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**AGREEMENT FOR Evaluation and Consultation**

Docket No.:

Essex, ss

Plaintiff v. Defendant

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Wk: \_\_\_\_\_

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- 1.) I understand that Patricia Brady has been retained, in the matter pending in the Essex Probate and Family Court before Judge Abber for the purpose of providing a clinical opinion related to custody and parenting plan. This expense for this consultation is to be paid by \_\_\_\_\_ and a retainer payment is required in the amount of \$6250.00. It is estimated that this process would be completed by \_\_\_\_\_. The process will involve a Record Review and interviews with the parents, children and ideally professionals Any fees above the retainer would need to be paid before the completion of any written report if required. This document is designed to inform you about how evaluations are usually conducted and to describe those responsibilities you have as part of this process. Before beginning the evaluation, some conditions must be met or agreed to by all parties.
- 2.) All members of the immediate family as well as other relatives and prospective or current caretakers may be asked to attend one or more session. Ms. Brady will meet the parties at individually, together and as a family.
- 3.) In addition, information will be gathered primarily through interviews. A second major source of information may be the written and or oral reports of other professionals who have had contact with any of the family members. Each party will be asked to sign all necessary releases to speak with these professionals and to expedite the delivery of records from psychologists, social workers, psychiatrists, school personnel, health care personnel, medical and or psychiatric hospitals, residential schools, courts, law enforcement, or substance abuse facilities. The parties are encouraged to send any information they consider relevant to the treatment of the child/children.
- 4.) It is my practice to discuss particular cases or aspects of cases with colleagues experienced in particular clinical areas in an effort to enhance the quality of services provided during this process. In such professional consultations, every effort will be made to preserve the privacy and confidentiality of the parties.

- 5.)** If I determine that a child or adult party may be at risk due to the current custody/visitation arrangement in place, I may take other actions to notify responsible agencies in order to reduce the likelihood of harm, as required by law. As a mandated reporter, I am bound by law to inform appropriate authorities (e.g. DCF) if I have reasonable basis to believe that a child is suffering or in danger of some form of abuse or neglect.
  - 6.)** I am required by law to take protective action if I believe that any individual is threatening serious harm to another. Such action may include notifying the police and or the person about whom the threat was made. If any family member appears to be at serious risk to harm him or herself, I may be required to release information in order to seek hospitalization or to contact others, who can provide protection.
  - 7.)** I will provide monthly statements itemizing my services. At such time as the retainer is exhausted the parties will be notified immediately and monthly statements will be provided and payment for services will be due upon receipt. Additional sessions, collateral contacts will be delayed when there is an outstanding balance. Should less time be required, each party will be reimbursed for the unused portion of the retainer within 30 days of the completion of the request. Any costs incurred in the collection of outstanding balances (including collection agency, and legal fees) will be charged to the party with the overdue account.
  - 8.)** My standard fee is \$250 per hour for each hour of interviewing, record review, telephone calls, report writing, appearances at depositions and court appearances (including travel and waiting time). The parties will be additionally billed for the cost of long distance telephone calls, fees associated with psychological testing if required and other ancillary costs necessary for the completion of the evaluation. In the case of additional fees as specified, the parties will be notified prior to the performance of such duties such as out of state costs due to telephone calls, travel or psychological testing. These actions would be taken only with the as required. If out of state travel is required and testimony is required, those fees must be paid in advance.<sup>1</sup>
  - 9.)** It is understood that if a scheduled meeting is canceled with less than 24 hours notice a fee may be charged commensurate with the amount of time scheduled for that day. If one party fails to keep a scheduled appointment, that person shall be responsible for the entire cost of the scheduled time.
  - 10.)** In the event that I am deposed, the party requesting the deposition agrees to pay any fees regarding the deposition or complies with the orders of the Court regarding who will pay the fees for deposition. I require a retainer in advance of the deposition which is an estimate of the time involved in preparing for the deposition, travel to and from the location of the deposition, the time for the deposition itself and the time to review a copy of the deposition. If I elect to have my attorney present at the deposition, the party requesting my presence will be responsible for my attorney's fees also in advance of the deposition.
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- 11.)** In the event that I am required to testify, the costs will be paid at least two weeks in advance of my testimony.
- 12.)** If for any reason, you are uncomfortable with any of the procedures and requirements, described within this contract, please discuss your questions and concerns with me and or seek consultation with counsel prior to signing this document. If you remain dissatisfied with the terms for the evaluation, you have the right to seek further direction from your attorney.
- 13.)** It is important that you understand that you have the right to decline to participate in any or all aspects of this process. By signing this agreement it means you have read this document, have had the opportunity to discuss the provisions with Patricia Brady and or your attorney, and agree to proceed with the evaluation and with the terms of this agreement.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Clinician: \_\_\_\_\_