

# Psychological Evaluation Referral Order

STATE OF MICHIGAN  
County Trial Court  
Family Division

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Plaintiff,

File Number: \_\_\_\_\_

-v-

Defendant,

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Plaintiff's Attorney

Defendant's Attorney

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At a session of the court held at the Courthouse  
\_\_\_\_\_, Michigan, on \_\_\_\_\_

IT IS HEREBY ORDERED THAT:

1. **James N. Bow, Ph.D, LLC**, licensed psychologist, whose address is Wayne State University, Physicians Group- Department of Psychiatry, University Psychiatric Center-Livonia, 16836 Newburgh Road, Livonia, Michigan, is appointed the Court's expert under MRE 706 and pursuant to MCL 552.505 (g) (h), under the auspices of the Friend of the Court, to perform a psychological evaluation for the purposes set forth in the Friend of the Court referral letter to which this court is attached. Said report will be considered, for purposes of the application of MRE 1101, a Friend of the Court Report.
2. The Court finds, separate and apart from the other terms of this Order, that in performing the evaluation, the expert will be engaged in quasi-judicial function and shall be entitled to absolute common law and statutory immunity. The expert is an officer of the court. The parties agree to hold the expert harmless from any claimed liability that may arise as a consequence of the expert's activity in connection with this case.
3. The parties shall cooperate with the expert in all matters in connection with the evaluation including, but not limited to, scheduling and keeping appointments, providing information, and submitting to such psychological testing, substance abuse testing, or other means of assessment as the expert deems appropriate. The expert may employ such assistance, associates, or specialists as he deems necessary to conduct this evaluation.
4. Psychological evaluations are ordered on the following individual(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. This order may only be amended by order of the Court with the approval of the expert.
6. No information, observations of the expert, or communication to the expert shall be deemed privileged or confidential communication as to the participants in this evaluation, their counsel and experts, the Court or any mental health professional assessing or treating any of the immediate members of either household or the children, as all communication will be made with the expectation that they may be disclosed in an expert's report and/or testimony in this proceedings.
7. At the request of the expert if he determines it necessary, the parties shall waive their respective doctor-patient and psychotherapist-patient privileges and each child's doctor-patient and psychotherapist-patient privilege. Such waivers permit disclosure of all privileged communication to the expert, and subsequent release to counsel and consulting experts. Each party is ordered to execute authorizations for the release of information necessary to provide the expert with access to health, mental health, educational, employment and other records, and the right to confer with health care providers, therapists and educators. Each party is ordered to use his or her best effort to provide access to any information requested by the expert. All records and data obtained pursuant to these releases may be provided to counsel for the parties, and used by counsel in consultation with any independent experts retained by each party. These waivers do not include waiver of the attorney-client relationship or authorization for release of information developed in consultation with privately retained work product experts.
8. Each party and counsel may submit a list of referral questions or issues to the expert and request that the expert address those questions or issues in the evaluation; however, the issues will be addressed in the report at the expert's sole discretion.
9. All documents submitted to the Evaluator shall be discoverable by the other party.
10. The expert shall issue a report that addresses the psychological functioning of the requested party/parties. The report will not address custody or parenting time issues; a full custody evaluation would be required to do so. The report shall be provided to the respective parties (through their respective counsel), the Friend of the Court, and the Court. The parties agree to make available such persons to interview as the expert deems appropriate to fulfill the purpose for which the expert is appointed.
11. Counsel (and mental health experts retained to assist counsel) for each party may confer directly with the expert, provided that the content of such communication may be shared by the expert with counsel for the other party. As with all other communications to the expert, such communications are not privileged and are discoverable. Copies of all written communications from counsel to expert shall be simultaneously sent to opposing counsel. The expert may place limits on contacts by the parties or counsel. The parties and counsel agree to honor such limits.
12. Upon completion of the evaluation, the expert avoids communication with either counsel, unless a joint meeting is requested by both counsels. Due to his neutral role, the expert will not assist either counsel in preparing for a deposition or trial.
13. The parties are ordered to pay forthwith the cost of the evaluation. The cost is based on a per case basis. The cost of this evaluation is \$\_\_\_\_\_. The Plaintiff shall

- pay \_\_\_\_\_% and the Defendant \_\_\_\_\_%. Each party shall pay one-half of his/her cost at the first appointment, with the remaining amount due at the last appointment.
14. The evaluation cost does not include expert testimony at a deposition or trial, or joint meetings with the attorneys. All testimony by the expert in connection with these proceedings shall be deemed expert rather than percipient. The party that subpoenas, calls as a witness, or deposes the court-appointed expert in this proceeding or any other proceeding shall be responsible for the cost. Expert testimony at a deposition or trial is charged at an hourly rate of \$250.00, which is charged from the scheduled start of such testimony until the completion of the testimony. However, a minimum of 2-hours is charged for such testimony. Preparation time and local travel time are not charged. An advanced payment of \$500 is due seven days prior to the scheduled testimony.
  15. In the event that a party does not comply with the payment provisions of this order, the other party may advance such sums and the other party is ordered to immediately reimburse the advancing party. A party who has advanced the expert's fees because the other party has not paid as ordered, may offset such payment against any sums owed the other party by the party who advanced the expert fees.
  16. If either party fails to comply with the payment provision of this order, that party agrees to pay all the attorneys fees and costs associated with enforcement proceedings.
  17. The expert shall not be required to provide a report, testify, or do any other act in connection with this matter unless his fees have been paid.
  18. The Evaluator may, at his discretion, obtain consultation from other professionals for purposes of obtaining advice, case review, or sharing specific expertise. The consultant is bound to maintain confidentiality regarding any information disclosed by the expert concerning the case.
  19. The Evaluator may use the case for research and training purposes. If this is done, all identifying information is deleted to ensure confidentiality of the parties.
  20. The written report of the expert may be received into evidence in the above-captioned proceedings. The parties waive any objections to the admissibility of hearsay statement contained in the reports, but retain the right to argue the issue of the weight, sufficiency and reliability of such evidence.
  21. The parties agree not to make available any information contained in the expert's report or testimony to any person except as authorized by the court.
  22. The court will not make the report a part of the public file.
  23. The parties and counsel (except minors' counsel) agree not to provide detailed information to the minor children regarding the contents of the report.
  24. Each party and counsel agree not to distribute or provide access to copies of the report (or the records, chart, data, analysis, test data, transcripts of the expert's testimony, transcripts of other persons discussing the expert's report, recommendations or testimony) to any person other than as specially provided herein and agree to use their best efforts to ensure that no one else does so. The parties, counsel and the experts agree

to take all necessary and appropriate precautions to ensure that the report (and the underlying records, chart, data, analysis, test data, transcripts of the expert's testimony) and information contained therein are not distributed, made available or shown to any person other than as expressly provided herein or incidental to the uses set forth herein (for example, clerical personnel).

- 25. The expert and the parties agree to ensure that persons under their control who gain access to the report (and the underlying records, charts, data, analysis, test data, transcripts of the expert's testimony), or any underlying data or analysis shall not use it for any purpose whatsoever other than as relates to this litigation specifically, or for treatment of any of the participants in the evaluation process.
- 26. At the completion of the evaluation the expert agrees to make available to each counsel upon request a complete copy of the expert's entire chart (including raw test data) or to cooperate in affording access to the chart by a records copying service. The contents of the chart shall be admissible in this proceeding.

Approved:

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Evaluator: James N. Bow, Ph.D., LLC  
James N. Bow, Ph.D., ABPP- Forensic

Address: Wayne State University, Physicians Group- Department of Psychiatry  
University Psychiatric Center- Livonia  
16836 Newburgh Road, Livonia, MI 48154

Dated: \_\_\_\_\_

Plaintiff

Approved as to form and content:

Dated: \_\_\_\_\_

Attorney for Petitioner

Dated: \_\_\_\_\_

Defendant

Approved as to form and content:

Dated: \_\_\_\_\_

Attorney for Respondent

IT IS SO ORDERED:

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Trial Judge