

Brenda Lee Roberts, M. Ed., LPC
4849 Greenville Ave., Ste 1118 Two Energy Square
Dallas Texas 75206
972-672-0038 main 972-534-1443 fax
www.BrendaLeeRoberts.com Brenda@BrendaLeeRoberts.com

DISPUTED CUSTODY SOCIAL STUDY ADVISEMENT FORM

Cause No. _____

County: _____

Child(ren)'s Names: _____

I, _____ understand that the court has ordered a social study evaluation regarding the above named child or children, conducted and prepared by Brenda Lee Roberts, M. Ed., Licensed Professional Counselor.

_____ I further understand that my meetings with Ms. Roberts are for the purpose of assisting the court and the parties involved in making decisions in the best interest of the child or children involved. I acknowledge that the evaluation is intended to be thorough, objective, independent and in conformity with recognized best practices at the time this evaluation is conducted as appropriate to the specific situations in this case.

_____ I understand that Ms. Roberts will attempt to obtain all relevant information from all sources needed to address the issues before the court. I understand and acknowledge that Ms. Roberts will use her professional discretion in making any and all decisions regarding who must be contacted, how extensive those contacts will be, and what information should be obtained and reviewed. I recognize this includes review of any previous custody evaluations or home studies if such reports exist.

_____ I understand that although I may be providing payment to Ms. Roberts, she is working for the court, under court appointment, and the outcome of the evaluation may or may not favor any position or be something that I am in agreement with. I recognize that I may refuse to participate, although the nature and extent of the consequences of refusal should be discussed with legal counsel.

_____ I understand the time anticipated to complete interviews, review of written materials, and report being submitted to the court has been discussed with me and/or my attorney and all of my questions in regards to the completion time, written materials and submission of the social study have been answered.

_____ Fees: I understand that the fee for the social study is \$4,000.00 and my portion of this fee is \$2,000.00. I understand that the process of the social study does not begin until Ms. Roberts has received payment in full by both parties. Unless specifically ordered by the court, fees for services will be split equally between the parties.

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____Forms of Payment: I understand that the acceptable forms of payment for this Social Study are cashier’s check, money order or personal check. Additionally, I understand that if, for any reason, my personal check is returned unpaid, there is a \$55.00 returned check fee assessed by the investigator. I also understand that if payment for the Social Study is not made prior to the court due date of the study, Ms. Roberts will file a motion with the court for unpaid services and that I am responsible for restitution of all fees associated with that filing to Ms. Roberts.

____**Other costs:** I understand that each of the parties will be responsible for any fees for production of third party records related to this evaluation.

____I understand that cancellation of any appointment with less than 24 hours notice will incur a fee of \$75.00.

____I understand that should Ms. Roberts be subpoenaed for deposition or to testify in court regarding this case, the party issuing the subpoena is responsible for a \$750.00 retainer for a half day and \$1,500.00 retainer for a full day, which is due 5 days prior to testimony and/or deposition. The hourly rate for travel to and from court and preparation of testimony or deposition is \$150.00. Testimony and/or deposition of Ms. Roberts is \$250/hr. I understand that should the fee for the social study and/or the retainer for deposition or courtroom testimony not be paid in accordance with this contract, a motion will be filed to quash the subpoena. If the investigator is subpoenaed and the testimony/deposition/case is reset with less than 72 hours notice prior to the beginning of the day of the scheduled subpoena and/or testimony is not given, then the party issuing the subpoena is responsible for a fee of \$600.00, billable to the retainer submitted 5 days prior to testimony/deposition. Should payment not be made in accordance with this contract a motion will be filed with the court for payment of services.

____I understand that if I or my attorney subpoena Ms. Roberts to deposition or court testimony I am responsible for any and all copies of records that must be supplied as well as the binders and dividers that must be used to present those copies. I understand that this is in addition to any retainer for appearance at deposition or court.

____I understand that should the fee for the social study and/or the retainer for deposition or courtroom testimony not be paid in accordance with this contract, Ms. Roberts will not be bound by confidentiality in regards to payment for services rendered and may hire a third party collection agency for the purpose of collecting the debt and/or report the debt to major credit bureaus, file a claim in small claims court and pursue all legal avenues necessary to collect the unpaid balance. Third party collection agencies include but are not limited to Courts of Law and their staff, Sheriff’s departments and their employees, City Police Departments and their employees and any other party’s involvement required to collect payment of my outstanding balance.

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_____ For studies requiring airline or overnight travel, I understand that, in addition to the standard social study rate, fees are charged for hours of travel, travel expenses and a daily per diem of \$75.00. Travel expenses include the full expense of the airfare, hotel accommodations, taxi, tram, public transportation, rental vehicle and gasoline reimbursement for the rental vehicle and/or mileage if air travel is not necessary, yet you live more than 1.5 hours away from the Dallas/Fort Worth Metroplex. Expectations of arrangements are that the client will make the arrangements understanding the following stipulations; only direct flights are acceptable, hotel stays must be at one of the following hotels; Marriott, Hilton or Sheraton if available in the area of the home visit. Otherwise it must be an established chain of hotels. Rental car fees are paid in advance to the investigator. Gas for the rental car is covered by the daily per diem.

_____ Services not provided: I understand and acknowledge that Ms. Roberts is not providing nor am I requesting therapy, counseling or any form of treatment. Should these or other service needs be indicated during the course of the evaluation, appropriate recommendations will be made in the evaluation portion of the social study submitted to the court. I understand that Ms. Roberts is not providing mediation services.

_____ I understand that should the court or the attorneys request Ms. Roberts to participate in a settlement conference, she will do so only as an evaluator and only for the purpose of clarifying, explaining, or otherwise communicating the results of her evaluation and report. **A retainer of \$750.00 for a half day or \$1,500.00 for a full day will be due 5 days prior to the conference. The hourly rate for preparation and travel is \$150.00 and the hourly rate for participation is \$250.00/hr.**

_____ I understand that Ms. Roberts is not an attorney and that if I have any questions regarding legal matters, I should consult with an attorney. I understand that it is inappropriate for someone not trained as an attorney to respond to questions concerning legal matters and recognize I cannot request Ms. Roberts to do so.

_____ I understand I am to provide my attorney copies of any information that I provide to Ms. Roberts so that proper discovery procedures may be complied with if necessary. **I understand that Ms. Roberts will not review any audiotapes or videotapes unless all attorneys have been provided copies and all attorneys have agreed to or the court has ordered such a review.**

_____ **Professional practice statements:** The Texas State Board of Examiners of Licensed Professional Counselors can be contacted by mail at Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369, and by telephone at 800-942-5540.

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_____ I understand and acknowledge if I choose to file any form of complaint, suit or grievance against Ms. Roberts that is later determined to be frivolous I will be responsible for fully reimbursing Ms. Roberts for time and expenses in defending such a complaint, including attorney fees. "Frivolous" is defined as any complaint that is dismissed, determined to be unfounded, or where there is any type of determination that Ms. Roberts did not break the law or act unethically.

_____ I understand that in the event of Ms. Roberts' death, incapacity, or termination of practice, custody and control of records maintained by Ms. Roberts will be turned over to Bradley Craig, LMSW

_____ Insurance: I understand that none of the services provided by Ms. Roberts are covered by insurance as the evaluation is for legal, not medical purposes, and is not therapy.

_____ I have been informed and I understand that any communications or statements by me or the children will NOT be privileged or confidential and that:

- The evaluator may be required to testify in open court in the course of litigation. Any information provided to the court may become public record.
- The evaluator is required to make a report to the court and attorneys of record. A copy of the written report is provided to the court and to the attorneys of record and clients who represent themselves at the time the report is filed with the court.
- All information provided to the evaluator will become part of the evaluator's records and is available for review by the attorneys of record or clients who represent themselves upon request from both parties or order of the court. After the report is completed information will be released following written request from attorneys or clients who represent themselves or by subpoena.
- The evaluator may make an unannounced home visit to my house or the other parent's house at any time during the course of the custody evaluation.
- The evaluator may confer, for the purpose of the court ordered social study, with other mental health professionals, doctors of medicine, education and child care personnel, personal references, clergy, other government entities, attorneys of record and such other persons that have or need information directly related to the social study as necessary for the evaluation.
- The evaluator may be required to disclose situations where clients are a danger to themselves or someone else, abuse, neglect or exploitation of a child, elderly or disabled person, or as otherwise required by law.

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_____ I understand that I am responsible for informing the social study investigator within 10 days if any of my circumstances change, including but not limited to new significant others, engagement, marriage, individuals living in my household

_____ I understand that during the course of the social study Mrs. Roberts may choose to make an unannounced home visit based on information received during the course of the social study. I understand that I will not be notified of this home visit in advance. The unannounced home visit will NOT include an interview of any children that are present at the time of the unannounced visit.

DO NOT SIGN THIS FORM UNLESS YOU HAVE READ IT AND UNDERSTAND IT

Signed this _____ day of _____, 20_____.

Client printed name: _____

Client signature: _____