

Joel D. Walton, M.A., LMFT

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Agreement for Child Custody Evaluation – Family Code §3111

1. Order for 3111 Evaluation

a. I understand that Mr. Walton has been appointed by the Court to conduct a **Child Custody Evaluation under Family Code §3111**. I acknowledge that this process is **an evaluation only and not therapy, counseling, or mediation in the traditional sense**. The scope of this evaluation is **limited to the specific issues identified by the Court**, and its purpose is **to assist the Court rather than to provide treatment or resolve disputes between the parties**.

2. Psychometric / Psychological Testing

a. I understand that no psychometric or psychological testing shall be conducted unless specifically ordered by the Court. If testing is ordered at the request of Mr. Walton or by the Court, such testing shall be referred out to a qualified licensed clinical psychologist.

3. Parent-Child Observation

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

4. Non-Confidentiality / Waiver of Privilege

a. I understand that this is a **forensic evaluation and not a therapeutic service**. Consequently, **no therapist-patient privilege or confidentiality applies**. All information disclosed may be included in the written report and relied upon in court testimony.

5. Interview of Child(ren)

a. I understand that Mr. Walton shall interview child(ren) individually and only conduct joint sibling interviews when, in his professional judgment, it serves the best interests of the child(ren).

6. Collateral Contacts

a. I understand that Mr. Walton shall contact and consider all relevant collateral contacts at his discretion.

7. Review of Documents, Letters, Reports, Emails, Photographs

a. I understand that Mr. Walton shall review all documents submitted only upon verification that identical copies have been provided to the opposing party or attorney.

8. Ex Parte Contact

a. I understand that no party or attorney shall initiate ex parte contact with Mr. Walton regarding the merits of the case without written notice to the other party and opportunity to be present or receive copies of all communications unless otherwise stipulated in writing.

b. This prohibition applies equally to Minor's Counsel unless otherwise ordered by the Court.

c. Each parent shall be afforded an equal number of individual evaluation sessions.

9. Refusal to Attend / Participate

a. I understand that should either party refuse or fail to participate after reasonable notice and opportunity, Mr. Walton may proceed and issue a report to the Court noting such non-cooperation.

10. Mutual Agreement Between the Parties

a. If the parties reach agreement during the evaluation and Mr. Walton believes the agreement serves the best interests of the child(ren), he may report such agreement to the Court and terminate further evaluation without providing a final report.

11. Child Custody Evaluation Report

a. I understand the report shall include at minimum:

- i. Identification of the parties
- ii. Collateral contacts and documents reviewed
- iii. Each parent's goals and concerns
- iv. Domestic violence and substance abuse issues
- v. Recommendations on identified issues
- vi. Parenting schedules

- vii. Legal and physical custody recommendations
- viii. Any additional recommendations as deemed appropriate

- b.** I understand the custody evaluation process is **non-confidential in nature**.
- c.** I understand Mr. Walton may communicate with relevant professionals connected to the case.

12. Fees

- a.** Fee is **\$200** per 50-minute session for all services related to the evaluation including interviews, collateral contacts, document review, research, and report preparation.
- b.** A **\$5,000** deposit is due two weeks prior to the first session.
- c.** The deposit does not represent the total evaluation cost.
- d.** Additional deposits may be required when remaining funds drop below **\$1,000**.
- e.** Services shall not continue without replenishment of deposits.
- f.** Any excess deposit shall be refunded upon completion.

13. Cancellation / No-Show / Late Arrival

- a.** Missed sessions without 48-hour notice are billed at full rate.
- b.** Arrival over 10 minutes late is billed at full session fee.
- c.** I understand that **any late arrival by any party** shall result in the **full scheduled session fee being charged**, and the session may be shortened or rescheduled at the Evaluator's discretion.

14. Testimony

- a.** Subpoenaed testimony or depositions shall be paid 14-days in advance:
 - i. Morning subpoena: full 8-hour day
 - ii. Afternoon subpoena: 4-hour minimum
 - iii. All preparation and travel billed at **\$200/hour**
- b.** Five business-day cancellation required for refund eligibility.

15. Legal Advice

- a.** I acknowledge I have been advised to seek independent legal counsel and have either done so or voluntarily waived that right.

16. Collection

- a.** I understand unpaid balances may be referred to collection or legal counsel with disclosure of identifying financial information.

17. Indemnification and Hold Harmless

a. The parties agree to **indemnify, defend, and hold harmless** the Evaluator from all claims, licensing complaints, administrative actions, subpoenas, disparaging public comments, and legal proceedings arising out of the evaluation, **except in cases of proven gross negligence or willful misconduct**.

18. Mandated Reporter

a. Pursuant to California Penal Code §11108, the **Evaluator** has a duty to report child abuse, threats of harm, and elder abuse as well as any other mandated reporting requirements.

19. Electronic Recording Prohibited

a. No person shall record any session by audio, video, or electronic device.

20. Records & Subpoenas

- a. All records are the property of the Evaluator. Release requires court order or mutual written consent unless otherwise required by law.
- b. The Evaluator may seek court guidance regarding subpoenas.

21. Limited Use of Evaluation

a. This evaluation is prepared solely for the present family court matter and shall not be used for any other legal, civil, criminal, or administrative purpose.

22. Court Discretion

a. All recommendations are advisory only. The Court retains full and sole discretion.

23. Agreement

a. I have read and understand all provisions and voluntarily agree to the terms herein.

Agreement signed **Together** ___ (*Single Document*) - or - **Separately** ___ (*Multiple Documents*)

Parent Signature : _____ Date: _____

Parent Signature : _____ Date: _____

Joel D. Walton : _____ Date: _____