



Michael W. Sanders, PhD

Child & Family Clinical & Forensic Psychology
Rule 31 Listed Family Mediator

STIPULATION FOR PARENTING/VISITATION EVALUATION (CHILD CUSTODY EVALUATION) AND INFORMED CONSENT TO PARTICIPATE

- 1) The parties hereby stipulate to the appointment of Michael W. Sanders, PhD as the Court's Expert to conduct a parenting/visitation evaluation (also called a child custody evaluation). The purpose of the evaluation shall be for making non-binding findings and recommendations to the parties and the Court regarding a parenting plan, considering the health, safety, welfare and best psychological interests of the child(ren) with regard to the disputed custody and visitation issues. Each party understands that Dr. Sanders' role is to assist the Court and not to serve as an advocate, a therapist or to assist the interests of either party. **It is understood that there is no confidentiality or patient privilege as there would be in psychotherapy.**
- 2) The parties or their attorneys, if represented, shall provide information to Dr. Sanders as to the scope of the evaluation and whether it is to be a comprehensive or a Brief/Limited/Solution Focused Evaluation. The parties and their attorneys are responsible for providing Dr. Sanders with copies of any court orders or stipulations specifying any limits or areas of focus for the evaluation.
- 3) The parties are ordered to cooperate with Dr. Sanders on all matters relative to the evaluation including, but not limited to, the following: the parties agree that all family members will be made available for interviews individually or in any combination the evaluator deems necessary. Additionally, the evaluator may contact any other persons who may be possible sources of useful information. All members of both parties' households and significant others must be made available for interviews. At the evaluator's discretion, he may have joint or ex-parte communication with counsel. Ex-parte communication with counsel shall be limited to non-substantive matters, such as discussing evaluation procedures or fees. Various psychological tests will be administered to both the children, parents and significant others. At the evaluator's discretion, the parties will submit to any drug/alcohol testing at their expense. This may include reporting to an independent lab to provide requested samples.

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OFFICES

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CONTACTS

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4) The parties agree to sign any and all Releases of Information necessary to obtain collateral reports about themselves or the child(ren). The releases will be provided directly to the clients and not their counsel. The clients have the right, and are encouraged, to consult with their counsel about signing the Releases of Information.

Each party hereby waives all statutory and non-statutory privileges so as to permit the evaluator to have access to health, mental health, education, employment, police and other similar records. Each party hereby waives all statutory and non-statutory privileges so as to permit the evaluator to confer with health and mental health care providers, educators, employers, police, and other persons whom the evaluator believes may be necessary for the purpose of performing the evaluation, and for them to confer with the evaluator. Dr. Sanders may disclose information about the parties or the minors for the purposes of collecting information for the evaluation.

Each party hereby waives the psychologist-patient privilege, the constitutional right to privacy and any other statutory or non-statutory privileges (to the extent otherwise applicable) so as to permit Dr. Sanders to disclose any observations or communications obtained in the course of the evaluation or any other information, recommendations and reports prepared by Dr. Sanders. This provision shall not constitute a waiver of the attorney-client privilege or work product doctrine belonging to the parties and/or their counsel.

Each party and their counsel acknowledges that Dr. Sanders, as a licensed Clinical Psychologist, is required to release information to Children's Protective Services or law enforcement where required to report suspected child abuse and/or neglect, elder abuse or threats to harm one's self or another person, or warn a potential victim of danger, or to cooperate with their investigation of such issues.

5) In order to be able to gather relevant information, the parties agree that any information that is revealed to the evaluator may or may not be explored with both parties and potential informants. Further, the information may or may not be included in the report, which will be sent to the Court, counsel, and parties in proper. Any records, documents, audio or videotapes, etc. to be shared with Dr. Sanders by a parent should come only by way of their respective attorney, to insure that all rights for rebuttal evidence are maintained. Dr. Sanders shall not be responsible for insuring that all information provided to him by the parties, or their attorneys, has also been provided to the other party, or attorney.

6) The parties or their attorneys, if represented, are responsible for providing Dr. Sanders with their current contact information, including addresses, phone numbers, fax numbers and email addresses. For timely communication between

Dr. Sanders and the parties and their attorneys, it is agreed that electronic communication, including fax and email, may be utilized. The parties and their attorneys are aware that there may be inadvertent misdirected communication and agree that Dr. Sanders shall not be held liable for any misdirected communication.

7) It is further stipulated that the report, including all attached documentation, be received into evidence without foundation, and without objection to hearsay, subject to cross-examination and the right of the parties to challenge the findings and conclusions of the evaluator and to examine him at an evidentiary proceeding.

8) The fee for conducting a comprehensive parenting/visitation evaluation involving one child is \$8,000.00 and \$2,000.00 more for each additional child. A charge of \$1,000.00 will be added for each stepparent/significant other. Generally, the cost is split between each parent. All fees are to be paid in full by cashier check or money order prior to beginning the evaluation. The fee for court appearances or depositions is \$2,000.00 per half day, paid at least one week in advance of the court date, by the party calling the witness. This fee reflects preparation time and includes time "on call" or other reserved time. The fee for court appearances or depositions should be paid by cashier check or money order and is nonrefundable. Should the party/attorney who is requesting Dr. Sanders fail to make this payment, Dr. Sanders will not be required to attend the deposition/court hearing. Should testimony continue into subsequent half-days, payment is to be made within 7 days at the same rate and manner. If Dr. Sanders is requested to review his deposition transcript, the attorney or party requesting his appearance at the deposition is responsible for providing a copy of the transcript at no cost to Dr. Sanders. The fee for review is \$10 per page and shall be paid by cashier's check or money order at the time the transcript is provided. The parties and counsel understand that Dr. Sanders may only be called upon to testify as an expert witness and not as a percipient witness.

The parties involved will be charged \$300.00 per hour for any missed appointments or appointments canceled without 48 hours prior notice, except in the case of unexpected illness. The charge for missed or canceled appointments will be based on the amount of time set aside for the appointment.

Dr. Sanders shall be reimbursed for all expenses in connection with the evaluation and subsequent testimony. Such expenses shall include Dr. Sanders' costs for reasonable attorney's fees in connection with or arising from his involvement in this case.

In the event that either party or their attorney requires a copy of Dr. Sanders' file, that party will advance payment for the costs associated with copying the file, plus \$300 per hour for time spent preparing and sending the file. Any request/subpoena for a copy of the records must be accompanied by a retainer

payment of \$350. Prior to releasing the records, Dr. Sanders will advise the requesting party of the balance or credit owing for the preparation of the records. Payment for the balance owing shall be made to Dr. Sanders by the requesting party, via cashier check or money order, prior to the release of said records. Records may be provided in either electronic or paper copy form, at the discretion of Dr. Sanders.

In the event that Dr. Sanders is ordered by the Court to produce or create any special record or material that does not already exist in whole or in part, then the requesting party shall advance Dr. Sanders a retainer payment of \$600 for each such request. The retainer payment must be received by Dr. Sanders before he is required to begin preparation of such materials/records. After Dr. Sanders has finished preparation of these materials/records, he will notify the requesting party of the balance or credit owing for completion of these records. Payment of this balance owing shall be made to Dr. Sanders by the requesting party prior to release or production of these records. Preparation of these records/materials will be billed at the rate of \$300 per hour.

9) The parties agree that they shall indemnify and hold the evaluator harmless from any work performed in connection with the parenting/visitation or child custody evaluation, including but not limited to testimony, reports, or testing. The evaluator is not responsible for the outcome of the legal proceedings. The evaluator will be engaged in an arbitral function for the Judiciary and shall be entitled to all common law and statutory indemnity. If any suit is brought contrary to this provision, the party bringing suit shall pay Dr. Sanders' attorneys' fees at the rate normally charged by his attorney.

10) Dr. Sanders has the right to have ex-parte communication with the Court only if it is necessary to secure the safety of the minor(s), the parties, or this evaluator.

11) Dr. Sanders may discuss this case with other professionals, without revealing names or other identifying information, for educational or consultation purposes.

12) Dr. Sanders has the right to withdraw from this matter for good cause at any time prior to releasing a report. Good cause may include, but is not limited to, illness or becoming aware of a conflict of interest. The parties, their counsel and Dr. Sanders agree to promptly disclose any conflict of interest. After withdrawing from the case, Dr. Sanders may no longer be compelled to testify at deposition or hearings in this case, or any related matter. The Court may determine if any materials in Dr. Sanders' file may be released to a subsequent evaluator, the parties, counsel or the Court. Dr. Sanders shall be entitled to payment for all work performed up until he could have reasonably discovered the conflict. Work performed until that time will be billed at the rate of \$300.00 per hour and any

credit owing will be returned to the respective parties. After withdrawing from this matter, Dr. Sanders shall retain all court ordered and statutory quasi-judicial immunity.

13) The report will be provided to counsel, parties in pro per and Guardian ad Litem. It is further stipulated that the report may be sealed and shall not be inspected by anyone other than counsel of record, the parties and any child custody evaluator and no additional copies shall be made and/or distributed without prior order of the Court. Counsel may discuss and/or review the contents of the report with the parties but may not give the parties the original report or a copy of it. This provision is designed to limit exposing the minor(s) to the contents of the report.

14) Each party acknowledges that he/she has read, understands, and has had an opportunity to confer with his/her attorney about this stipulation.

15) This order/stipulation may be signed in counterpart and may be signed via fax signature, which shall be as valid as the original.

16) If any portion of this stipulation is held by a court of competent jurisdiction to conflict with any federal, state or local law, and as a result, such portion is declared to be invalid and of no force and effect, all remaining provisions of this stipulation shall otherwise remain in full force and effect.

WE AGREE TO THE ABOVE

Petitioner (print name)	Signature	Date
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Petitioner's counsel (print name)	Signature	Date
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Respondent (print name)

Signature

Date

Respondent's counsel
(print name)

Signature

Date

Minor(s) counsel
(print name)

Signature

Date

Case Number: _____

ORDER

IT IS SO ORDERED.

DATED: _____