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**AGREEMENT FOR GUARDIAN AD LITEM EVALUATION/INVESTIGATION**

InRe: \_\_\_\_\_

Docket No: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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I understand that Patricia Brady has been appointed in a formal order in the matter pending in the Middlesex Probate and Family Court for the purpose of conducting an investigation and evaluation related to legal and physical custody of the children. This appointment includes a specific statement regarding who is responsible for paying for the evaluation. Insurance is not applicable to Court ordered evaluations/investigations. In this matter, the fee is ordered to be shared equally. This document is designed to inform you about how such investigations/evaluations are usually conducted and to describe those responsibilities you have as part of this process. Before beginning the process, some conditions must be met or agreed to by all parties.

All members of the immediate family as well as other relatives and prospective or current caretakers may be asked to attend one or more interviews. Each party may submit a list of people they would like me to contact as part of the process. This list should include an explanation of how each person is relevant to the situation. I reserve the right to determine who, when and where those individuals will be interviewed and whether they will be interviewed individually or in combination with others. Every effort will be made to create the least inconvenience.

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 participants in the evaluation. 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 their position, through counsel with copies to the other side.

On occasion, I may ask that the parties participate in psychological testing. I may also ask that they agree to permit the children to take such tests. These tests would be administered by a qualified psychologist of my choosing. The parties need to be aware of the following modifications of the traditional rules of confidentiality:

- a. Since this is a court ordered evaluation, the information obtained from interview sessions, collateral contacts and documents reviewed may be included in a written report that will be submitted to the Court and or may be the subject of testimony in open court.
- b. 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 evaluation. In such professional consultations, every effort will be made to preserve the privacy and confidentiality of the parties.
- c. At times, I will need to reveal to one party information given to me by another party so that I have the opportunity to explore all points of view and conflicts.
- d. If I determine that a child or adult party may be at risk due to the current custody/visitation arrangement in place, I may file an interim report with the Court and or 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.
- e. 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) Unless the Commonwealth of Massachusetts is funding the evaluation, I must receive an initial retainer of \$6250, which is equivalent to 25 hours of services at a rate of \$250 per hour. The cost of this is to be paid by the parties, in the amount of \$3125 each. 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 evaluation sessions, collateral contacts could 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. 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. 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.

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.

Upon the completion of the evaluation, a report will be filed with the Court. The parties must obtain copies of the report from the Court unless the Court has stipulated another method of distribution. No copies of preliminary findings or the final report will be released without written instruction from the Court. The only exception is articulated above (6d).

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. In the event that I am required to testify, the costs will be shared equally and the costs will be paid at least one week in advance of my testimony.

Despite the fact that I am a Licensed Mental Health Counselor and a Licensed Marriage and Family Therapist in the Commonwealth of Massachusetts, it is important to understand that I will not be serving as a psychotherapist, mediator, or arbitrator with regard to your family. In other words, as a Guardian Ad Litem evaluator, I will not be providing ongoing psychotherapy, family or couples counseling.

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 the Court.

It is important that you understand that you have the right to decline to participate in any or all aspects of this evaluation. 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: \_\_\_\_\_

Guardian Ad Litem: \_\_\_\_\_