

JUDGE: DEPARTMENT: SUPERIOR COURT OF _____, COUNTY OF _____ BRANCH: STREET ADDRESS: CITY & ZIP CODE:	FOR COURT USE ONLY: FILE STAMP
Attorney For Petitioner          Attorney For Respondent	CASE NAME & NUMBER:

**STIPULATION AND ORDER FOR COUNSELING BY A MENTAL HEALTH PROFESSIONAL**

IT IS HEREBY STIPULATED by and between

Petitioner, \_\_\_\_\_, and

Respondent, \_\_\_\_\_, that a

mental health professional, Mesha Ellis, PhD

(referred to herein as the “counselor”) is hereby appointed to conduct counseling with themselves and/or their minor children (insert names and birth dates of children):

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## **Initiation of Counseling**

The counselor shall have a joint conference, in person or by phone, with both parties and/or a joint conference by phone with both parties' attorneys of record (and guardian ad litem (GAL)/minor's counsel if one has been appointed) to discuss this stipulation and discuss the issues and concerns to be addressed in the counseling. Any prior agreements, stipulations or court orders regarding counseling shall be provided to the counselor. Counseling sessions will begin after both parties sign this stipulation. **Participants in Counseling**

The following persons shall participate in psychotherapy (insert names, relationship to either party, the child or children, and birth dates of children):

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The parties agree that the counselor may request that other additional household members and/or significant others participate in ongoing counseling sessions. The counselor shall determine which persons should bring minor child(ren) to counseling sessions and who

should be present in the sessions. The parties shall make a good faith effort to make those persons available as requested by the counselor, although an attempt will be made to schedule counseling sessions around adults' schedules and children's schooling activities and custody schedule.

### **Confidentiality and Reports to the Court**

The counselor shall provide separate documents, which further describe confidentiality of counseling, to each party with information about the counselor's professional practices, and business services, and the counselor shall separately get each party's consent to treatment for him/herself and the minor children of the parties.

The counselor shall discuss with both parties and/or both parties' attorneys any operant stipulations or orders of the court regarding confidentiality of the counseling. If there are not operant stipulations or orders regarding confidentiality of counseling, confidentiality of the counseling shall be defined as described below in this stipulation/order.

(NOTE: As required by law in all counseling or psychotherapy, confidentiality may be broken under certain circumstances such as if it is necessary to make a suspected child abuse report or if there is a danger to self or others.)

The counselor may meet in joint sessions or in separate sessions with the various adults and children involved in the counseling. Unless there is a specific written agreement or court order to the contrary, the parties acknowledge that the counselor is permitted to decide whether to discuss information disclosed by an adult or child with other adults or children involved in the counseling.

### **Reports to the Court and/or to Evaluators**

The counselor shall release information directly to the court and/or custody evaluators in the following manner (check which one applies):

The counselor shall not make a direct report to the court about any information and the customary and usual limits of confidentiality for counseling or psychotherapy shall apply. If the parties later waive their psychotherapist-patient privilege for a child custody evaluation, the counselor may release information from the counseling to an evaluator.

The counselor shall not make a direct report to the court, and the counselor shall not disclose information to an evaluator if there is a future child custody evaluation. The counseling is to be considered completely confidential and not used for any purpose in litigation of child custody.

The counselor shall make a direct report to the court only about attendance (dates of sessions for each party and the child or children

attended, cancelled, and did not appear) and payment of fees (by each party). The parties agree that this authorization for the counselor to communicate with the court shall be deemed to apply only for the limited purpose of reporting about parties' and children's attendance and payment of fees and for no other purpose and does not constitute a waiver of the psychotherapist-patient privilege. If the parties later waive their psychotherapist-patient privilege for a child custody evaluation, the counselor may release information from the counseling to an evaluator.

[ ] The counselor shall make a direct report to the court as defined below about the following specific issues and about the limits of confidentiality for the counseling:

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**Counselor's Access to Information and Communication with Third Parties**

The counselor shall be permitted to communicate with attorneys regarding this case with the restriction that communication with the parties' attorneys take place only in a simultaneous conference call or joint

meeting. The parties agree that other information may be available to the counselor as follows (check all that apply):

The counselor shall have access to any evaluation reports, court filings or declarations that have previously been done regarding this case.

The counselor may communicate with children's and/or parents' previous or current mental health professionals, health care providers, teachers, child care providers or other people as listed here, (insert names and describe function of persons listed).

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Communication with the above listed persons will only be done with specific signed consent by both parties to give or receive information about themselves or their child(ren). This authorization is not intended to result in a waiver of the psychotherapist-patient privilege or the fundamental rights of privacy of the individual giving such consent with regard to any communications with any such mental health professional, and the parties agree that this authorization for the counselor to communicate with said mental health professional shall be deemed to apply only to the counselor

for the limited purpose of using any such information in the counseling sessions and for no other purpose.

It is further understood that the counselor and assistants may use electronic communication with the clients. The clients acknowledge the possibility of misdirected electronic communication if it is used. The assistants will not disclose information about the case except as required to communicate with the clients and their attorneys about appointments and procedures.

### **Fees**

The counselor's fee is \$ 250.00 per hour. There shall be an estimated fee deposit in this case of \$ 1000.00, to be paid prior to the beginning of any counseling sessions. The initial deposit may be paid by credit card.

Parties will split the cost of all sessions, \_\_\_\_\_% by Petitioner; \_\_\_\_\_% by Respondent.

After the initial deposit, fees will be paid at the beginning of each session by credit card. The counselor requires that the party or parties responsible for payment provide a valid credit card to be kept on file for payment.

The Court [ ] may [ ] may not adjust responsibility for fees at the time of hearing.

Professional fees will be charged for all direct sessions plus for any phone calls or writing required in the course of the psychotherapy, including but not limited to communication with the parties, their household members or significant others, attorneys, evaluators, collaterals (teachers or other psychotherapists), or the court.

Any cancellation of sessions must be made at least 48 hours (2 business days) in advance. Sessions canceled less than 48 hours in advance will be charged to the party making the cancellation.

If there are outstanding fees owed to the counselor by either party 48 hour prior to a scheduled session, the counselor may cancel the scheduled session and not reschedule the session until all outstanding fees are paid.

If the counselor involved in this case is deposed or called to testify in court on any issue regarding this case, the counselor will be treated as expert witnesses, payment will be made seven (7) office days in advance to schedule the counselor's testimony time (a minimum of a half-day with no on-call), and the counselor will be paid his/her customary hourly fee for the testimony time plus preparation and travel time needed for testimony.



**IT IS SO STIPULATED.**

Petitioner:

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Print name	Signature	Date
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Respondent:

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Print name	Signature	Date
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Attorney for Petitioner:

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Print name	Signature	Date
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Attorney for Respondent:

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Print name	Signature	Date
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**ORDER**

**IT IS SO ORDERED.**

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Judge Of The Superior Court

Date