



Agreement for Voluntary Court Involved Co-Parenting and Family Therapy Services

Erin L. Helleso MSW, LISW is to serve the family and 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 agreed upon by all parties and legal counsel involved in this matter.

1. All members of the agreed participants will make themselves available for interview and therapy sessions as often as deemed necessary and agreed on in the treatment plan. This may include other caregivers (e.g. step-parents, other live in caretakers and family) and when engaging in family therapy, all children deemed affected by the conflict.
2. Erin Helleso MSW, LISW may share (at their discretion) information learned during the course of the therapy services to the parties counsel, including child representatives, and court when requested. 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 therapist it can be considered for disclosure if the therapist believes it relevant to the safety and concerns of the case and for conflict resolution matters beyond the scope of therapy. Therefore confidentiality, as typically exists with a mental health professional, does not apply to adults aged 18 and over under these services. As a professional trained in such therapy services, discretion will be used in an effort to respect privacy to the fullest extent possible and within the goals of the therapy services 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) as necessary when minors are involved in therapy services.
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. For the safety of all involved Erin Helleso MSW, LISW may conduct court, criminal history, and registry checks in addressing issues related to reunification therapy services.
4. No Surprises Act and Court Involved Fees: The fee for private pay therapy services is \$250 for an initial intake session and \$200 per hour for family and \$175 per hour for individual therapy. 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 may reserve the right not to pay for such services if it is ordered and mandated by a court. In these situations, the client(s) will be responsible for this cost out of pocket.

6. 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 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.

7. It is expected that all parties entering into this agreement 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 children or outside parties, refrain from sharing information with children or outside parties, or initiating investigations related to this or any other court action. All further legal proceedings will be discussed and consulted with this therapist that may impact services before 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.

8. 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 on a case by case scenario depending on the complaint and evaluation requested.

9. Appointment of a legal representative for minors and dependent adults: In the event that a child or dependent adult involved in therapy services and 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 therapy services for a child to be appointed a legal representative to ensure safety and unbiased advocacy.

10. No secrets policy: Due to the nature of co-parenting and family therapy services the therapist will not keep secrets for any party that impacts the role of the therapist as a neutral party and the issues



to be addressed by the therapy services. In the event a party shares information that is material to this and does not wish to have this disclosed, therapy services will pause until this can be shared, or services will end if the disclosing party does not agree to share during the course of therapy.

11. Ongoing evaluation for domestic abuse, domestic violence, harassment, child abuse, and other pathological or harmful behavior will be part of the therapy services. The parties acknowledge and understand that although the therapist is a neutral party and will not take sides during the therapy process, an ongoing evaluation of all involved for high-risk concerns related to safety of the children and partners involved will take place. If it is found that certain dynamics are fixed and unchanging and unable to be addressed in the course of therapy or are no longer safe to continue to be addressed, the therapist may serve as a witness to the court and all parties' counsel.

My experience has been that conducting 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 serve the children's best interests and overall, for the protection of the child from unnecessary exploitation and legal involvement.

Upon return receipt of this statement, signed and dated, from each party signifying mutual consent to these terms we will proceed to schedule necessary intake interviews and to notify legal counsel of the intent to commence therapy and/or evaluation services.

I, the client, have read the foregoing and, having discussed each provision in full with my legal counsel, I understand and accept the conditions under which Erin Helleso MSW, LISW will conduct the proposed therapy services. I understand at any time I may revoke my consent and disengage from therapy services as these are voluntary and not a mandate of the court or other authority.

By default, The parties are jointly responsible for the established fees and copays incurred by these services, in accordance with the fee schedule outlined above unless other legal agreements for payment have been reached and are outlined in a separate agreement.

Guardian #1 Please print your name

Relation to the child (ren) involved.

Guardian #2 Please print your name

Relation to the child(ren) involved.

Signature #1

Today's date

Signature #2