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OFFICE POLICIES AND DISCLOSURE STATEMENT

CIVIL COURT DOMESTIC VIOLENCE EVALUATIONS

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Thank you for inquiring about domestic violence evaluations. In the interests of clarity and to make sure that you are aware of the limitations and terms of this evaluation we have prepared the following list of policies and practices we follow. Please read these carefully to ensure that you are making an informed decision about this evaluation.

To ensure that you have had a chance to thoroughly inform yourself of these issues please initial each item as you read it. Failure to do so will result in forfeiture of the evaluation.

GENERAL DESCRIPTION

An evaluation is a cooperative effort requiring the sincere, active participation of the evaluator, the client, and all other concerned parties. We can promise to give you the best services we know how to provide and to be honest with you about our opinions and recommendations but we cannot promise any particular result or conclusion of the evaluation nor can we assume responsibility for actions you may take afterwards. When an evaluation is performed as partial satisfaction of a court order the terms and conditions must reflect responsibility to the court and, when applicable, the victim of record. These differences are reflected in the following terms and conditions.

In order to remain objective civil court evaluations are only performed for the court, for the GAL or for other objective third parties, *not for the attorneys for one party or the other*. Also in order to remain objective we do not do evaluations on clients we treat and we don't do treatment for clients we have evaluated. By agreeing to this evaluation you are agreeing that it will not be used in any way, shape, or form, directly or indirectly, in whole or in part, or by implication in a criminal case. Attempting to do so will result in immediate retraction of the evaluation and being reported to the referral source in non-compliance.

_____ (please initial)

I may choose to tape record a session. If you wish a copy of that recording you must bring your own recording device and record the session.

_____ (please initial)

FINANCIAL TERMS AND CONDITIONS

You are responsible for your own bill. All fees are due prior to the initial session. You will be expected to pay for any sessions which you fail or which you cancel less than 24-hours in advance. No refunds are made for services rendered. No refunds are made when services are terminated because of violations of these terms and conditions or by the choice of the client or the client's representatives, or other actions on the part of the client or their representative. No unused portion of the retainer is refundable.

_____ (please initial)

All sessions are fifty minutes long and cost \$150. This same hourly rate applies to any clerical, consulting and any other incidental time spent in preparation of the evaluation and must be paid prior to releasing the report. The basic cost for an uncomplicated evaluation is \$2,000, but can be more if more extensive time is needed. Time spent talking to attorneys, if it exceeds the allotted maximum total time for the entire process of 14 hours, including paperwork, will be billed at that rate and must be paid in full prior to the release of the report. Other services may be required, such as a psychological evaluation or polygraph evaluation, at an additional expense. You get one re-write only for the purpose of correcting factual errors.

_____ (please initial)

Unless you waive, in writing, the right to depose or subpoena me there is an additional fee of \$2,000. This amount will be used to pay for any court time, excess conversations with attorneys, depositions, transportation, preparation and any other costs incurred by any litigious activity, up to 14 hours more than the evaluation itself. If the costs exceed that amount you are responsible for paying the costs at the rate and in the manner described below.

_____ (please initial)

If you have chosen the option of involving me in legal actions you are responsible for paying for any and all costs associated with any court testimony or related court actions we provide in connection with your case. Because I will provide you with answers to all of your questions there is no legal, ethical or moral reason why you would subpoena me into court. Time spent in court or in a deposition will be at the rate of \$150/hour in one-day increments, \$1200 per day (\$150/hour, 8 hour days) per person, even if we are waiting but don't end up testifying. You are also responsible for \$150/hour for preparation for any of the above. Any amount not covered by the additional \$2,000 is due **prior** to the testimony. If you do not pay this amount prior to the testimony your case will be closed in non-compliance and your bill will be sent to collections. Remember, since I will answer all of the questions you provide me, there is really no reason to subpoena me in the first place.

_____ (please initial)

A fee of \$0.25/page and \$150/hour will be charged for copying records or reports other than the initial copies provided to you, your representatives, other parties involved in the litigation and the court or referral source. Using the tedious and slimy method of subpoenaing my records so you don't have to pay for them will result in an immediate and irrevocable closure in non-compliance.

_____ (please initial)

Any amount above the minimum prepayment is due before the report is released. If costs are incurred after the report is released that amount will sent to collections 30 days after the report is released. If it is necessary to do more than simply bill for services the cost of obtaining the payments will be charged at \$150/hour and, if sent to collections will be added to the amount due.

_____ (please initial)

DESCRIPTON OF AND LIMITATIONS OF EVALUATIONS

An evaluation consists of at least two individual sessions, review of all relevant records, telephone interviews with the referral sources, the victim(s) of record or other parties involved, and other relevant individuals. A thorough review of the incident, relevant history, and personal background is taken. If anything more specific or technical is expected or desired you must inform us **prior** to scheduling the evaluation. A polygraph evaluation may be required at an additional expense.

_____ (please initial)

The evaluation doesn't belong to one side or the other. Everyone gets it when anyone gets it, regardless of any court agreements or arrangements that have been made. We **treat** adversarial thinking, we don't indulge in it. So don't even think of asking to review the report before it is sent. No matter what. Don't ask. It will be an admission that you have bad intentions.

_____ (please initial)

Your attorney and the referral source must provide us with all the information they are ever going to want considered in the evaluation and all the questions they are ever going to want answered by the evaluation in writing and prior to the first session being scheduled. Failure to do so will forfeit their right to having input.

_____ (please initial)

An evaluation can answer specific questions about

- the content of treatment, duration of treatment and type of treatment within specific ranges proscribed by law,

- assess risk and make recommendations about steps to contain or reduce risk
- recommend specific treatment plans
- describe your traits, characteristics and behaviors in a narrative manner and compare those with those found associated with anger and violence.
- Assess the violent qualities of acts you have performed.

It cannot address

- if you committed the acts you are alleged to have done
- if done, whether or not those acts were criminal in nature
- whether or not you will benefit from treatment,
- if you will or won't reoffend if not treated.

_____ (please initial)

An evaluation can *only* be used for the stated purposes and not for anything else. It specifically ***cannot be used in any way, shape or form in a criminal case, directly, indirectly or in a behind-the-back-door-handshake deal with a prosecutor or judge.*** Any effort to do so will result in immediate termination of the process and will result in an immediate negative conclusion and will be assumed to be an admission of guilt.

_____ (please initial)

If you have already agreed to treatment as in a stipulation or deferred or have been convicted and sentenced to treatment there is **no** option of not recommending treatment. The only legitimate range of recommendation available if you have chosen one of those legal routes is content and terms of treatment. If anyone, such as an attorney, is telling you otherwise please refer them to WAC 388-160-140, RCW 26.50.150 and RCW 10.99.020.

_____ (please initial)

We are not responsible for the results of any evaluation when any information has been withheld, distorted or misrepresented in any way, shape, or form for any reason, including the advice of an attorney. Misrepresentation or withholding of **any** information is grounds for immediate expulsion from the evaluation or program in non-compliance. If after your case is closed it comes to our attention that there was information withheld or distorted, including information about court actions pending or potential, your case status will be retroactively changed to non-compliance. If a third party (attorney, other counselor, etc.) has assisted in filling out the questionnaire, other than for reasons of literacy, your case will be closed in non-compliance

_____ (please initial)

Any effort to coerce or influence our decisions or opinions through financial or legal means, any effort to threaten or penalize us for our decisions or to intimidate us in any way including through an attorney will terminate the evaluation and be reported to the referral sources as non-compliance and coercion. Being threatened with a subpoena is a threat, because I will answer any question you want answered if you are mature enough and honest enough to ask it in advance. That means a subpoena is unnecessary and if you bring it up it can only be a threat. A threat to subpoena will be treated as an act of violence and will be used diagnostically.

_____ (please initial)

When the referral is regarding a crime or other action in which there a victim or alleged victim permission to contact the victim is a part of that evaluation. Any effort whatsoever to alter, affect, or influence the victim's report or input is grounds for immediate and irrevocable termination in non-compliance. ***By engaging in this evaluation you are agreeing that you will never under any circumstances seek any information about the victim or the content or nature of any of these contacts or information obtained during these contacts directly or indirectly or through an attorney or court action*** and that you will work actively with me and assume *all* financial costs involved in contesting any such action regardless of it's origin. A copy of the report resulting from this evaluation will be provided to the victim of record and/or his/her attorney, advocate, or representative.

_____ (please initial)

If you are currently married to, living with or involved in a relationship with another person at the time you are being evaluated that individual will also be contacted in a similar manner to the victim of record.

_____ (please initial)

It is common clinical practice to engage in periodic clinical consultation on various cases with other professionals in related areas. We may seek consultation about your situation in such a setting. If we do so we will not use your name or specific identifying information. The intent of consultation is purely to assist in the evaluation. Your case will be explicitly discussed among the clinical staff of Doug Bartholomew and Associates.

_____ (please initial)

CONFIDENTIALITY

No information will be voluntarily transmitted by me about your case without your written permission other than the four following exceptions;

1. Child abuse, which will be reported to Child Protective Services unless it has already been made public by the current court activity;
2. A direct threat to a specific victim, which will be reported to the police and the intended victim;
3. Danger to self or others because of a mental disorder, which will be reported to the County Designated Mental Health Professional;
4. Any offenses, violations of protection orders, no contact orders or restraining orders, acts of violence or threats of violence will be reported as per the Tarasoff decision to the victim or potential victim and the legal authorities.

Your records can be subpoenaed as part of a criminal or civil court action.

_____ (please initial)

You are required to provide us with permission to communicate openly with the referral source, other treatment providers past and present, the victim and any and all of his or her counselors, advocates, attorneys, or representatives in an unrestricted manner. Information gathered from such third parties may not be disclosed to you under any circumstances. Requesting any such information even through a court subpoena is grounds for immediate or retroactive termination in non-compliance and retroactively changing your evaluation status to unfavorable. A copy of the report resulting from this evaluation will be provided to the victim of record and/or his/her attorney or representative. Don't even try to suppress it. That will be considered an admission of guilt.

_____ (please initial)

CLIENT RIGHTS

1. You have the right to receive appropriate care and treatment, employing the least restrictive alternatives available or to refuse proposed treatment.
2. You have the right to be treated with respect and dignity.
3. You have the right to receive treatment which is nondiscriminatory and sensitive to differences of race, culture, language, sex, age, national origin, disability, creed, socioeconomic status, marital status, or sexual orientation.
4. You have the right to have information treated confidentially given the above exceptions (see Confidentiality section, prior page).
5. You have the right to review treatment records with the therapist, provided that information confidential to other individuals shall not be reviewed.
6. You have the right to be informed regarding fees to be charged and methods of payment.

7. You have the right to be free of any sexual exploitation or harassment and the right to lodge a grievance with the provider if you feel your rights have been violated.

If you feel your rights have been violated you have the right to contact the Department of Health, Professional Licensing Services, Counselor Registration/Certification, 1300 SE Quince St., MS: EY-22 Olympia WA 98504.

I HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS, BEEN PROVIDED A COPY OF THEM, AND we HAVE HAD A CHANCE TO HAVE MY QUESTIONS ABOUT THEM ANSWERED.

_____/ /
(client)

_____/ /
(witness)

FEE AGREEMENT

I agree to pay the basic fee of \$2,000 for the basic civil court domestic violence evaluation and to pay \$150 per hour for services above and beyond the basic 14 hours of work on this case as outlined above. I agree that any unpaid amount will be sent to collections 30 days after those services have been performed.

I agree that, in consideration of the above fee, I am waiving the option to subpoena, call into court, or depose Doug Bartholomew, any of his staff, representatives, or colleagues or his records of any kind in this matter, now or at any time in the future.

I agree that if, retroactively, I change my mind and want the options listed below that I have 30 days to pay the additional \$2,000, at which time that amount will be sent to collections.

_____/ /
(client)

_____/ /
(witness)

I reserve the option of deposing, calling into court or subpoenaing Doug Bartholomew, his staff, representatives, and/or colleagues or his records. Consequently I agree to pay \$4,000 for the civil court domestic violence evaluation and to pay \$150 per hour for services above and beyond the basic 28 hours of work on this case as outlined above. I agree that any unpaid amount will be sent to collections 30 days after those services have been performed.

_____/ /
(client)

_____/ /
(witness)

STATEMENT REGARDING VALIDITY OF MY RESPONSES

I swear, under penalty of perjury of the laws of the State of Washington, that all of my statements, written, verbal or otherwise, in regards to this evaluation reflect my thoughts, ideas and information only. They do not reflect opinions, thoughts or ideas of other people. I have not been helped in the preparation of any of the written material used in this evaluation, I have not been advised or “coached” by my attorney, a consultant, friend, or another therapist about how to answer any of these questions or how to present myself in this evaluation.

Signed this _____ day of _____ in the county of _____
in the State of Washington