**CUSTODY/PARENTING TIME EVALUATION CONTRACT**

I agree to proceed with a custody evaluation/parenting time evaluation to be completed by KRISTIN WOULFE, M.A. according to the following arrangements. I understand that the County District Court has appointed KRISTIN WOULFE as an agent of the Court for this purpose. The terms of the agreement are as follows:

1. **Purpose of this evaluation:** I understand that the goal of a custody/parenting time evaluation is for the evaluator to provide impressions, evaluations, and recommendations from an objective and professional perspective as to the best interests of the child(ren) involved when the parents of the child(ren) cannot agree regarding custody and/or parenting time issues.
2. **Fees for the evaluation:** I understand that Kristin Woulfe’s fee for conducting a custody/parenting time evaluation is **$275.00 per hour**. Billing will be applied to all applicable services at .2 hour increments ($55.00 per 12-minute increment). This fee will apply to all time spent by Kristin Woulfe in conducting her evaluation and will include the time she spends interviewing, travelling, reading and reviewing files and other documents, correspondence, report preparation, consultation with other professionals (including attorneys), all phone conversations, home visits, court preparation, and any other time expended in direct association with this evaluation. For phone call, email, and record review there is a minimum charge of .2 hours (12-minutes). Unless otherwise directed by the Court Order, I agree to pay 50% of all fees incurred by Kristin Woulfe with the understanding that the other parent of my child(ren) will pay 50% of Kristin Woulfe’s fees.

****I understand that Kristin Woulfe requires a **$4,000.00 retainer** to begin the evaluation and that all charges will be billed against this retainer. I understand that the final charge **will be more** than the initial retainer amount. Unless otherwise directed by the Court Order, I agree to pay Kristin Woulfe 50% of the required $4,000.00 retainer with the understanding that the other parent will pay the remaining 50%. I understand that when the retainer reaches $1,000.00, I will need to replenish the retainer to the original amount or such other amount Kristin Woulfe requests. I understand that a report (verbal or written) and recommendations will not be prepared or released until all fees have been paid in full. I understand that any unused portion of the retainer will be reimbursed upon verification that Kristin Woulfe’s services will not be needed in the future (e.g. receipt of a Court order or stipulation). A minimum administrative charge of $150.00 will be deducted from the retainer if the evaluation is not completed.

I understand that Kristin Woulfe may utilize an assistant to manage communication, gather information, draft documents or complete other tasks. The work of the assistant will be billed at **$150.00 per hour**.

I understand that Kristin Woulfe charges a one-time administrative fee of $275.00, for services in connection with opening a new file. This fee will be taken from the deposit and will appear on the initial invoice for services.

I understand this is a neutral evaluation and that the source of payment for this evaluation does not influence the results or outcome of the process.

1. **Cooperation required:** As a condition of this contract, I agree to cooperate with Kristin Woulfe in connection with this custody/parenting time evaluation. I understand that she may withdraw from performing this evaluation if I fail to cooperate. I agree to treat Kristin Woulfe and all other participants in this process with civility and respect and will refrain from engaging in threatening, coercive, or inappropriate behaviors that would be disruptive to the custody/parenting time evaluation process. I understand Kristin Woulfe will need to communicate directly with the attorneys involved in this matter, either in writing or verbally, and I agree she may do so without the need for a signed authorization.  I also agree to cooperate with Kristin Woulfe by providing her with the information that she reasonably believes to be necessary for the purposes of completing this evaluation, including (but not limited to) the following:
   1. Interviews: I understand that Kristin Woulfe may conduct interviews with me, with the other parent of my child(ren), with the child(ren) themselves, either together or separately, with new spouses, or with other people that play significant roles in the lives of the child(ren) involved. I agree to cooperate with any such interviews with the understanding that these may take place in my home, Kristin Woulfe’s office, or another location selected by Kristin Woulfe. I understand that Kristin Woulfe’s evaluation will include a parent-child observation that may be conducted in her office or in my home. I understand that both parents must complete the same type of observation—in-office or in-home.
   2. Collateral information: I understand that Kristin Woulfe may need to contact various people who have knowledge regarding me and my child(ren), such as teachers, daycare providers, counselors, pastors, healthcare providers, law enforcement agencies, and other third parties. I will identify these people if requested to do so by Kristin Woulfe and agree to sign authorizations allowing for the release of information from the individuals and collateral sources identified. I understand that Kristin Woulfe may also wish to contact my neighbors, relatives, and friends. I understand that I will be asked to provide names and contact information for the individuals I want Kristin Woulfe to contact. I will tell these references that the information they provide is not confidential.  I understand Kristin Woulfe will send a form letter to the individuals I identify. I understand that I will be provided a blank copy of the form letter in advance for review. I understand that I am responsible to follow up to see that my references have sent in their letters.
   3. Chemical health assessment/Psychological evaluation: I understand that if Kristin Woulfe determines more information is needed about me or my child(ren) in the form of assessments or testing, for chemical health or mental health, she will recommend specific professionals other than herself to complete those assessments/evaluations. I understand that if a psychological evaluation is determined to be necessary, both parents will be asked to complete a psychological evaluation, typically including the MMPI-2. The costs for these additional assessments/evaluations will be separate and above the fee for the custody/parenting time evaluation. I agree to sign authorizations allowing for the release of information so that Kristin Woulfe can share information with the professional and access the results of the assessments/evaluations.
   4. I agree to complete the custody evaluation questionnaire **within four weeks** of receiving it from Kristin Woulfe, unless instructed otherwise by Kristin Woulfe.
2. **Review of findings and report:** I understand that when Kristin Woulfe completes her interviews and collection of data, she will contact the attorneys involved in this matter for purposes of a feedback meeting to discuss her impressions and recommendations. If a feedback meeting occurs, the attorneys will be given an opportunity to ask some limited questions and/or engage in preliminary negotiations about possible settlement of any custody/parenting time issues involved. Time used in preparation for and during the feedback meeting will be billed at the standard hourly rate. I understand that feedback and recommendations will not be prepared or shared until all fees for the evaluation have been paid and there are sufficient retainer funds for the meeting and preparation time to occur (3-hour feedback meeting and 10-hours preparation time; the time required for the feedback meeting and preparation time may be more or less time than this amount).

I understand that following the feedback meeting my attorney will discuss Kristin Woulfe’s findings and recommendations with me which may lead to settlement. I understand that if settlement of any custody/parenting time issues is not achieved subsequent to this process, either or both attorney(s) may request that Kristin Woulfe prepare a final written report regarding her findings, recommendations, and the basis for her recommendations. **I understand that an additional $8,250.00 retainer payment is required for 30 hours to prepare a written report.** I understand Kristin Woulfe will not begin drafting the report until the payment is received. I understand that the final charge for the report may be more or less than this deposit amount.

I understand and agree that copies of this report will be provided to the attorneys on both sides in this matter. I understand that Kristin Woulfe generally will not discuss her findings and recommendations with the parties once the report is issued. I also understand that Kristin Woulfe’s final report will not be issued until all fees in connection with this evaluation have been paid.

1. **Cancellation fees/no show policy:** I understand that if I cancel an appointment with Kristin Woulfe with **less than one full business day notice**, I will be charged the full amount of the scheduled time for the appointment. I understand that if I cancel an appointment with **more than one but less than two full business days’ notice**, I will be charged half of the scheduled time for the appointment. I understand there is no charge or cancellation fee for appointments that are cancelled with more than two full business days’ notice. I understand that all charges and cancellation fees for missed appointments and late cancellations will be paid by the person who misses and/or cancels the appointment. A session is considered missed if the party(s) has not arrived 20 minutes after the start of the session.
2. **Voicemail and email availability:** I understand Kristin Woulfe is available by phone, voicemail, and email during normal business hours.
3. **Conversations with other providers:** Kristin Woulfe may find it useful and beneficial to consult with other professionals in this field for purposes of performing the custody/parenting time evaluation. These other professionals are legally bound to keep any information provided them confidential. During these consultations, however, Kristin Woulfe does not reveal the identities of the clients involved. These types of consultations will be noted in the evaluation file. With the understanding that Kristin Woulfe will not reveal my identity without express authorization to do so, I consent to such consultation by her.
4. **Court appointment as a condition of this evaluation:** I understand and agree that Kristin Woulfe will not perform the custody/parenting time evaluation until the Court with jurisdiction in my case issues an order appointing her as the custody/parenting time evaluator.
5. **Signed contracts by both parties are a condition of this evaluation:** I understand that Kristin Woulfe will not begin or perform the custody/parenting time evaluation until both parents of the child(ren) involved have signed the custody/parenting time evaluation contract.
6. **Copies:** I understand that any documents copied by Kristin Woulfe will be charged to the party requesting them at a rate of $0.75 per page. This charge will apply to all portions of the file which the requesting party asks to be forwarded to them or their attorney. Prepayment for the estimated number of copies must be made prior to the beginning of the copying job, with any balance due to be paid prior to the release of the copies. In the alternative, Kristin Woulfe may contract with an independent copying service. In that event, the requesting party must pay the copy service fee in full directly to the independent copying service before the copies will be released.
7. **Court appearances:** I understand that Kristin Woulfe requires a subpoena to testify regarding her findings and recommendations. I understand that Kristin Woulfe’s fee for court appearance or deposition, as well as court related preparation time is **$300.00 per hour**. In the event that Kristin Woulfe is subpoenaed to testify, the party issuing the subpoena is required to **pay a deposit of $3,600.00** (8-hour day plus 4-hours preparation time at $300.00 per hour). There is a half-day minimum charge (half-day is defined as 8:00AM to 12:00PM or 1:00PM to 5:00PM). Any other arrangement is considered a full-day. To ensure Kristin Woulfe’s availability, **the subpoena and deposit payment for $3,600.00** must be provided to Kristin Woulfe no later than **five (5) full business days** prior to the Court date. Subsequent cancellation of the Court appearance will result in forfeiture of the deposit.
8. **Mandated reporter:** I understand that as a professional evaluator, Kristin Woulfe is considered by state law to be a mandated reporter. She is therefore obligated to report to the proper authorities’ evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults; or any direct threat to harm oneself or another person.

**CONFIDENTIALITY**

I understand that the information Kristin Woulfe requires from me is for the purpose of a custody/parenting time evaluation. I understand and agree that the information I provide her may be used in her evaluation, recommendations, and report, which in turn will be provided to the parties, the attorneys, and the Court. To that extent, I understand the information I provide to Kristin Woulfe is not considered confidential.

I have received and read a copy of this contract, and I have discussed the provisions of this contract with my attorney.

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Parent’s signature Date

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Kristin Woulfe, M.A. Date