

Laurie Nickel Supkoff, LCSW
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Agreements for Child Custody Evaluation Family Code Section 3111

1. Order for 3111 Evaluation:

- a. I understand that Ms. Supkoff is appointed and designated by the Court to conduct a Child Custody Evaluation in accordance with the Family Code section 3111.

2. Psychometric/Psychological Testing:

- a. I understand that no psychometric/psychological testing shall be done unless specifically ordered by the Court. If testing is ordered at the request of Ms. Supkoff, or at the Court's direction, it shall be referred out to a qualified clinical psychologist.

3. Parent-Child Observation:

- a. I understand that the child-parent interaction shall be observed unless contraindicated to protect the best interest of the child(ren).
- b. I understand Ms. Supkoff shall interview and observe all children ages five and older unless contraindicated to protect the best interest of the child(ren).
- c. I understand Ms. Supkoff may interview or meet with child(ren) of any age at the discretion of Ms. Supkoff.

4. Non-Confidentiality:

- a. I understand Ms. Supkoff shall discuss with and disclose to the child(ren) the fact that the child's communications to Ms. Supkoff are not confidential.

5. Interview Child(ren):

- a. I understand that Ms. Supkoff shall interview child(ren) individually and only with siblings when Ms. Supkoff believes that a joint interview will serve the best interests of the child(ren).

6. Collateral Contacts:

- a. I understand that Ms. Supkoff shall contact and consider all relevant collateral contacts.

7. Review Documents/Letter/Reports/Emails/Photographs:

- a. I understand that Ms. Supkoff shall review all documents, letters, reports, emails, and photographs submitted by the parties/respective attorneys, but only if Ms. Supkoff has been provided proof that a copy of all the documents, letter, reports, emails and photographs has been provided to the other party/attorney.

8. Ex Parte Contact:

- a. I understand that no party or attorney for a party shall initiate contact with Ms. Supkoff, orally or in writing, to discuss the merits of the case without notice to the other party and an opportunity to be present or to receive a copy of a written communication unless the ex parte contact is stipulated by the parties in writing.
- b. I understand this rule shall also apply to Minor's Counsel unless there is a Court order specifically allowing such contact.

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- c. I understand that during the Child Custody Evaluation each parent shall be met with individually for an equal number of sessions.

9. Refusal to Attend/Participate:

- a. I understand when one party refuses or otherwise fails, after reasonable notice and opportunity to participate in the Child Custody Evaluation, Ms. Supkoff shall complete the Child Custody Evaluation and make a report to the Court noting that fact.

10. Mutual Agreement:

- a. I understand if the parties indicate to Ms. Supkoff that an agreement has been reached between them during the Child Custody Evaluation and Ms. Supkoff believes that this agreement serves the best interest of the child(ren), Ms. Supkoff may report the agreement to the Court without concluding the Child Custody Evaluation.

11. Child Custody Evaluation Report:

- a. I understand that the report by Ms. Supkoff shall contain the following minimum information:
 - i. Identify the parties.
 - ii. Identify the collateral contacts and documents reviewed.
 - iii. Identify each parent's goals and/or concerns.
 - iv. Identify any domestic violence and/or substance abuse issues.
 - v. Specify a recommendation for issues which the Court and/or the parties specifically identified or raised.
 - vi. Specify a detailed parenting schedule, e.g., school periods, vacation schedules, holidays, transportation, exchange protocols and needs for supervision.
 - vii. Specify a recommendation on all aspects of legal custody, e.g., selection of day care provider, selection of school, selection of counselor for child, medical decisions, and education decisions.
 - viii. Specify any other recommendations which Ms. Supkoff believes the Court should address/implement.
- b. I understand that the issuance of a report and the process of gathering the necessary information render the Child Custody Evaluation process to be nonconfidential in nature.
- c. I understand Ms. Supkoff will ask to speak with any professionals connected to this case during the process of her evaluation upon her discretion.

12. Fee:

- a. I understand that Ms. Supkoff's fee for serving as Child Custody Evaluator is \$175.00 per 50-minute session times the number of sessions spent by Ms. Supkoff in the Child Custody Evaluation process. This time shall include sessions necessary with family members to conduct the Evaluation, any collateral contacts, both professional and personal, reviewing any documentation submitted (including emails, photos, etc.), any research that is necessary and the writing of a report to the Court.
- b. I understand a deposit in the amount of \$2,625.00 shall be paid **14 days prior** to

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the date of the first scheduled Child Custody Evaluation session against which services will be billed.

- c. I understand the deposit does not represent the total cost of the Child Custody Evaluation services due to extensive evaluation that is necessary to complete a 3111 Evaluation.
- d. I understand when the remaining deposit is \$1,050.00 or less, additional deposit(s), to be paid by a specified date, may be requested by Ms. Supkoff based on Ms. Supkoff's estimate of costs for additional Child Custody Evaluation services.
- e. I understand following a request for additional deposit to be paid by a specified date, the requested deposit shall be paid on that date prior to any further services provided by Ms. Supkoff.
- f. I understand that any excess deposit remaining at the completion of the 3111 Evaluation shall be refunded.

13. Cancellation, No Show or late for appointment time:

- a. I understand in the event either party fails to provide 48 hours telephone notice of a cancellation of any appointment with Ms. Supkoff, or in the event either party does not show for a scheduled appointment, such missed appointment shall be charged at the full session rate of the amount of time that was scheduled for that missed appointment. The parent who failed to give the required 48-hour notification or did not show for the scheduled appointment shall be fully financially responsible for the scheduled appointment.
- b. I understand I will be financially responsible for a session when I arrive over 10 minutes late for the scheduled time.
- c. I understand I will be responsible for half the cost of the session when I arrive between 5 and 10 minutes late for the scheduled session, if I have not paid any of the deposit for the Child Custody Evaluation.

14. Testimony:

- a. I understand that should Ms. Supkoff be subpoenaed by me or by someone representing me for a deposition, and/or, In-Court testimony, I will pay Ms. Supkoff the cost she specifies after Ms. Supkoff has received the subpoena.
 - i. If the subpoena states a morning arrival time, the cost shall be a full 8-hour day, plus preparation time and travel time at a rate of \$200.00 per hour.
 - ii. If the subpoena states an afternoon arrival time, the cost shall be a half day rate of four hours, plus preparation time and travel time at a rate of \$200.00 per hour.
 - iii. **The fee must be paid 14 days in advance of the scheduled court time or deposition time.**
- b. I understand refunds will be issued only if Ms. Supkoff has received a cancellation notice 5 working days prior to the scheduled deposition or court testimony. The amount of reimbursement shall depend on how much of the cleared day was able to be scheduled with clients after the notification of cancellation.

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15. Legal Advice:

- a. I understand that I am encouraged to seek legal advice and counsel prior to entering a Child Custody Evaluation. I have either obtained appropriate legal counsel or have voluntarily and knowingly waived my right to do so prior to the Child Custody Evaluation with Ms. Supkoff.

16. COLLECTION:

- a. I understand that Ms. Supkoff has advised that the Evaluator shall retain the right to divulge the names and other relevant financial information, including but not limited to, employment information, of the Client responsible for payment of Evaluator's fees, to a collection agency and/or attorney for collection if the Evaluator's fees remain unpaid, in whole or in part.

17. INDEMNIFICATION AND HOLD HARMLESS:

- a. The Clients, individually and on behalf of the minor children, agree to indemnify, protect, and hold Evaluator harmless from any loss, costs, or expenses, including but not limited to reasonable attorney fees incurred by Evaluator, in connection with any claims, actions, administrative proceedings (formal or informal), and any other actions brought by the Clients against Evaluator and determined by the trier of fact to be unfounded.

18. Mandated Reporter:

- a. a. STATE MANDATORY DISCLOSURE REQUIREMENT: Pursuant to California Penal code Section 11108, the Evaluator has an affirmative duty to report information concerning child abuse (including but not limited to sexual abuse, physical abuse, and neglect). The Mediator also has a duty to report a threat of harm to another person, property, or to oneself. Additionally, there is a requirement to report elder abuse for people over the age of 65.

19. Electronic Equipment:

- a. I understand that at no time, for any reason, during any sessions with Ms. Laurie Nickel Supkoff, LMFT, shall any person record any of the sessions by use of audio or video recording devices, this shall include any recording options on a cell phone.

20. Agreement:

- a. Having read and understood all the above provisions and had an opportunity to discuss with Ms. Supkoff the meaning and implications of all the provisions, I do by my signature below indicate my agreement and assent to the provisions in Child Custody Evaluation Family Code Section 3111 services provided by Ms. Laurie Nickel Supkoff, LMFT.

Signature

Date

Calif. Sec. 3111 Child Custody Evaluator

Date