

CHILD CUSTODY EVALUATION ADVISEMENT FORM

Parent / Co-Parent Names: _____

Children's Names: _____

I, the undersigned, understand that the Court has appointed Cecilia Powers, LCSW-S, to conduct a Child Custody Evaluation regarding the above-named child or children. Cecilia Powers, LCSW-S, will be referred to as the "Evaluator". I understand the particular individual named to conduct the evaluation has been designated by the Court and/or by a formal agreement between the parties.

I further understand that meetings and interviews with the Evaluator are for the purpose of assisting the Court and the parties involved in making decisions in the best interest of the child or children involved. I acknowledge that the evaluation is intended to be thorough, objective, independent, and in conformity with recognized best practices at the time this evaluation is conducted, as appropriate to the specific situations of this case, as well as in compliance with the Court Order and the Texas Family Code, Subchapter D. This will include interviews with all full-time or part-time residents of your home. This will also include a thorough assessment of family dynamics, parenting capacity, and factors impacting the child(ren)'s welfare.

I understand that the Evaluator will attempt to obtain all relevant information from all sources needed to address the issues before the Court. I understand and acknowledge that the Evaluator will use their professional discretion in making any and all decisions regarding who must be contacted, how extensive those contacts will be, and what information shall be obtained and reviewed. I understand it is my responsibility to review any documents I send to the Evaluator with my attorney. I recognize this includes a review of any previous evaluations or home studies if such reports exist. The only data that will not be produced without a court order is a copy of the unredacted file from the Department of Family and Protective Services and recordings of the children's interviews.

I understand that although I may be providing payment to the Evaluator, she is working for the Court under court appointment, and the outcome of the evaluation may or may not be in favor of my position or be something that I agree with. I recognize that I may refuse to participate in the evaluation, and I acknowledge that the nature and extent of the consequences of such refusal to participate should be discussed with legal counsel.

I further understand that it is my responsibility to inform the evaluator beforehand if my preferred language is anything aside from English, so the evaluator can identify a court-approved interpreter. I also acknowledge that it is my responsibility to let the evaluator know the pronoun by which I prefer to

be called or used in the evaluation (i.e., she, he, ze, xe, etc.), as well as the pronoun for those members of my household, including the child or children in question.

I understand that there is no audio or video recording of the Evaluator during any interviews with adults or children, while in the home, or at any other time for any purpose.

I understand that if I homeschool the child(ren), then it is my responsibility fully to send any and all documentation and records to the Evaluator regarding the homeschool.

I also understand that I am responsible for ensuring that any personal references or witness statements provided to the evaluator on my behalf understand that their information is not confidential. Furthermore, any information obtained may be shared with the court, attorneys of record, and parties representing themselves. I understand I must ensure that any adult in my home—whether full-time, part-time, or otherwise involved in the case—reads this Advisement Form and the Notice of Privacy Practices, so they are aware their participation is not confidential. This ensures they understand that all information submitted to the evaluator, whether in writing or through personal interviews, is not confidential. As required by the Texas Family Code, all adults living in the home or with substantial contact with the child will need to participate in the evaluation and sign an authorization to release information. I also understand that it is my responsibility to notify the parents of any child who is interviewed as part of the child custody evaluation, such as the co-parent of half-siblings and step-siblings.

I understand that although the evaluator's services may be paid for by one or both parties, the evaluator works for the Court. The outcome of the evaluation might or might not align with either party's preferences or expectations. If a participant refuses to take part or fails to provide requested information, this may be noted in the evaluation and could influence the evaluator's conclusions.

PAYMENT METHOD, FEES, AND POLICIES:

I understand that a retainer covering the full evaluation fee is due in advance. The Court may require each participant to pay an equal share of the fees, assign one participant to pay the entire fee, or order a disproportionate split of the evaluation costs. At least half of the retainer must be paid before scheduling the first interview, with the remaining balance due at or before the first interview. Payment can be made by Zelle, money order, check, or cash. Payment can be mailed or dropped off at the evaluator's office, with prior notice. Credit card payments will incur an additional 3% service fee. Checks or money orders should be made out to Cecilia Powers, LCSW-S. Returned checks will incur the maximum fee allowed by law. I understand that I am responsible for any and all fees incurred by the Evaluator related to the case, as well as any work performed by the Evaluator related to the case. I acknowledge that this retainer may be increased based on the number of additional individuals to be interviewed, the need for an extensive records review, or other case-specific factors, and that any additional amount is due upon billing and before the report is submitted to the Court.

I understand that a completed evaluation is billed at a flat rate. This base rate covers interviews of up to five people (adults and/or children) involved in the case. There is an additional charge of \$125 per person for each additional individual to be interviewed beyond the first five. Fees related to children who are part of the case will be split equally between the parties, and fees for other individuals not named in the

court order—such as siblings, spouses or partners, roommates, or other adults living in your home—will be assigned to the parent or party with whom they are associated. These fees will be explained and provided to you before the evaluation starts. The base rate also includes the standard number of appointments (orientation, individual interviews with the involved parent or client, one home visit, and child interviews), as well as the usual document review. If additional appointments are necessary, more than one home visit is required, or if more documents need reviewing than normal, the evaluator will charge extra. Furthermore, the evaluator may charge \$200.00 per hour to observe a hearing or participate in meetings or conference calls with attorneys or the court, with the party incurring these costs being responsible for the expenses. The evaluator will inform parties promptly of any additional fees incurred during the evaluation.

The base rate includes collecting standard collateral information, reviewing basic documentation, and preparing a report for the Court. It does not cover reviewing depositions, Child Protective Services records, or any other substantial records review exceeding one hour per party. It also does not include fees for administrative or other hearings related to this case. Records themselves may incur fees, which will be invoiced equally to each party. The evaluation will not be filed with the Court until all fees are paid in full. Unless specified otherwise, any additional work is billed in quarter-hour increments at the standard hourly rate noted below.

Base Rate (per party)	Additional Interview Charge (per party)	Standard Hourly Rate for Evaluations
\$2000.00	\$125.00	\$150.00

Unless specifically ordered by the Court, fees for services will be split between the parties. If the case settles or my services end before completing a report to the court, refunds will be based on actual time worked on the case, billed at the standard hourly rate, including all administrative time. Refunds will only be issued if there is a remaining retainer on account, and only up to the amount of that retainer. Requests for refunds must be made within 60 days. If one side fails to pay in full, reimbursement issues may need to be addressed by the Court. Refunds are only available for evaluations that have not been completed. If a case settles before completing the evaluation, a \$500 non-refundable fee will be charged to cover administrative costs. Additionally, there will be a charge of \$150 per hour for all work completed before the case is settled. Clients and/or attorneys must provide a copy of the signed agreement, or all parties and attorneys must agree in writing that the evaluation order is canceled. All refund requests must be made in writing and within 60 days of the final order or the filing of the agreement with the court. Refunds are not available for cases that are inactive for one year after payment.

OTHER COSTS:

I understand that each party will be responsible for any fees related to obtaining third-party records or other information for the evaluation. I acknowledge that if this case settles, costs for postage, copying records, and other administrative expenses will be deducted from the retainer. I understand that administrative tasks are billed at the standard hourly rate and that copies of records produced by Cecilia Powers, LCSW-S, are billed at the same rate charged by the Grayson County District Clerk’s Office.

I further understand that, pursuant to recent changes in Texas law (HB 2340) requiring the redaction of all children's dates of birth and Social Security numbers from records, additional time and administrative work may be required to process records requests and disclosures. Any costs associated with required redaction, including staff time and administrative processing, will be billed to the requesting party and may result in increased fees for records requests.

Additionally, I recognize that canceling any appointment with less than 72 hours' notice will result in a one-hour service fee. Once the report is filed, any requested updates will be billed at the standard hourly rate, with a minimum four-hour retainer paid in advance. After submitting a final report to the Court, I will no longer have direct contact with the parties unless the Court orders an update.

I understand that the court must order any updates to a child custody evaluation, and the fee for the update will be determined at the time the update is requested. The fee will also depend on how much time has passed since the original evaluation and the reasons that justify the update.

UNANTICIPATED COSTS:

I understand and acknowledge that unanticipated circumstances may necessitate additional hours of service beyond the estimated retainer hours. These include, but are not limited to, additional interviews, extensive telephone contact time, additional document review, any and all procedures to assess new allegations or issues that were not included in the original retainer estimate, and other case-specific factors. Should costs rise above the retainer estimate, I understand the Evaluator will notify my attorney, and the original retainer will be revised.

TRAVEL:

I understand that interviews with adults and children will usually take place in the homes of the parties. Unless the Court has specifically ordered otherwise, reviewing each party's residence is a required part of the evaluation. There is no extra travel fee for work done in Grayson, Fannin, or Cooke Counties. If travel outside these counties is necessary, an additional travel fee may apply. Travel time is billed per hour, rounded up to the nearest 15-minute block, at half the standard hourly rate. All travel fees are paid at the time of scheduling the home visit.

For evaluations requiring airline or overnight travel, I understand that fees are charged for travel time and travel expenses. Such travel time is logged as any time spent between the originating airport and hotel and the return from the hotel to the originating airport and is charged as noted above. Travel expenses include the full expense of the airfare, a hotel room, and a rental vehicle with fuel reimbursement or taxi fees, tolls, parking expenses, and any additional travel expenses related to the evaluation. An additional travel retainer will be calculated based on expected travel time and expenses and is due before any travel arrangements are made. There is no refund on travel expenses, should the case settle before the travel occurs, and after travel arrangements have been made. Any and all additional travel fees beyond the retainer are due immediately upon receipt.

COURT APPEARANCES:

I understand that if my attorney or I request a court appearance, deposition, or participation in any settlement conference with the Evaluator, an additional fee of \$250.00 per hour will be charged, with a

minimum charge of four hours for personal appearances. Each day that an appearance is necessary is a separate minimum charge of four hours. Attorneys are required to send a subpoena for court testimony; however, subpoenas can be sent via email as service is not necessary. Additionally, there are travel fees based on time for areas outside of Grayson, Cooke, and Fannin Counties. Such fees are due at least two weeks before the scheduled appearance and are non-refundable within one week (7 days) of the scheduled appearance, as Cecilia Powers, LCSW-S, must clear her schedule whether the hearing occurs or not. Please note: If an appearance request is received with less than two weeks' notice but more than one week's notice, the appearance fee is due immediately, and an additional \$500.00 express charge will be applied. Cecilia Powers, LCSW-S, is unable to appear at court with less than one week's notice due to scheduling conflicts. I acknowledge by signing this document that failure to provide the specified fee constitutes a release from the requested appearance.

Finally, I understand that all outstanding fees must be paid before the evaluation is completed. If any fees remain unpaid, the evaluator will withhold my copy of the report from my attorney or my self-representing clients until those fees are fully paid. Additionally, there will be a fee for requests for the evaluator's completed file, based on the number of pages requested, and payment is due before records are provided. All requests for the evaluator's file must be submitted in writing by attorneys or clients who represent themselves, and opposing counsel will be notified of the records request. However, I understand and acknowledge that the child custody evaluation file will not be produced until after the report is completed and provided to the attorneys, unless ordered by the court.

CONTACTING THE EVALUATOR:

Outside of the initial telephone contact regarding scheduling, communication to the Evaluator should occur in writing to the e-mail address or mailing address. The Evaluator may respond in writing or by telephone as deemed appropriate. The Evaluator will generally only discuss administrative issues regarding the evaluation with the parties and their attorneys directly and telephonically.

RECORDING OF APPOINTMENTS:

I understand there will be times when the evaluator will record my interviews for transcription purposes. The evaluator will provide notice if my interview is recorded. However, I understand that per the Texas Family Code 107.112 (b-1), the evaluator shall create an audiovisual recording of all interviews with the child or children involved in the suit. I also understand that this recording is confidential and may not be released except by Court Order.

USE OF ARTIFICIAL INTELLIGENCE:

I understand and acknowledge that the evaluator may use artificial intelligence (AI) tools to assist with drafting parts of the report. The use of AI aims to improve the efficiency of the evaluation process, and the evaluator carefully reviews and verifies all AI-assisted outputs for accuracy. The evaluator does not include confidential or identifying information in AI tools. However, the assessments and conclusions are made solely by the evaluator, who is responsible for the report's content and for identifying and mitigating biases that may be present in such tools.

SERVICES NOT PROVIDED: HOW MY PROTECTED HEALTH INFORMATION (PHI) WILL BE MANAGED WITHIN MY EVALUATION:

I understand and acknowledge that the Evaluator is not providing, nor am I requesting, therapy, counseling, or any form of treatment. If these or other service needs arise during the evaluation, appropriate recommendations will be made. I understand that the Evaluator is not offering mediation, therapy, parenting coordination, parenting facilitation, or any other service outside of a Child Custody Evaluation. I also understand that if the Court or attorneys ask the Evaluator to participate in a settlement conference, it will be solely as an evaluator and only to clarify, explain, or communicate the results of their evaluation and report.

I understand that the Evaluator is not a lawyer and that if I have legal questions, I should consult an attorney. I recognize that it is inappropriate for someone who is not an attorney to answer legal questions, and I cannot ask the Evaluator to do so. I agree to provide my attorney with copies of any information I give to the Evaluator to ensure proper discovery procedures. I understand that my attorney must approve any electronic records I submit. I also understand that the Evaluator will not review any audio or video recordings unless all parties have been given copies, all parties have consented in writing, or the Court has ordered such a review. Should I provide any audio/video recordings, text messages, emails, or other documents, I will have an explanation as to why I believe it is important to send them to the evaluator.

HOW MY PROTECTED HEALTH INFORMATION (PHI) WILL BE MANAGED WITHIN MY EVALUATION:

I understand that I will be asked to sign a separate, more thorough Privacy Policy before the onset of my evaluation that is specifically related to myself and my minor children. However, I also understand that for most forensic services, there is an exception in federal law regarding access to PHI. I understand that I can review CFR 164.524(a)(ii) regarding exemption for “[i] information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.” That said, I understand that litigants who have completed a child custody evaluation generally have the right (unless otherwise restricted by the court) to be provided copies of all information in the evaluator’s possession regarding their case once the evaluation has been completed and published with the court and produced to the attorneys of record. As this service does not generate PHI but may collect it, the evaluator cannot alter the information in the records she receives. I will need to contact the original creator of those records to make corrections. I further understand that the evaluator does not provide services in her practice wherein PHI is created. I also understand that in most cases, records and/or PHI can be sent as electronic files via email, on USB/CDs, and paper copies sent via mail and fax. Most records are stored as digital copies; however, I understand some records will be stored as hard copies, and the evaluator adheres to all HIPAA regulations regarding the storage of PHI.

PROFESSIONAL PRACTICE STATEMENTS: ORGANIZATIONS

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide information about filing a complaint. An individual who wishes to file a complaint against a Licensed Social Worker may do so with

Agency: Texas Behavioral Health Executive Council (BHEC)

Mail: 1801 Congress Avenue, Ste. 7.300, Austin, Texas 78701

Phone: 1-800-821-3205

Website: <https://bhec.texas.gov>

The evaluator's license can be located by searching for Cecilia Powers, Licensed Clinical Social Worker-Supervisor #59137, on the Texas Behavioral Health Executive Council's website. Additional information on the complaint filing process is available there. I understand and accept that the outcome of the evaluation may or may not support my position or align with my views. I recognize that complaints about the evaluation's conclusions or recommendations should be directed to the Court, as the licensing board handles only complaints about violations of licensing rules and regulations.

I understand that Cecilia Powers, LCSW-S, is the custodian of records.

ORGANIZATIONS:

Ms. Powers participates in the following groups or organizations:

- Association of Family and Conciliation Courts (AFCC) and the Texas Chapter of the AFCC
- National Association of Social Workers (NASW) and the Texas Chapter of NASW
- Forensic and Coparenting Services (FACS)
- Texas And Family Forensics (TAFF)

Her office is next to attorney Mr. Jackie VanZant.

Ms. Powers works closely with Mr. Bradley Craig and Between Two Homes

INSURANCE STATEMENTS:

I understand that none of the services provided to me in this case are covered by insurance, as the evaluation is for legal (not treatment) purposes and is not therapy.

I have been informed and I understand that any communication or statements made by me or the children will NOT be privileged or confidential and that:

- The Evaluator may be required to testify in open court in the course of the litigation. Any information provided to the Court may become public record.
- The Evaluator must prepare a report for the Court and the attorneys of record. A copy of the written report and the materials submitted to the Court are also given to the attorneys of record and clients who are representing themselves at the time the report is filed.
- All information, including but not limited to text messages, audio/video recordings, and any other electronic documents, provided to the Evaluator will become part of the Evaluator's records and will be available for review by the attorneys of record and clients who represent themselves. After the report is filed, information will be released upon written

requests from attorneys or clients who represent themselves.

- The evaluator may consult with mental health professionals, medical doctors, dentists, educators, child care personnel, personal references, other government agencies, attorneys of record, and any other individuals who have or need information directly related to the evaluation, as necessary.
- All employees and those contracted for services by the evaluator are required to adhere to the same privacy practices, confidentiality, and ethical standards of the evaluator and have signed written agreements.
- The evaluator frequently works with graduate interns, students, and mental health professionals who are training to conduct child custody evaluations. However, clients and attorneys are informed about the student's presence and are given the choice to decline or agree to the student observing the evaluation. Interns, students, and trainees are kept under close supervision by the evaluator to ensure adherence to practice standards.
- The Evaluator may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; or as otherwise required by law.

Finally, based upon the information described previously and my signature outlined below, I understand and agree to the following:

- I agree to pay all required fees for the custody evaluation as outlined above and based upon the requirements of the court order.
- I agree to pay any and all testimony or deposition fees as outlined previously.
- I agree to pay any additional fees that may surface during and/or following the completion of my report.
- I agree to sign any releases of information required during the course of the evaluation process by the Evaluator, according to the custody evaluation statute as outlined in the Texas Family Code.
- I understand that I am prohibited from audio recording or video recording any appointment involving the evaluation, and I agree to abide by this policy.
- I agree to abide by the Evaluator's communication policy regarding telephone calls and emails to exchange information.
- I agree to allow the Evaluator to record my interviews with prior notification.
- I agree to allow the Evaluator to create an audiovisual recording of the child or children involved in this suit in compliance with the requirements in the Texas Family Code.
- I agree that if I have any questions, concerns, or complaints regarding the Evaluator before, during, or after the process, I will address these issues with the Evaluator, her attorney, and/or the Texas Behavioral Health Executive counsel, as appropriate.
- I agree to comply with the evaluation process and any and all requests made by the Evaluator based on the custody evaluation statute outlined in the Texas Family Code.
- I agree and understand that after the completion of an evaluation update, the role of the Evaluator is completed, and I can no longer submit evidence or discuss future concerns regarding my case. However, if I believe the Evaluator made a significant error regarding the information documented in the report or misinterpreted something said, I will address these concerns with my attorney,

who is permitted to submit these to the Evaluator in writing. I understand it is up to the Evaluator to determine if my concerns are valid and warrant submitting an addendum to the court, attorneys, or clients who represent themselves.

After reading this form thoroughly, sign and date.

Do not sign this form unless you have read and understood it.

Signed this _____ day of _____, 20_____.

Signature _____ Printed Name _____
Parent or individual named in the suit

Signature _____ Printed Name _____
Spouse, partner, or significant other of individual named in the suit