

 *Melanie Torno, MS LPC-MH QMHP*

 730 South St.

 Rapid City, SD 57701

 (605) 718-3613

**CUSTODY/PARENTING TIME EVALUATION CONTRACT**

**I have read and understand the Custody Evaluation Procedures outlined in a separate document and I agree with custody evaluation according to the following arrangements:**

1. I understand that Melanie Torno’s fee for a Custody/Parenting Time Evaluation is $175 per hour, which includes time spent interviewing, reading and reviewing files and other documents, correspondence, report preparation, consultation with other professionals (including attorneys), all phone conversations, home visits, and any other time expended in direct association with the evaluation.
2. $5000 is paid when the custody/parenting time evaluation begins. Additional time will be required to complete the evaluation and the report and will charged at the hourly rate of $175 for all non-court related activities. Testing materials and background checks will be a direct charge to both parties. Psychological testing is contracted and paid directly to Melanie Torno, after completion of the psychological evaluation from a third party. All mileage will also be reimbursed at the rate of 62.5 cents per mile.
3. I understand that the custody/parenting time evaluation report will be delivered in a written form to both attorneys at the conclusion of hte process. I also understand that Melanie Torno will NOT have contact with either party indiviudally after delivering the report to the attorneys.
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will pay Melanie Torno, MS LPC-MH QMHP

 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the required nonrefundable $5000 deposit.

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be reposnsible for \_\_\_\_\_\_\_\_\_\_\_\_\_% of all fees, which further requests for additional funds to cover evaluation costs.
2. **CANCELATION AND NO SHOW FEES: Two** full business day is required for all cancelations. Appointments cancelled less than 1 full business day, will be charged $350 (the full 2 hour appointment time). Appointments cancelled between 1 and 2 full business days notice will be charged $175 (one half of the 2 hour apointment time). There is no charge for appointments cancelled more than 2 full business days notice. Charges for missed appointments or late cancelleations will be paid by the person who misses and/or cancels the appointment.
3. I understand that the final report and recommendations will not be prepared or released until all fees have been paid in full, including the cost of preparing the written report.
4. I undertand that any documents copied by Melanie Torno’s office will be charged to the party requesting them at $.25 per page. An administrative fee of $20 will be added to the per-page costs if the request is for copies of the entire file or significant portions of it.
5. Court appearance is by subpoena only. I understand that Melanie Torno’s fee for court appearance and court preparation is $275 per hour. A deposit of $1650 is required (4 hour day plus 2 hours preparation time @ $275 per hour). To ensure Melanie Torno’s availability, the subpoena and check for $1650 must arrive no later than 7 full business days prior to the court date. Any additional cost will be invoiced to the attorneys.
6. In the event of cancellation of the court appearance within 48 hours (2 full business days) of the scheduled appearance, the deposit will be forteited.
7. Court appearances for psychological evalation consultants are to be negotiated separately.
8. I understand that although Melanie Torno is no providing clincal services in her role as Custody Evaluator, as a licensed mental healthy professional she is considered by state law as mandated reporter. She is therefore obligated to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults; or any direct threat to harm oneself or another person.

**By signing this document, the parties and the mediator indicate that they have read this document and agree to abide by the conditions described above:**

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**Client Date**

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**Client Date**