith is required to report suspected abuse or neglect of a child, disabled person, or elder to the appropriate investigative agency. Also, if she believes that someone is threatening serious bodily harm to self or another, she may need to take protective actions, which may include notifying one or more of the following parties: the potential victim, the police, the court, family members, and/or others who can help provide protection. She may also need to disclose information in order to collect unpaid balances. There may be other, unforeseen situations that may limit confidentiality.

Prohibited Recording

By signing below, you are acknowledging that any type of recording (including but not limited to audio or video, any type of hidden surveillance) of any part of the evaluation in any location is strictly prohibited. If you record Dr. Smith at any time or any location, she has the right to withdraw with no refund of the monies and without completion of the evaluation. Furthermore, recording of the evaluation may render the evaluation invalid. Any violations of this paragraph will result in an immediate cessation of services without a refund of the retainer, immediate payment of any monies owed, as well as other potential financial and legal ramifications, including that Dr. Smith may file a civil lawsuit. You do not have Dr. Smith's permission to record her at any time or at any location.

Fees

Dr. Smith's hourly fee for conducting this evaluation is \$300/hour for all evaluation related services. This fee includes, but is not limited to, all interview time, observations, home visits, time spent phoning and corresponding with parents and collateral sources, review of written material, scoring and interpreting psychological tests and parenting inventories, review of records, research, taking notes, writing the evaluation report, documentation, etc. Dr. Smith's fee is \$300/hour for all testimony related services, including depositions and court appearances. This fee includes, but is not limited to, all preparation for any testimony, travel to/from testimony, appearance time, etc. A retainer fee of \$10,000 is to be paid prior to the first appointment of the evaluation unless other payment arrangements have been made with Dr. Smith. The percentage fee paid by each parent for all evaluation costs is determined by your Court Order or Stipulation. If there are no specific details regarding payment of these fees, then it will be a 50/50 allocation until a Court determines otherwise. If your retainer falls below \$1,000 or is expected to fall below \$1000, you may be informed of that and notified if an additional retainer is requested to complete the evaluation. In the event that full payment is not received for any additional monies due and requested by Dr. Smith, then the evaluation process will be halted and will not continue until all fees are paid. You are required to pay all evaluation fees requested by Dr. Smith, either during the evaluation or at the end of the evaluation when a final invoice is presented. By your signature below, you are acknowledging that the fee for this evaluation is to pay for a legal and not a health-related expense. No claims for health insurance reimbursement will be completed. Please make the retainer payable to Linda S. Smith, Ph.D., LLC and mail it to 1261 Post Road, Suite 203, Fairfield, CT 06824.

You will also be asked to assume and pay for all out-of-pocket disbursements incurred in connection with this matter, including, but not limited to travel expenses, copying expenses, long distance telephone calls

and telecopying charges, consultation related expenses, and other incidental expenses.

Dr. Smith's evaluation fees do not include preparation for testimony or testimonial time at court appearances or deposition. If either party wishes for her to testify, she requires a subpoena for court testimony or deposition. She charges for travel time to/from the deposition, hearing or trial, time allotted for testimony, and time involved in preparation for the deposition or court appearance. All testimony will be billed at a half-day (\$1500) or full day (\$3000) rate, with a separate rate of \$300/hour for travel time and preparation for testimony. All testimony-related fees are non-refundable, regardless of whether Dr. Smith testifies or not. Once the testimonial date(s) have been reserved, the appearance must be paid in advance. If Dr. Smith's testimonial time exceeds the expected paid time/retainer, then further testimony fees must be paid immediately for further testimonial time to occur by Dr. Smith.

All evaluation-related fees and invoices must be paid in full in advance of Dr. Smith providing any further professional time associated with testimonial appearances. Furthermore, by signing this agreement, the party requesting her testimony agrees to pay for her estimated and actual preparation, appearance time, and travel time, no less than seven calendar days prior to the scheduled appearance. All fees are the responsibility of the party issuing the subpoena unless other arrangements are made or ordered by the Court. Dr. Smith will not provide testimony without payment in advance of her testimonial appearance. If Dr. Smith needs to retain counsel due to non-payment of fees associated with a subpoena, she reserves the right to seek payment of those legal fees by the subpoenaing party due to non-compliance with this contract. By signing this contract, you agree to pay all these fees, regardless of the parameters set forth in The Connecticut Practice Book and General Statutes.

If Dr. Smith is issued a Record Keeper Subpoena, or any other production of her file is requested, time is billed for organizing the file and requested documents at \$300/hour, and all associated copying expenses for the file. The party making this request is responsible for those fees unless there is an Agreement or Court Order stating otherwise. Again, these fees must be paid in advance of any production of the file. All evaluation-related fees and invoices must be paid in full in advance of Dr. Smith providing any further professional time associated with production/copying of the file. If Dr. Smith needs to retain counsel due to non-payment of fees associated with a subpoena, she reserves the right to seek payment of those legal fees by the subpoenaing party due to non-compliance with this contract.

At least 48-hour written notice is required to cancel or reschedule an appointment without being charged. Without 48-hour written notice, the parent who misses the appointment may be billed for their missed time, up to two and half hours. Excessive missed appointments can result in termination of the evaluation with notification to the Court of what portion of the evaluation has been completed.

All services and related activities will be billed at a minimum rate of one-quarter (1/4) of one hour. Each telephone call or other correspondence will be billed at a minimum rate of one-tenth (1/10) of one hour. All fees for the evaluation will be paid prior to the distribution of the report.

Bills are due and payable upon receipt. You will be charged for any banking fees on returned checks or payments. If a check/payment is returned, Dr. Smith will only accept bank checks or a bank wire for payment, unless otherwise coordinated with Dr. Smith. In the event that the amount billed on any statement remains outstanding for more than 30 days, Dr. Smith will charge interest on the outstanding amounts at the rate of one percent per month (12% per year). If the delinquency continues after Dr. Smith has given further notice that the amount remains outstanding, Dr. Smith may withdraw from the matter and will not refund any monies paid. If Dr. Smith takes action to collect on the delinquent account she reserves the right to charge for the costs, attorney's fees, and expenses she incur directly or indirectly in doing so.

Settlement Prior to Conclusion or Early Termination of Evaluation

If at any time during the course of the evaluation, the 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.

Non Compliance

Dr. Smith has the right to petition the Court and/or the attorney in this matter to be removed in any of the following events: (a) the Client does not make the payments required by this Agreement, (b) the Client(s) refuse to cooperate with the evaluation, or (c) the Client(s) do not abide by the parameters of this agreement.

Communication

In person meetings, phone, email, fax, text and other electronic methods are permitted communications during the evaluation process. We agree to utilize email and text communication (electronic communication) with Dr. Smith, and we permit Dr. Smith to utilize electronic communication with involved professionals, collaterals, etc. as a part of this evaluation process. There are always risks of potential unintentional disclosure of confidential and/or Protected Health Information within electronic communication. We agree to utilize electronic communications despite knowing these risks.

All contact information for Dr. Smith can be found in this contract. By signing this contract, I agree to electronic correspondence with Dr. Smith. Her email address is linda@smithpsych.com.

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 authorize Dr. Smith to complete the evaluation and provide recommendations to the Court consistent with the terms stated herein.

Clients Name Printed: John Alan Sakon DOB: 08/02/1954

Address: 82 Folly Brook Lane, Manchester, CT 06040

Preferred Phone Communication: 860-793-1000

Preferred E-mail Communication: johnsakon@sakon.biz; johnsakon@yahoo.com

Signed:  Date: 03/18/2018

John Sakon
Digitally signed by John Sakon
DN: cn=John Sakon, c=US, o=Sakon LLC, ou=Manager, email=johnsakon@sakon.biz
Reason: I am the author of this document
Date: 2018.03.18 22:51:24 -04'00'