

**CUSTODY EVALUATION CONTRACT**

1. **Fees:** I understand that the Custody/Parenting Time Evaluation will occur in three phases, as described below. Parents will be responsible for fees in each phase as follows:

Mother: \_\_\_\_\_%                      Father: \_\_\_\_\_%.

- a. **Investigation and Feedback:** The investigation requires payment of a **non-refundable flat fee of \$00.00 (Thousand Dollars)**. This fee will cover the cost of Ms. Wilson's investigation, including a feedback session with the attorneys.
- b. **Report Writing:** In the event Ms. Wilson is required to draft a report of her investigation and recommendations, she will require payment of an additional **non-refundable flat fee of \$2,000.00 (Two Thousand Dollars)**. The report must be requested no more than 30 days after the feedback session with the attorneys. Ms. Wilson will not begin drafting the report until she has been paid in full. A minimum of two weeks is required for drafting.
- c. **Testimony:** In the event Ms. Wilson is required to testify, either in a deposition or at trial, evidentiary hearing, or other court proceeding, she will require an additional **nonrefundable flat fee of \$3000.00 (Three Thousand Dollars)**. This fee includes her preparation time, travel time, and one full day of testimony. Additional time, in excess of one full day of testimony, will be billed at the rate of \$200.00/hour.

To ensure Ms. Wilson's availability, the subpoena and payment in full for \$3,000.00 (Three Thousand Six Dollars) must arrive at Ms. Wilson's office no later than five (5) full business days prior to the court date. Cancellation of the court appearance within five (5) days of the hearing will result in forfeiture of the deposit.

2. **Travel Expenses:** In the event Ms. Wilson must travel outside central the Minnesota area in connection with this evaluation, an additional **non-refundable flat fee of \$1,000.00 (One Thousand Dollars)** will be required to cover Ms. Wilson's travel time. The central Minnesota area includes the following counties: Benton, Douglas, Kandiyohi, Meeker, Morrison, Sherburne, Stearns, Todd, and Wright. Parents must also pay all related travel expenses (e.g. flight, hotel, car, per diem for food). Ms. Wilson will provide a good-faith estimate of costs prior to booking travel, and parents will pay their respective share of the fees before travel occurs. Ms. Wilson will provide receipts of travel expenses upon request.

Parents will be responsible for travel related fees and expenses as follows:

Mother: \_\_\_\_\_%                      Father: \_\_\_\_\_%.

3. **Interviews:** Interviews will be conducted with both parents and with the children. New spouses and/or significant others will also be interviewed as part of this process. Interviews may take place at Ms. Wilson's office, and may also include home visits. Ms. Wilson will also contact collateral sources as necessary (in her discretion). I agree to sign Release of Information forms as needed to allow collateral sources to share information with Ms. Wilson.

4. **Collateral Information:** I understand I will be asked to identify collateral resources who might have useful insights regarding parents and children. Examples include, but are not limited to: daycare providers, teachers, coaches, counselors, health care providers, law enforcement agencies, and social service agencies. I agree to sign Release of Information forms as needed to allow collateral sources to share information with Ms. Wilson.
5. **Psychological Testing:** I understand I may be asked to complete a psychological evaluation and/or parenting assessment as part of this process. In that event, Ms. Wilson will help identify a mental health provider for these services. It is imperative that both parents are evaluated by the same mental health provider. **PLEASE NOTE THAT YOU WILL BE RESPONSIBLE FOR CONTRACTING SEPARATELY WITH MENTAL HEALTH PROVIDERS.** Fees associated with psychological testing are NOT included in the non-refundable flat fee to Ms. Wilson.
6. **Report/Review of Findings:** The goal of a custody/parenting time evaluation is to provide impressions, observations, and recommendations from an objective, professional resource as to the best interests of the children involved. It is hoped that these recommendations will serve as a basis for settlement negotiations between the parties and/or attorneys.
  - Upon completion of interviews and collection of data, both attorneys will be contacted to meet with Ms. Wilson and discuss preliminary recommendations. Attorneys will be given the opportunity to ask questions, and will be asked to review the recommendations with you following the meeting.
  - If both attorneys and both parents are in agreement that further negotiations may be helpful, Ms. Wilson will make herself available for up to one hour at a facilitated settlement meeting. Ms. Wilson will present her information to parents, their counsel, and the facilitator, and answer questions. If parents wish to engage in further settlement negotiations, Ms. Wilson will leave the process, and the facilitator will continue to assist parents in their settlement efforts. Parents must contract separately with the facilitator. Ms. Wilson will provide a list of providers upon request.
  - If settlement is not achieved through verbal report and subsequent negotiations, the parties may contract for a written report. The written report will include findings, recommendations, and the basis for all recommendations. Copies of the report will be provided to both attorneys.
  - The report must be requested within 30 days of the feedback session. If requested after this time, additional fees will apply to allow Ms. Wilson to update any information. Additional fees will be negotiated at the time of the request for the report.
  - MS. WILSON WILL NOT HAVE FURTHER CONTACT WITH EITHER PARTY INDIVIDUALLY AFTER THE REPORT HAS BEEN COMPLETED.
7. **Original Documents/Fees for Copying:** I understand that any documents or other materials supplied to Ms. Wilson will become part of her file, and will not be returned to me. Accordingly,

I understand that I am responsible for providing her with copies rather than original documents. In the event that I require Ms. Wilson to return information to me from her file, I understand that I will be required to pay copying fees of \$1.00 per page. **I further understand that any charges for copies constitute separate charges, and are not included in the non-refundable flat-fee.** Finally, I understand that fees must be paid in full before Ms. Wilson provides copies to me.

8. **No Representation:** I understand that Ms. Wilson is a neutral, retained to conduct an evaluation. I understand Ms. Wilson does not represent either of us, and that she is not providing legal advice or other legal services to either of us during the evaluation. If I have legal questions, I understand they should be directed to my attorney.

**WE HAVE READ THIS DOCUMENT AND WE AGREE TO ALL TERMS AND CONDITIONS OF THIS CUSTODY/PARENTING TIME EVALUATION CONTRACT.**

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date