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**MOSAIC**  
PSYCHOLOGICAL SERVICES, LLC

**STATEMENT OF UNDERSTANDING  
AND INFORMED CONSENT TO PARTICIPATE IN A CHILD CUSTODY  
EVALUATION**

Dr. Mullen has been appointed by the Court to conduct an impartial child custody evaluation. In order to do so she must receive the Court Ordered Appointment. Dr. Mullen's purpose in conducting this evaluation is to gather information that will enable her to formulate an opinion concerning what custody and/or visitation arrangement is most likely to be in the best psychological interests of your children. The process of such an evaluation involves psychological evaluations of each parent and each child in the family. Observations of the children with each parent are also made.

Though the Court has determined the manner in which Dr. Mullen's fees will be paid, the Court does not pay her fees; however, the work that she is doing will be done for the Court. Dr. Mullen will operate as though an impartial evaluator employed by the Court, regardless of the source of remuneration. After receiving the signed statement (last page) from both parents signifying agreement to the conditions of the evaluation, a signed release of confidentiality, and appropriate retainer, each parent may then call to set up appointments. In order to help insure her impartiality, it is important that neither parent nor attorney contact her about the specifics of the case before all signed agreements have been received and the file is officially opened.

Forensic psychologists are expected to secure verification of assertions made by those whom they are evaluating. They cannot "presume" that the people being evaluated are truthful or untruthful. Your cooperation will be expected as verification is sought of assertions made by you.

Before agreeing to serve in this capacity, the following conditions must be agreed upon by both parents and both attorneys:

**Participants in the Evaluation:**

All members of the immediate family will be available to her for as many interviews as she deems necessary. These interviews may be individual or in combination with other family members. Both parents will take any tests she deems appropriate and will participate in any parent-child observational sessions she requests. Further, both parents will agree to her interviewing, observing, or testing any child of the family. Step-parents and significant others may be requested to be evaluated as well. *Parents should not coach or prepare the child or children other than to introduce the Examiner as "an expert who assists parents in deciding how to handle custody and visitation problems."* Further, the child should be reassured that they will not be asked to take sides.

Dr. Mullen must have access to any types of additional information that she deems necessary; such as consultation with day care providers, teachers, pediatricians, or grandparents who might be active in the child(ren)'s life. Both parties will sign releases as requested by her to make such contacts. Often each parent has others (neighbors or friends) who they feel might provide valuable input. Dr. Mullen is open to making such contacts but such requests are often time consuming and costly.

It is helpful if the parents' attorneys agree in advance what kind of access they wish to have to me during the evaluation. *If there is a Guardian Ad Litem for the children they can obtain information from me at any time.* Likewise, I will be obtaining input and information for the GAL during my evaluation. I reserve the right to contact the attorneys to clarify issues regarding court orders, settlement agreements, etc. If requested, all contact with the parent's attorneys will be attempted by conference call so that each party stays fully informed. Following the submission of my report, I will not communicate with either parent or any other party involved in the evaluation. I am willing to discuss any aspect of my report with both attorneys, either personally or by telephone. These conversations are not confidential or privileged. Such communication may occur any time from the submission of my report to the end of the trial. Any information I provide either attorney is only given under circumstances in which the other is invited to participate or has access to the information.

#### Confidentiality:

Principles of confidentiality and privilege do not apply within the context of an assessment such as the one being conducted. Information provided by you, regardless of the form in which it has been provided or obtained may be shared with others involved in the evaluation. Such information may include your statements, tape recordings, diaries, correspondence, photographs, observations outside the interview context and other such materials.

By presenting information to others, verification of information provided can be sought and others can be afforded opportunities to respond to allegations that may have been made. Statements made by children may have to be cited in an evaluation report. It is important that you do not mislead your children. Do not tell them that what is said to Dr. Mullen is confidential. It is not. Information concerning your payments (amounts, sources of payments, form of payments) is also not confidential.

“Collateral contacts” should be made aware that nothing they say is confidential. In fact their comments are also likely to be mentioned in the report. They will be asked to sign a release to this effect. Therefore, only critical contact people will be included unless specifically requested.

Office and clerical staff who become involved in aspects of your evaluation such as business arrangements and other such activities each receive instruction in matters relating to confidentiality.

The need may arise for Dr. Mullen to discuss the evaluation with other professionals

and/or provide a copy of the final report to colleagues for their review and comments. In either case, all names and identifying information will be changed. In discussions with others who may assist in interviewing collateral sources, names are not changed.

**Fees:**

Fees are based upon an hourly charge withdrawn from the 2,500.00 retainer. Dr. Mullen's hourly charge is \$150.00. *If there is a trial or if Dr. Mullen is called upon to be deposed, you must pay \$300.00 per/hour for her preparation time, travel time, and appearance for testimony.* Note that she reserves the right to increase fees with appropriate notice to you. Also note that fees for an assessment of this type are usually not reimbursable by health insurance. Fees are based on services including; interviews, review of records, test interpretation, telephone conversations, report preparation, dictation, and court preparation; in other words, any time expended in association with this evaluation.

A typical evaluation will cost between \$3,000.00 to \$10,000.00. In some cases, time will have been expended by Dr. Mullen prior to your receipt of this document. Fees are charged retroactively from the time that her services are initially requested and a file is opened. *These fees do not include monies for work done after the evaluation is completed, such as additional correspondence, deposition and/or trial preparation and testimony.* If the parties choose to discontinue my evaluation, I will refund any unused portion of any retainer or pre-paid fee promptly upon receipt of written request from the party or parties who have made the payment.

If, in Dr. Mullen's judgment, it is advisable that she consult with other mental health professionals, attorneys, or other professionals for purposes other than collateral information, time expended by her in such consultations will be billed to your account. Any fees charged to Dr. Mullen by those with whom she consults will not be passed along to the person (s) financially responsible for the cost of the evaluation. If another professional is consulted for the purpose of a collateral interview and it is their office policy to charge for such interview time, the cost of this professional's time will be passed on to the person (s) financially responsible for the cost of the evaluation.

Record keeping requirements of forensic work make it necessary to log each telephone message and made a record of even the briefest telephone call. For this reason, there will be a minimum charge of \$15.00 charged for any phone contact. All phone contacts will be charged at a prorated rate of \$150.00 per hour.

Once an evaluation has been concluded, fees paid may be reapportioned according to the attorney's negotiation or the Court's direction. However, while the evaluation is in progress, fees will not be apportioned by Dr. Mullen based upon what was done and for whom. All work relating to the assessment is done in order to obtain as much relevant information as possible and cannot be viewed as work done for one party or for the other. Similarly, fees cannot be reapportioned in a manner that involves assigning financial responsibility for fees associated with other services to the other party.

There may be times when an individual being evaluated will be required to pay fees for time expended by Dr. Mullen in obtaining and reviewing information that the individual would have preferred that she not obtain or review. Similarly, there may be times when the financially responsible party (parties) will be required to pay fees in connection with the evaluation of a third party whom the financially responsible party (parties) would have preferred she not evaluate.

If it should become necessary for Dr. Mullen to report allegations of abuse/neglect to the Department of Social Services, the financially responsible party (parties) will be billed for any time expended in being interviewed by DFCS, etc.

The actions of either party may make it necessary for Dr. Mullen to make phone calls and/or write letters. In calculating fees for her services, no distinction is made between time expended in administrative matters and time expended in evaluation activities. Fees for time expended in administrative activities are apportioned in the same manner as other fees. This includes time expended in addressing fee-related matters.

It is to your advantage to organize any materials you submit for Dr. Mullen's consideration. You are paying for her time and more time is required to review material if it has been poorly organized. Any items submitted to Dr. Mullen should be clearly identified with your name. This is particularly important in the case of photographs, audiotapes, diary pages, and notes. Any item submitted for Dr. Mullen's consideration will not be returned. All items submitted for Dr. Mullen's consideration will be placed in her file.

The performance of evaluation related services by Dr. Mullen does not cease with the issuance of the report. Fees for all post-evaluation services such as correspondence, phone time, attendance at conferences, review of court orders, etc. are the responsibility of the party requesting the services, unless other arrangements have been made. In the case of post evaluation services performed for the Court, it is assumed that fees will be paid for by the financially responsible party (parties) identified in the court order.

*If there is a trial or if Dr. Mullen is called upon to be deposed, you must pay \$300.00 per/hour for her preparation time, travel time, and appearance for testimony.* The scheduling of Dr. Mullen's testimony will be done in consultation with her and with appropriate recognition of possible conflicting personal and professional commitments. It is Dr. Mullen's policy to be provided with notice of appearance indicating the approximate time of testimony. She will reserve this time for you and your attorney. If you need Dr. Mullen's testimony, you will pay for either one-half day or one full day of her time. In this way, people toward whom Dr. Mullen has other commitments will not be inconvenienced as often happens in "stand by" testimony. When you reserve Dr. Mullen's time, she is available to you at any or all of the time during that reserved time.

#### Limitations, Risks, and Services NOT Provided:

The profession of psychology has not developed specific methods and procedures for use in assessing comparative custodial fitness and neither the profession of psychology nor the State of Georgia has established specific criteria. The criteria that Dr. Mullen employs and the methods and procedures she utilizes have been chosen by her and reflect, in her

judgment, the current state of the art in conducting child custody evaluations. Any questions you have about these methods and procedures will be responded to during your initial evaluation session.

Dr. Mullen's report is an advisory evaluation to the Court. The Court is not obliged to accept her recommendations. It is also possible, though not likely, that upon completion of a thorough examination of the issues, she may be unable to offer an opinion to the Court within a reasonable degree of psychological certainty. Neither under this circumstance nor under circumstances in which completion of the evaluation becomes either impossible or unnecessary are fees for services already rendered refunded. If an evaluation has not begun, fees for time expended will be subtracted from any retainer and the balance will be refunded in a timely manner.

It is not possible to guarantee that an evaluation will be concluded by a specific date. Ordinarily, judges who have requested that forensic evaluations be performed wish to have the reports prepared prior to the commencement of trial. Though quite unlikely, it is possible that a judge will begin a trial prior to receiving Dr. Mullen's report. Reasonable steps are taken to minimize the distress associated with the evaluation process. Although some of the cases in which Dr. Mullen is involved are resolved without judicial intervention, she must presume that there will be a trial and she will conduct herself accordingly. This means that information you provide will be questioned and, at times, you may feel as though you are being interrogated rather than interviewed. In order to perform Dr. Mullen's Court appointed role, she must function as an Examiner not a therapist.

If any questions arise of a legal matter, you must consult with your attorney. It is inappropriate for someone not trained in the law to attempt to offer an opinion concerning legal matters. Dr. Mullen will provide no such opinions.

#### Psychological Testing:

It is expected that when individuals being evaluated come to Dr. Mullen's office for the purpose of taking psychological tests, they will arrive unaccompanied. Spouses, children, companions, and friends can serve as sources of distraction. If someone must transport the test-taker, that person will be asked to leave and not return until the test-taker has completed all testing.

#### Submission and Retention of Documents:

Your attorney will often be able to anticipate what documents an evaluator is likely to require. Obtaining pertinent documents prior to the beginning of the evaluation will expedite the evaluative process. Documents you wish Dr. Mullen to consider must be delivered in a manner that ensures their safe transfer into her custody. It is Dr. Mullen's obligation to produce at trial all items that she has considered in formulating her opinion; therefore, her policy is to retain all documents and materials submitted for her consideration. You are strongly encouraged to make copies of any materials you intend to provide to Dr. Mullen. If you neglect to make copies and if you later require copies, you will be charged for time expended in copying these documents.

If, prior to trial, a written request is made that Dr. Mullen copy and release items in her file for examination by an attorney or by another mental health professional, the costs associated with producing these copies will be billed to you.

**Out of Session Contact:**

Out of session contact should be avoided. It is to your disadvantage to communicate information to an evaluator in an informal manner. Phone contact should be limited to scheduling appointments and addressing other procedural matters. Dr. Mullen will not accept over the phone any information deemed relevant to the evaluation.

**Obtaining Additional Information:**

Individuals being evaluated agree to authorize Dr. Mullen to obtain any documents that she may wish to examine and to authorize communication between her and any individuals who, in her judgment, may have information bearing upon the subject of the assessment. In most cases, information needed from professionals will be obtained by telephonic interview as well as review of their written file. Individuals who are likely to be advocates for one party or the other may be expected to provide information in writing. Dr. Mullen reserves the right to contact these people by phone for clarification and/or additional information.

Except in cases where information presented to Dr. Mullen may have been obtained illegally, all decisions will be made by her regarding who must be evaluated, how extensively, and what information should be obtained and reviewed. Dr. Mullen reserves the right to consider any information regardless of the manner in which it has been obtained unless it has been obtained illegally. If she is asked to consider information that may have been obtained illegally, she will follow instructions from the attorneys if they are in agreement. If they cannot agree, Dr. Mullen will request direction from the Court,

**Allegations of Abuse/Neglect:**

It must be understood that Dr. Mullen is required by law to report allegations of abuse or neglect. The penalties imposed on mandated reporters who fail to report such allegations are severe. If allegations are made, they will be reported and her action in reporting them must not be interpreted as a display of support for the individual who has made the allegations. Dr. Mullen's action in reporting should also not be interpreted as an indication that she disapproves of the alleged actions of the person who has been accused. Most importantly, it must not be inferred that her reporting of such allegations suggests that she finds them credible.

**Post-Evaluative Developments:**

If significant time elapses between the issuance of Dr. Mullen's report and the date of the trial, she may request that the parties meet with her and/or undergo some type of follow up investigation. If such a request is made, it is expected that both parties will cooperate.

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Dr. Mullen cannot promise to meet a specific deadline because she cannot tell in advance how many interviews will be required, nor can she know how flexible the parties will be regarding making themselves available to appointments she offers.

Dr. Mullen will follow the Judge's wishes as expressed verbally or in court orders regarding distribution of her report. Otherwise, it is her plan to submit her final report simultaneously to the Judge, Guardian Ad Litem, and both attorneys after it is completed. If the attorneys so desire, Dr. Mullen would be willing to meet with the attorneys individually and/or together to discuss her conclusions. If this plan is not agreeable with you and your clients, please advise her immediately so misunderstandings can be avoided.

Dr. Mullen's report will not be released until full payment for custody evaluation is received. After the report has been sent, nothing will be released from my file without a court order.

Dr. Mullen asks that you thoroughly review this document and that you seek guidance from your attorney in the event that any aspect of this document is not clear to you. The evaluation will not proceed until both parties have expressed their understanding of and willingness to abide by the policies and procedures set forth in this document. Your signature below indicates that (1) you have received, read, understood, and will abide by Dr. Mullen's evaluation and office policies and procedures; (2) you are waiving privilege with respect to any information in my file concerning this matter; and (3) you are authorizing the release by Dr. Mullen of information, including her evaluation report, to the Court, attorneys, and other parties to which she has been directed to release the report by the Court.

It is not to be inferred that you agree with Dr. Mullen's policies or procedures. By signing this document, you are not waiving any rights you may have to raise objections to any policies and procedures.

Though this copy must be signed and returned to Dr. Mullen, you are urged to make a photocopy and retain it for your references during the course of the evaluation.

Shannon D. Mullen, Ph.D.

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Your signature

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Date

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Print your name