



Fee Agreement for Custody Evaluations

Custody Evaluation. A Custody Evaluation is for attorneys, Judges/Court or Guardians Ad Litem who wish to have a forensic professional opine about family systems issues that may play in to custody and access recommendations for a given family. Family systems issues are typically things like drug/alcohol problems, allegations of alienation, allegations of abuse, long-standing and intractable conflict between already divorced parents, issues pertaining to step-parents, relocation, best fit between child and parent, issues of attachment and/or caregiving ability, or serious mental health issues on the part of one or both parents and/or the child. Opinions about custody, access, and legal decision-making are often included in these evaluations. This agreement is intended to outline the fees associated with these evaluations.

Examiners. Cognitive Forensic Alliance, PLLC and its employees/assistants are referred to as the “examiner” in this agreement.

Examinee. The examinees are the litigants named in the court order in an evaluation relationship, unless otherwise agreed upon in writing or by court order. The examinee is the financially responsible party, not an insurance company or other third party. The examinee shall pay the fees for all time and services, whether the time is spent or the service is initiated by that examinee, a party, another attorney, the court, the examiner, or other persons or agencies relevant to the matter.

Fees. All payments should be made to Cognitive Forensic Alliance, PLLC. Prompt and timely payment is required for all services. Fees for service shall include, but not be limited to, charges for consultations, interviews, examinations appointments, collateral appointments, broken and cancelled appointments, testing, test scoring, test interpretation, reviewing printed materials, phone calls, emails, scheduling, travel time, file preparation, preparing and providing reports, affidavits, and testimony, obtaining copies of court testimony, and staff and research assistant time. No matters are accepted on a contingent or “flat fee” basis. Because examinations, declarations, affidavits, depositions, consultations, and testimony require considerable preparation time and the reservation of multiple hours, the examinee is responsible for the time that is reserved for all services. Time will not be reserved until the retainer payment for the requested time is received by the retaining party. Even in the context of a subpoena or court order, the examinee is still financially responsible for the time the professional spends in court or for preparation for court. Time reserved represents all services in or out of the office. Includes travel time, all legal proceedings, administrative work pertaining to your case and all telephone consultations, including those missed or broken. Also includes time spent for emails of substantive nature. Time is charged in one tenths hour (6-minute) increments. The exception for this is court and deposition time. These are billed in ½ and whole day increments and include travel time at \$875 for ½ day and \$1750 for a whole day for master level professionals. These are billed at ½ day increments. This does not include preparation time. Additional fees include supervision of Michael Decker,

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LPC by Alissa Sherry, Ph.D., and is billed at \$250/hr and required for every 10 hours of work logged by Michael Decker, LPC. The number of hours spent by Dr. Sherry depends on the work completed by Mr. Decker and may vary greatly. These fees will be collected by Cognitive Forensic Alliance, PLLC. Other fees are outlined as follows:

Michael Decker, LPC
\$150/hr

In addition to these fees, statements may include out-of-pocket expenses that the office has advanced on behalf of the examinee. There will be a charge of \$150.00 for providing a copy, paper or electronic, of the file, plus copying time spent, shipping, and long-distance charges, for all copying, faxing, and delivering of materials (routine copying will not incur costs). During the course of service, it may be appropriate or necessary to hire third parties to provide services on behalf of the case. These services may include such things as consultation with other experts, psychological assistants or research assistants. These charges may be added to the bill as well. Upon receipt of a written request or a subpoena, Cognitive Forensic Alliance, PLLC will provide copies of an evaluation file, except for psychological test data, which can only be released pursuant to a court order or directly to another psychologist following the written authorization of both parties. No copies or documents will be provided unless balance is up to date and retainers for any future potential work or court appearances have been replenished.

Routine emails will be billed at .1 hours per email. Lengthy emails or those with attachments will be billed at the hourly rate. Collateral calls will be billed at .5 hours per call, regardless of the length of the call. These fixed fees are designed to help the examinee better estimate their charges based on their communication with our office and the number of collateral calls requested be contacted by our office.

Retainer. Custody Evaluations require a retainer of \$1500 per party before appointments will be made with the examiner. Regardless of the original source of the funds, the retainer will be credited to the account of the retaining attorney(s) or litigant(s). The retainer is a credit balance against which fees shall be charged. Prior to any appointments having been made, if the parties settle or Cognitive Forensic Alliance, PLLC services are no longer needed for any reason, a minimum charge for one hour of the lead forensic examiner’s time and any time worked will be billed against this retainer. The remaining funds will be returned to the party from which it was received. If services are terminated after the evaluation has gotten underway, the services already provided will be billed at the regularly hourly rate of the professionals involved and the remaining retainer will be returned to the party from which it was received.

The examiner shall return any unused remaining portion of the retainer to the payer promptly when notified by both parties in writing that the examiner’s services will no longer be required in the matter or when the matter settles or the final trial has concluded.

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The actual final cost of forensic services in any particular case varies tremendously depending on the amount of time spent by the examiner, the amount of contact with the parties and their attorneys, the number of other family members to be evaluated, the amount of information to be read, the number of collaterals to be contacted, the degree of complexity of the matter and the length of the examiner's report. *The examiner's fees are likely to substantially exceed the initial retainer.* Examinees should anticipate that additional retainers will be required as outlined above. Additional retainers and fees shall be paid promptly when requested by the examiner. Services will be suspended or terminated if retainers or fees are not paid when requested. *Testimony, reports, file documents, and opinions will not be offered, written, or released until account balances are current and retainers have been paid or replenished.*

Payment is due and payable prior to the time of service. Payment due that exceeds any remaining retainer credit balance is to be made promptly upon receipt of monthly billing statements. Service charges will accrue at 2.0% per month (or a minimum service charge of \$5.00 per month), but not to exceed the amount permissible by law, on any balance not paid within 30 days after the charge was incurred. Should a check be returned by the bank for any reason whatsoever, a \$25 returned check fee will be due.

Payments not used will be returned to the payer.

Payment of Retainer and Fees. Cognitive Forensic Alliance, PLLC accepts cash, check, or credit card/debit payments through our online payment portal.

Financial Responsibility and Third Party Payments. The examinee assumes and retains complete financial responsibility for all of the fee obligations contained under this agreement, even if reimbursement of these fees are the ultimate responsibility of another party. All parties should note that most physical health and mental health insurance is intended for the provision of treatment and as such does not cover forensic services. As such, the intent to seek health insurance coverage is not a substitute for the financial obligations described herein. Please note the examiners will not file insurance for the examinee and do not take third party insurance payments. If an examinee wishes to be reimbursed by their insurance, it is their responsibility to do so and should not impact the prompt payment of fees to the examiner.

Appointments and Cancellations. Because the scheduled appointment time is held exclusively for one person or task, advance notice of cancellation is required. The examinee shall keep the examiner advised of any cancellation or postponement in any scheduled appointment. Late arrivals will be charged at the time of the original appointment. If you are 30 or more minutes late, your appointment will be released and the professionals may not be available if you arrive after this time. Cancellation charges for all other cancellations and broken appointments are outlined as followed:

- 72-hr (3 business days) cancellation policy for court appearances or depositions.
- 48-hr (2 business days) cancellation for office appointments of 2 hours or longer.

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- 24-hr (1 business day) cancellation for office appointments of 1 hour or less.

The examinee will be responsible for the fees associated with these time reservations without the above referenced cancellation notice.

Because the examiner participates in many forensic matters, there may be occasions when she/he may have to reschedule an appointment with minimal notice because the examiner has been ordered to appear in court. Keep in mind, when your case goes to court, it will be privileged above other referrals at that time as well.

Collection. If an account is overdue for 30 days or the examinee has made it known he/she is refusing to pay their invoice, it may be sent for collection either through an agency or through small claims, contempt of court, or other legal avenues. The responsible party shall pay all reasonable costs of collecting the bill, such as reasonable collection charges, which are 50% of the bill, reasonable attorney's fees, and court costs. The 50% collection charge shall be added to the bill and shall become part of the financial responsibility at the time the account is sent to the collection agency or is pursued through legal channels. In the event that legal action is instituted to collect fees and charges, the responsible party shall pay all additional reasonable costs and fees resulting from the suit as outlined above.

Termination. Subject to the "Fees and Payments" and "Appointments and Cancellations" provisions as stated above, this agreement may be terminated at-will the examiner at any time. No services, including but not limited to consultations, reports, opinions, or testimony, will be provided after the examiner's services are terminated.

Special cases within the forensic context. Because of the high conflict, litigious nature of this work, it is important to make explicit as many foreseeable conflicts as possible. Please read the following and indicate your understanding by initialing as appropriate:

_____ The party requesting the testimony of the examiner is responsible for obtaining and providing a copy of the examiner's testimony following the conclusion of the hearing or final trial. Approximate cost of these transcripts varies, but can range between \$300 for a brief appearance to \$2000 for an entire day of testimony. This is over and above the usual and typical charges for time spent in court.

_____ In some cases, the court orders one party to pay for services for a number of reasons available to the court or the parties prior to the appointment of the examiner. The examiner is responsible to the court in court appointed evaluations and you understand these delineations are for the court or the parties to make and have no bearing on the objectivity of the examiner assigned to your case.

_____ As noted earlier, for court ordered evaluations, the fee for services is expected to be split between the parties unless otherwise specified in the agreement. If the examiner is asked to testify,

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the examiner's retainer and fee for this testimony will be requested from both sides. Payment in full is required before any testimony is given, regardless of whether both sides pay their half. If either party refuses to pay their share of the services, Cognitive Forensic Alliance, PLLC reserves the right to obtain a Court Order for payment. Alternatively, payment may also be made by the party requesting the examiner's attendance. In signing this, you agree if you are the non-paying party that the paying party may be entitled to be reimbursed for these fees at the conclusion of trial.

____ The subpoenaing party is responsible for fees associated with any outside consultant or contract employee subpoenaed for trial.

____ All parties are required to sign this agreement, regardless of whether or not you have been ordered to pay for the evaluation to show that you have read and understand the fee process. Other aspects of this fee agreement (for example, copying costs, etc) may apply to you at other times following the evaluation.

Agreement. This statement shall be considered an agreement between the examiner, the retaining attorney, and the attorney's client unless Cognitive Forensic Alliance, PLLC agrees otherwise in writing. If the examinee fails to satisfy fees owed to Cognitive Forensic Alliance, PLLC, the execution of this agreement grants permission to the examinee's attorney to release funds from his/her retainer account in order to satisfy those fees. All agreements and contracts with Cognitive Forensic Alliance, PLLC are in writing. No oral agreements may supersede this written agreement on this matter. Any modification of this agreement must be in writing and signed by Cognitive Forensic Alliance, PLLC staff, the attorney, and the attorney's client. Should Cognitive Forensic Alliance, PLLC, at the sole discretion of the CEO, choose to waive any requirement under the terms of this agreement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this agreement or any other contract. Each examiner, in agreeing to provide this service, is specifically relying on the examinee's agreement to abide by each of the terms of this agreement. I agree this is a legally binding document.

Cognitive Forensic Alliance, PLLC
Representative

Date

Examinee or responsible party

Printed name

Name of child if child is examinee

Attorney's Signature

Attorney's Printed Name

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