



Acknowledgement for Court Ordered Evaluation and Therapy Services

Erin L. Helleso MSW, LISW is to serve the Court in the role of impartial expert, rather than as an advocate in custody, visitation, or other divorce litigation. For definition: A professional advocate takes on the role of one party and acts in their interest, an impartial expert takes on a neutral role to assess and inform the court to make a decision. In order to serve optimally in this capacity, we must be free to avail ourselves of any and all information, from any source, which we consider pertinent to the matter being addressed. In this way, we believe that we can best serve the interests of the children and parents involved in family transitions.

Accordingly, in order to serve in this capacity, the following conditions must be understood and acknowledged upon by all parties and legal counsel involved in this matter.

1. All members of the immediate family will make themselves available for interview as often as deemed necessary. This includes all caregivers (e.g. mother and father, step-parents) and all children in the family unit, even if not subject to the court action.
2. Erin Helleso MSW, LISW, who has been appointed by the Court either voluntarily through mediation or by judicial requirement, may share (at their discretion) any and all information learned during the course of the evaluation and services to the Court that appointed her. She may be called to testify at any time as to any information learned during the work on the case. Erin may also share information with the lawyers and with the other party named in the matter as needed with respect to the safety of the parties and conflict resolution goals. Though the parties are not required to volunteer any information and can decline to answer any question posed, once information has come to the attention of the evaluator it cannot be withheld from the Court if the evaluator believes it relevant or if asked about it by either attorney during deposition or testimony or by the Court during testimony. Therefore confidentiality, as typically exists with a mental health professional, does not apply to adults age 18 and over under these services. As a professional trained in such evaluations, discretion will be used in an effort to respect privacy to the fullest extent possible and within the goals of the evaluation and services with court involved evaluations and reunification efforts, and for safety of the child and parties involved. Due to children's inability to engage in informed consent, records and information gathered specific to their engagement will be protected to the fullest extent possible and only shared as needed with their court appointed advocate (GAL, CFR, Attorney) at Erin Helleso MSW, LISW's discretion.
3. Erin Helleso MSW, LISW is bound by law to inform appropriate authorities if they have a reasonable basis to believe that any child (ren) or adults involved in this case are suffering or in danger of suffering some form of abuse or neglect. Erin Helleso MSW, LISW is also bound by law to inform the appropriate authorities if they have a reasonable basis to believe that there exists serious risk of suicide or homicide for any party involved; as well as to inform the appropriate authorities if any party poses a serious danger to specific persons or property.



4. Within the limits of the law, Erin Helleso MSW, LISW will talk to all the people they deem necessary in order to fulfill their responsibilities as reporter and/or evaluator. These may include, but are not limited to therapists, physicians, school personnel, public safety officials, and friends or family who are familiar with the family and children. This may include, when relevant, a check of criminal records on a state or national level depending on the history of the parties. Erin Helleso MSW, LISW reserves the right to determine who is important for them to talk with in order to complete the evaluation or engage in services. Erin may ask the parties to submit names to them for possible contact. The parties agree to sign releases of information to professionals and these parties who are considered collateral sources of information for Erin to conduct a full and thorough investigation.

5. The fee for conducting family or custody evaluation, reunification evaluation and services is determined on the basis of clinician hours invested, \$200 per hour additional may be charged outside of services. Please note that for services outside of therapy sessions, health insurance is not a funding option for evaluation, collaborative contact, and court related work. Even when health insurance may be an option for therapy sessions, some plans and payers will not cover relevant clinical services if court involved due to issues with medical necessity and insurers can reserve the right not to pay for such services if it is ordered and mandated by a court. In these situations, the client will be responsible for this cost out of pocket. This fee is applied to all activities relevant to this evaluation, including but not limited to, face-to-face interviews, telephone contacts, clinician meeting, correspondence time, document review and report preparation and therapy services. Fees will be broken down and billed on a quarter hour unit which is standard for providers.

6. If an evaluation in the form of parenting evaluation, family evaluation, or reunification evaluation are requested a non-refundable fee will be charged in the amount of \$2000 for dual participating parenting evaluations (\$1000 per parent) and \$ 2600 for dual caretaker family evaluations with one child (\$1000 per parent and \$600 for one child) with a fee of \$400 per additional child. These specialized evaluations are not reimbursable by managed care or health insurance and require extensive information collection with the involved parties in addition to collateral contacts, research and report writing. These fees do not cover court-related appearances and costs beyond the production of a report which are \$200 per hour. If at any point it is found that the evaluator is unable to complete their duties due to a conflict of interest or unforeseen circumstance, an evaluation of time spent will be reviewed and a partial refund may be issued to the paying parties based on work completed.

7. A.) Should any attorney wish to depose, Erin Helleso MSW, LISW would be paid a retainer in advance of the deposition. Such retainer will include time for preparation, travel to and from the location of deposition, time for the deposition itself, and the time to review a copy of the deposition. Such a retainer will be estimated at the cost of \$ 250 per hour for the total number of estimated hours.

B.) Our fee for court testimony including travel time, preparation, and waiting time in court or office for deposition is \$250 per hour.

C.) Any appointments missed with Erin Helleso MSW, LISW without 24-hour notice, except in an emergency, will be billed at the clinical hourly rate for the full number of hours set aside for the meeting. Erin will have full discretion over what constitutes an emergency.



8. A retainer in custody evaluations and private pay court mandated services for up to 20 hours, in the amount of \$ 200/hour may be requested in some scenarios before the initial evaluation meeting can be scheduled (unless otherwise agreed upon or specified in a Court Order). Further funds can be requested to replenish this retainer in an amount determined at that time as a fair and likely estimate of the remaining costs. Any overage at the conclusion of the evaluation will be reimbursed directly to the party or parties involved, as appropriate.
9. If psychological testing is required for either party these services will be referred to a qualified practitioner trained in the requested areas. Some limited assessments and tools may be completed in the office with a charge of \$250 per hour outside of this.
10. The final summary will be sent to attorneys only with a Court Order or mediation agreement, unless otherwise agreed upon or ordered by the Court. It is at the discretion of the attorneys to share the information contained in the report with their clients.
11. A copy of the report will not be distributed to the parties, but, with the Court's permission, the client may be able to read it in the presence of my attorney or by myself, if I am representing myself (pro se). If I am pro se, I will require permission of the Court for a release of a copy to me. Upon submission of the final summary report, Erin Helleso MSW, LISW will strictly refrain from any unilateral contact with any party involved in the evaluation with the exception when reunification or therapy services are involved. However, as necessary, Erin will be available to discuss relevant matters with all legal counsel simultaneously, either in face- to-face meetings or via conference call or video. Such mutual communication may occur at any point from the submission of the final report through the end of any legal proceedings that transpire relevant to the matter that had been subject to the evaluation. Erin may engage in single party contact to conduct an evaluation, gain clarification, or provide therapy services. This practice allows us to provide continuing input to legal counsel regarding what may be in the children's best interests and to address new or material information that may change or impact the report recommendations and assessment.
12. It is expected that all parties entering into this agreement, including counsel, are entering with Good Faith and Fair Dealing. It is agreed by all involved parties they will refrain from discussion of the services provided with the children or outside parties, sharing case information with the children or outside parties, or initiating separate investigations related to this or any other court actions related to the case with the parties involved regarding the children/protected adults. All further legal proceedings related to the services will be discussed with this reporter before or upon filing to determine ethical conflicts and concerns in continuing services. If a report for welfare or criminal concerns is warranted, this is to be shared immediately with Erin to determine the ongoing appropriateness of services. If at any time it is disclosed or suspected that a party or counsel involved is not following the Good Faith and Fair Dealing practice, or weaponization of services is taking place, services will be paused and a case consultation with all parties will be held to determine ongoing appropriateness when therapy services are involved. This may include court orders be imposed when services are mediated or voluntary for protection of the children involved.



13. In the event a report is made for welfare or criminal concerns and an investigation is taking place by DHHS or authorities, therapy services will be paused until this investigation is complete to avoid interference with such actions. The parties agree to immediately disclose any such investigations or arrests, or criminal charges as soon as they happen. A pause will apply to evaluation services in a case-by-case scenario depending on the complaint and evaluation requested.

14. Throughout the duration of assessment or therapy services if it is found that a child's individual therapist has demonstrated parental bias, reports a strong affinity or preference to one party over the other, or refuses to cooperate with evaluation or court involved therapy services it will be requested the child change practitioners to eliminate any influence of potential practitioner or practitioner-parent bias that may influence or affect the evaluation or therapy services. Influencing or attempting to create bias by any party should be avoided, and if reassignment of individual therapy services is warranted in reunification therapy services, it will be requested that this therapist only communicate with the evaluator and child's legal representative (GAL, CFR, Attorney) outside of therapy services before including a caretaker.

15. Recording of interviews during evaluation and therapy sessions: Dependent on the evaluation, the circumstances, and assessed level of risk, the party's consent to the audio and/or video recording of interactions by Erin Helleso MSW, LISW at her discretion for private record keeping and accuracy of reporting only. These recordings, when conducted, will become part of a private evaluation record and will not be released to the court and the parties agree not to request copies of recordings. These recordings will be made available only at the discretion of the reporter in the event of a complaint to the board of professional licensure, and for child welfare investigations.

Safe Harbor: In the rare event a child participant (under age 18) individual interviews are recorded, it is agreed and understood by all parties it will not be shared or made part of the record due to protection of the child and to avoid exploitation of the child's ability to understand informed consent and to allow full engagement in therapy services. If there is any possible sharing of these videos or audio it will be exclusively between Erin and the legal representation of the child (GAL, CFR, Attorney) in the presence of Erin Helleso MSW, LISW, a copy will not be submitted to the representative. If for the purposes of a Licensure Complaint, DHHS investigation or mandatory report, recordings may be shared with the proper authorities only. In return, the parties understand they are not allowed to record private conversations, interviews, or phone calls for their use and doing so will halt services immediately and be in violation of this agreement.

16. Appointment of a legal representative for minors and dependent adults: In the event that a child or dependent adult involved in an Evaluation or Therapy service does not have a Guardian ad Litem, Child and Family Reporter, or Attorney to represent their best interests, it is understood this may be requested by Erin Helleso MSW, LISW if a need presents for representation. It is strongly encouraged prior to engaging in evaluation and/or therapy services for a child to be appointed a legal representative to ensure safety and unbiased advocacy.

17. If at any time it has been found that a party, or both, have engaged in substance misuse, current or historically, including alcohol that would limit or impair the person's ability to properly supervise a



child and provide a safe environment, the parties consent to submitting to random drug and alcohol screening at their expense. If a party refuses to complete the request within the stated time frame this will be considered an admission of use and a positive result. The parties agree to refrain from use of any illegal or mind-altering substance that would impact their ability to properly parent, coparent, and engage in therapy services.

18. On occasion student interns and temporarily licensed professionals may be involved with services in the role of observation, administrative contact, and training. It is voluntary for parties, to consent to this involvement and upon doing so understand any student would be excluded from witness testimony, reports, subpoenas, and involvement in the case due to their non-licensed status for services provided by Erin Helleso MSW, LISW. The parties acknowledge they have the right to accept or refuse involvement of the student or temporarily licensed professional and it will not impact their case.

My experience has been that conducting a parenting, family, custody, or reunification evaluation and therapy services in the manner described and within these limits facilitates optimal integration of a breadth of information in as unbiased and objective manner as possible in order to draw conclusions that serve the children's best interests and overall, for the protection of the child from further exploitation and legal involvement.

Upon return receipt of the requested fees or retainer, if determined to be one, and this statement, signed and dated, from each party and their counsel signifying mutual consent to these terms we will proceed to schedule necessary interviews and to notify legal counsel of the intent to commence therapy and/or evaluation services. Evaluations will not be scheduled until all parties have returned copies of this agreement signed.

I, the client, have read the foregoing and, having discussed each provision in full of my legal counsel, I understand the conditions under which Erin Helleso MSW, LISW will conduct the proposed family, custody evaluation, or reunification evaluation and services. I also acknowledge this is a court monitored service and refusal of signature does not exempt me from the above provisions. I understand signing is an acknowledgement only of being presented with Erin Helleso MSW, LISW's practices and expectations and will be enforced even if I do not agree.

By default, the parties are jointly responsible for the established fees/retainer any additional costs incurred by this evaluation, in accordance with the appointment and the fee schedule outlined above unless other legal agreements for payment have been reached and are outlined in a separate agreement. If a financial hardship is involved, sliding fee scale and pro bono options may be available depending on factors in the case and proof of circumstance on a limited case by case basis.

Please print your name in full

Your relation to the child (ren) involved



Your signature

Today's date

Counsel Signature

Today's date