

B. KERRY BROWN | LCSW, MSW, CBA

Providing Quality Individual, Couples, & Family Counseling,
Behavior Management Consulting, and Mediation Services

8080 NORTH 56TH STREET • TEMPLE TERRACE, FL 33617

OFFICE 813.988.4788 • FAX 813.987.9716 • PAGER 813.963.8770

www.BKerryBrown.com email: bkerrybrown@juno.com

CLIENT INFORMATION

The following information is required for client records and billing purposes. This information will be placed ONLY in your personal file and our protected computerized billing system. Strict confidentiality will be maintained to the highest ethical and legal standards. **Please complete this form in its entirety.**

Client Name: _____ Email: _____

Sex: _____ Age: _____ Date of Birth: _____ / _____ / _____ Marital Status: _____

Street Address: _____ Home Phone: _____

City: _____ State: _____ ZIP: _____ Cell Phone: _____

SS#: _____ - _____ - _____ DL#: _____ Pager: _____

Occupation: _____ Employer: _____

Business Address: _____ Work Phone: _____

City: _____ State: _____ ZIP: _____ Yearly Salary Range:

- | | |
|--|--|
| <input type="checkbox"/> \$0 - \$19,999 | <input type="checkbox"/> \$80,000 - \$99,999 |
| <input type="checkbox"/> \$20,000-\$39,999 | <input type="checkbox"/> \$100,000-\$119,999 |
| <input type="checkbox"/> \$40,000-\$59,999 | <input type="checkbox"/> \$120,000-\$149,999 |
| <input type="checkbox"/> \$60,000-\$79,999 | <input type="checkbox"/> \$150,000 and above |

Person Responsible for Payment: _____ R/ship to Client: _____

Street Address [if different than above]: _____ Home Phone: _____

City: _____ State: _____ ZIP: _____

SS#: _____ - _____ - _____ DL#: _____

Referred By: _____ R/ship to Client: _____

I certify that the information supplied on this form is accurate and correct to the best of my knowledge. I understand that payment is due at time of service. Upon request, I will be provided a receipt for services rendered with a detailed breakdown of such services performed. I further understand and agree that all broken appointments and appointments cancelled with less than 24 hours notice are subject to full charge, at the sole discretion of Mr. Brown. I understand that I am responsible for all outstanding balances. Accounts sixty (60) days or more past due may accrue interest at a rate of 2% per month. Should it become necessary for any balance to be placed for collection, I hereby agree to pay for any/all collection costs, including all attorney's fees and court costs.

Client Signature Today's Date: _____ / _____ / _____

B. KERRY BROWN | LCSW, MSW, CBA

*Providing Quality Individual, Couples, & Family Counseling,
Behavior Management Consulting, and Mediation Services*

8080 NORTH 56TH STREET • TEMPLE TERRACE, FL 33617

OFFICE 813.988.4788 • FAX 813.987.9716 • PAGER 813.963.8770

www.BKerryBrown.com email: bkerrybrown@juno.com

AGREEMENT TO ENGAGE IN SOCIAL INVESTIGATION

Dear Client,

Thank you for your request for information on the social investigation process should I be retained to serve as the Social Investigator in your case. As a Psychotherapist licensed under 491, Florida Statutes, I am trained and legally qualified to conduct the services described below. I will not, however, provide any form of psychotherapeutic treatment as a part of this process. Should you feel there is a need for such services, you agree to seek professional assistance from a clinician other than myself.

Some of the additional guidelines to be reviewed and agreed upon before this process commences include the following:

- 1. Investigator's Role:** By remaining impartial and neutral, I will endeavor to analyze and assess the many individual and family factors impacting child development and assist the court in making a decision in the very best interest of your child(ren). My purpose is to evaluate the psychological, developmental and emotional needs of each child, the parenting capacity of each prospective custodian, and the functional ability of each parent to meet the complicated needs of each child. The wishes of your child(ren), where appropriate, will also be considered. I will give each parent ample opportunity to contribute pertinent information, communicate any concerns, and demonstrate the nature of your relationship with your child(ren). I will also consider your current living, financial, employment, health, and other circumstances, as well as speak with any collateral contact(s) you believe would be helpful to my investigation. At the conclusion of this process, I will prepare a written report for the Court and your respective attorneys outlining my findings and the rationale for any professional recommendations given. My investigation will be conducted to the highest professional and ethical standards, and will be free from discriminatory bias based upon age, gender, race, ethnicity, national origin, religion, disability, language, culture or socioeconomic status.
- 2. Multiple Relationships:** As is expected by professional standards, I will not conduct a social investigation for any current or former patient(s), or any person(s) with whom a previous professional or personal relationship exists. If I become aware of such a previous relationship during the course of the investigation, I will inform the court and respective attorneys of my professional obligation to withdraw, and will refund any retainer to the appropriate parties.
- 3. Pre-investigation Communications:** Should you choose to engage my services as a Social Investigator, I will gladly discuss and clarify any information contained in this Agreement, or discuss any concerns regarding the *process* of the investigation/study. Also, as discussed in #4 below, I will discuss any concerns regarding safety or potential abuse issues with either party. I will *not* discuss with either party or either party's legal counsel any matters pertaining to the investigation itself, nor any particulars of the case itself, other than to request or clarify information needed to commence or proceed with the investigation. This ensures my neutrality and avoids the perception of bias on my part.
- 4. Safety:** You agree that if there has been any violence or domestic abuse in your relationship, or any current viable threat to you, your child(ren), or any other party to the investigation which may limit your ability to effectively participate in the investigation, you will report this to me. You may inform me either directly during any individual session or visit, or confidentially via telephone or email (bkerrybrown@juno.com). You further agree to notify your respective attorney of any concerns you may have in this regard.
- 5. Court Appearances:** You agree not to call me as a witness in any litigation or legal proceeding, nor request to use any of my records or documents for the purpose of litigation. Should anyone signing this agreement seek to compel me to provide information in a court proceeding or elsewhere, you agree in advance that this person will compensate me, at the rate of \$300/hour, for any and all time expended in response to the request for release of information, including preparation and court time, all travel time (portal to portal), plus the cost of all legal services which I may employ to defend the integrity of this investigation.

If requested by the Court, in cases of Court-ordered social investigations or home studies, you authorize me to testify to the Court regarding any/all specifics contained within my final report and/or the process of reaching my conclusions or recommendations. You also agree to split my normal compensation fee of \$300/hour with the opposing party, which shall include any and all time expended in the course of the court appearance. You also understand and agree that any Court appearance will require a retainer of \$1000.00 by each party (if Court ordered) or \$2000.00 by the requesting party (if not Court ordered), before I will appear to testify. Any unused portion of the retainer will be returned to the appropriate party or parties.

6. Mandatory Reporting: You understand and agree that, by law, when information concerning child abuse or neglect; abuse, neglect or exploitation of a disabled adult or elderly person; or the serious threatened harm to anyone, comes to my attention during the course of this investigation, I *must* notify the appropriate authorities or potential victim, if any, and not adhere to the confidentiality restrictions normally expected during the course of such an investigation/study.

7. Independent Legal Counsel: You are encouraged to avail yourselves of legal counsel if you so desire. You have the right to retain a separate and independent attorney of your own choosing to advise you of your legal rights and responsibilities during this legal proceeding. You are encouraged to talk openly with your attorney throughout the entire investigative process. You understand that I will not provide any legal services or advice.

Please complete the following in regards to your attorneys:

Participant name

Attorney Name

Attorney Phone Number

Attorney Address

8. Full Disclosure: You pledge to fully disclose all relevant information. If you have any reason to doubt the honesty, accuracy or completeness of the opposing party's disclosure of any relevant information, it is agreed that you will inform me and your attorney as soon as such concern arises. Florida law requires the completion of a Financial Affidavit by each party in a divorce proceeding. Please make arrangements to complete the proper form and make it available when requested.

9. Fees: My fee for Social Investigations is one hundred fifty dollars (\$150) per hour, billable per each 15 minutes, payable via cash, check, cashiers check or credit card. This rate shall apply to my time involved in interviews, travel, home studies, phone calls, discussions with collateral contacts, reading any pertinent documentation, conferences, preparation of final summary and recommendations, and any other time spent on your behalf. Typically, a minimum of ten to twelve (12) hours is required to successfully complete an investigation and compile a summary document. As such, a **retainer of \$2500.00 is required** before the investigation is begun. This deposit can be paid by including a check with this signed agreement, calling my office and making a credit card payment, or personally delivering a cash deposit to my office. If more time is required, you agree to pay an additional deposit upon request and upon presentation of an accounting of hours accrued to date. Any unused portion of the retainer will be returned to the appropriate party or parties.

Each of you agrees to share in the payment for investigative services according to the following percentages:

Name: _____ Percentage of Fee: _____ %

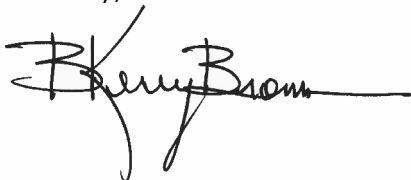
Name: _____ Percentage of Fee: _____ %

10. Cancellation Policy: During the course of this investigation, time will be coordinated with and reserved for you, or on your behalf. My full hourly fee of \$150.00/hour will be charged for all appointments which are not cancelled or rescheduled at least 24 hours in advance. This includes missed office visits, phone appointments, home visits, and interviews scheduled with you, with collateral contacts, or on your behalf.

11. Psychological Evaluation: During the course of this investigation, I will not give an opinion about the level of psychological functioning of any individual or clinically diagnose any individual without a professionally conducted psychological evaluation. If I become concerned about the psychological functioning of any individual, and have not received a psychological evaluation for that individual, I may request that the Court order such an evaluation by a qualified professional before I can complete my investigation. If such an evaluation is not ordered by the Court, or is otherwise unavailable, I may include a statement of my concerns in my written summary.

12. Informed Consent: You understand that in a Social Investigation, there is no implied or actual assumption of confidentiality regarding any information disclosed. By consenting to this investigation, you are consenting to disclosure of my findings to the Court and opposing counsel. By your signature, you consent to waive any assumption of confidentiality, whether during the investigation itself, in the submission of a written summary of findings, or in any litigation process to follow. Your signature also gives consent to allow me to contact any/all collateral contacts listed on your Social Investigation Questionnaire.

Sincerely,



B. Kerry Brown, LCSW, MSW, CBA
Licensed Psychotherapist, Social Investigator

If this letter accurately reflects your agreement to engage my services as delineated above, and all questions and concerns have been addressed, please sign your name(s) in the space indicated below. You may include a personal or cashiers check, or call my office to make a credit card payment or other arrangements. When your signed agreement and retainer of \$2500.00 is received, you will be contacted to set up a mutually agreeable time for an initial appointment. I look forward to meeting you and your child(ren), and working with both parties in the best interests of your child(ren).

Participant Name (Please print legibly)

___/___/___
DATE

Participant Signature

(_____) _____
Contact Phone Number