



appointment to schedule an intake session. Each party's intake session with the Therapist shall be scheduled at the earliest, reasonably available appointment.

3. **OTHER PARTICIPANTS IN THERAPY.** <Petition and Respondent/ the minor child/ren/ both parties and the minor child/ren> shall participate in therapy as requested by the Therapist. Other individuals may participate in therapy as the Therapist deems appropriate.

**Comment [MPB5]:** See AFCC Guideline 6.4 where there is more than one participant in court-involved therapy.

4. **PURPOSE OF THERAPY.** The goals of therapy shall be as follows:

**Comment [MPB6]:** While the parties' may establish the goals of therapy, the Therapist should explain any decisions to decline to provide certain services. See AFCC Guideline 2.1(c)

- a. <To increase stability and support for the minor child and decrease stress in the family system>;
- b. <To reduce conflict between the parties>;
- c. <To facilitate communication between the parties regarding their minor child/ren's needs>;
- d. <Improve the following parenting skills for <Petitioner/Respondent/Both parents>: \_\_\_\_\_>
- e. <Address the following emotional/behavioral problems of the children: \_\_\_\_\_>;
- f. <Facilitate the relationship between the minor child/ren and Petitioner/Respondent>; and
- g. <Other goals>.

**Comment [MPB7]:** While the Therapist will establish the initial protocol, the parties should understand that protocol may need to change. The Therapist should be prepared to explain any such change to the parties. See AFCC Guideline 2.1(d)

5. **SCOPE OF THERAPY.**

- a. **Protocol.** The Therapist shall, with input from the parties, establish the protocol and treatment plan. The Therapist shall, consistent with this order, determine the structure, frequency and estimated duration of therapy. The Therapist shall provide a written copy of such treatment plan to the parties upon request.
- b. **Information to be Provided.** To assist the Therapist, he/she shall be provided with a copy of this order, the most recent order for custody and/or parenting time, and any other documentation requested by the Therapist. The parties shall cooperate with the execution of any necessary releases consistent with paragraph 7, herein.
- c. **Number of Sessions/ Duration of Counseling.** The parties shall participate in therapy for <> months not to exceed <> months, with the frequency and duration of sessions to be determined by the Therapist. The duration of therapy may be extended by <further order of the Court, further agreement of the parties.>

**Comment [MPB8]:** In establishing a protocol and treatment plan the therapist should be mindful of considerations including those in AFCC Guideline 8.5

**Comment [MPB9]:** In some circumstances specifying a maximum duration of therapy may not be appropriate. In others, however, clients or counsel may be hesitant to enter into to a court order for therapy without a limit on duration.

6. **DUTIES OF THE PARTIES.** Petitioner and Respondent shall fully cooperate with the therapy and the Therapist, including but not limited to:

- a. <Scheduling appointments in a timely manner and attending appointments as scheduled>;
- b. <Paying for services in a timely manner in accordance with the Therapist's fee agreement>;
- c. <Supporting the children's participation in therapy including transporting the children to therapy and cooperating with the children's treatment>; and
- d. <Signing necessary releases so that the Therapist may communicate with other professionals>.
- e. <Signing releases so that the Therapist may communicate with the Court, counsel, and any guardian ad litem or court-appointed evaluator consistent with paragraphs 7, 8 and 9 below.>

**Comment [MPB10]:** See AFCC Guideline 6.3(c)-(d) where a party refuses to sign consent documents.

7. **OBTAINING INFORMATION.**

- a. The Therapist may communicate with other professionals working with the parties or the minor child as necessary to conduct his/her duties. Upon request by the Therapist, the parties shall execute any additional releases that may be necessary to allow such communication.
- b. The Therapist may request additional information or documentation reasonably necessary for effective treatment, including but not limited to copies of court orders, therapy records, psychological evaluation reports, medical records, and copies of reports from any guardian ad litem or court-appointed evaluator. The parties shall promptly provide such information to the Therapist upon request, or execute any additional releases necessary for the Therapist to obtain such information.
- c. If the Therapist determines that it may facilitate therapy to speak with the therapist for the minor child or any party, the family therapist may require the parties to sign authorizations for his/her individual therapist or the minor child's therapist to speak with the Therapist. Nothing in this order is intended to create an actual or implied waiver of the psychotherapist-patient privilege between a party and his/her individual therapist. Rather, it is the intent of the parties to provide the Therapist with information to assist <the parties/ the child> in therapy, and, in turn, allow the Therapist to provide information to a party's or the minor child's individual therapist that will assist the party or minor child in his/her confidential therapy. Accordingly, information the Therapist receives from a party's individual therapist shall be treated as confidential and not disclosed to the parties, their attorneys, or any third-party except upon further order of the Court.

**Comment [MPB11]:** See AFCC Guideline 2.3(a)-(b), and AFCC Guideline 8.2 regarding obtaining necessary information

**Comment [MPB12]:** See AFCC Guideline 2.4(d)

d. If the Therapist is unable to obtain information from the parties in accordance with this paragraph, the Therapist may apply to the Court for further direction. Any such application must be made with notice to the parties and counsel.

8. **CONFIDENTIALITY & PRIVILEGE**

a. **Privilege & Confidentiality**. All parties participating in therapy have waived confidentiality and psychotherapist-patient privilege so that the Court, guardian ad litem, or any court-appointed evaluator may receive information from the Therapist about the parties' and/or the minor child/ren's progress in therapy. Such waiver includes a waiver of privilege in accordance with MINN. STAT. § 595.02, subd. 1. The parties shall execute any releases necessary to allow the Therapist to release information in accordance with this Order. If either party fails to execute a release of information, this order shall act as sufficient authorization for the Therapist to provide the reports, communications or disclosures provided herein to the Court, guardian ad litem, or any other court-appointed evaluator.

b. **Privacy**. The parties understand that, the information released may include information that would otherwise be protected under the Health Insurance Portability and Accountability Act and/or the Minnesota Health Records Act, codified as Minn. Stat. §§ 144.291 et seq.

c. **Confidentiality**. Except as otherwise provided herein, the Therapist shall keep confidential all information obtained in therapy except when mandated by law to report suspected child abuse or neglect, the abuse or neglect of a vulnerable adult as defined by Minnesota Statutes, or if necessary to prevent imminent harm to a third party, the minor child, or a party.

d. **Disputes as to Confidentiality or Privilege**. If information is sought from the Therapist which the party or the Therapist claims to be privileged, confidential, or otherwise protected from disclosure the Therapist may, prior to releasing such information, apply to the Court for direction. Any such application must be made with notice to the parties and counsel.

e. **Information Deemed Potentially Harmful to Child**. If a party, a guardian ad litem, or a court-appointed evaluator requests information from the Therapist which the Therapist believes raises a risk to the welfare of the child/ren <or will jeopardize the therapeutic process>, the Therapist may, prior to releasing such information, seek a protective order from the Court, including providing information to the Court for in camera review. The Therapist may also apply to the court for any interventions or protections which the Therapist believes will address or mitigate such risk. Any such application must be made with notice to the parties and counsel.

**Comment [MPB13]:** See AFCC Guideline 6 and 7

**Comment [MPB14]:** See AFCC Guideline 6.1 regarding informed consent and 7.1 regarding confidentiality and privilege

**Comment [MPB15]:** See AFCC Guideline 2.6(c)

**Comment [MPB16]:** See AFCC Guideline 6.1(c)

**Comment [MPB17]:** See AFCC Guideline 7.6

**Comment [MPB18]:** See notes associated with paragraph 11 below.

**Comment [MPB19]:** See AFCC Guideline 7.3 regarding disputes as to confidentiality and privilege, and 7.4(b) regarding seeking direction from the Court.

**Comment [MPB20]:** See AFCC Guideline 7.2(d) regarding a therapists election not to disclose information which may be harmful to the child and 7.5 regarding special issues in treating children. The bracketed language is intended in cases where even greater therapist discretion is appropriate to protect the confidentiality of the child's therapy. See also, AFCC Guideline 8.7(c)-(d).

f. Hold Harmless. The parties shall hold the Therapist harmless regarding any release of information provided based on the Therapist's good-faith adherence to a Court order, as well as for any delay resulting from a good-faith decision by the Therapist to seek direction from the Court before releasing information.

9. **COMMUNICATIONS WITH THE COURT & COUNSEL.**

a. Clarification or Guidance from the Court. The Therapist is authorized to seek direction from the Court regarding interpretation, clarification or implementation of this Order. Any such request must be made with notice to the parties and counsel.

b. Communications with Counsel. The Therapist may communicate with counsel of record for each party, provided, however, that communications between the Therapist and counsel shall include counsel for both parties. Ex parte communications between the Therapist and counsel for one party are prohibited unless specifically agreed upon in writing by the parties.

c. Regular Reports. <Alt 1> Upon request by Petitioner or Respondent, The Therapist shall provide a summary report to the parties and counsel describing the parties' progress and cooperation in treatment.

<Alt 2> No more than sixty (60) days from the commencement of therapy, and each ninety (90) days thereafter, the Therapist shall provide to the parties and counsel a report describing the parties' progress and cooperation in treatment.

Such report may include the Therapist's impressions and descriptions of specific statements or behaviors to the extent the Therapist deems necessary to adequately support other content or statements in his/her report. The Therapist may also recommend additional services, interventions and/or treatment options, if any, that would be helpful to the family. Any report prepared in accordance with this section shall be provided simultaneously to the parties and their counsel. The Therapist shall not make recommendations as to custody or parenting time.

If either party elects to file such report, filing shall be made in accordance with the Rules of General Practice, but no less than ten (10) days prior to any scheduled hearing.

Payment for the reports provided for in this paragraph shall be made in accordance with paragraph 10(a) herein, except, however, that if such report is specifically requested by one party, the requesting party shall be responsible for payment for said report in accordance with paragraph 10(d).

**Comment [MPB21]:** See AFCC Guideline 10 regarding professional communications.  
**Comment [MPB22]:** See AFCC Guideline 2.6(b)

**Comment [MPB23]:** See AFCC Guideline 10.4(c)  
**Comment [MPB24]:** See AFCC Guideline 9 and 10.  
**Comment [MPB25]:** See AFCC Guideline 10.4(b)  
**Comment [MPB26]:** See AFCC Guideline 10.4  
**Comment [MPB27]:** Practitioners may wish to consider whether regular or ad hoc reporting is more consistent with the parties' needs.

**Comment [MPB28]:** Such a prohibition is consistent with the Therapist's role as a treating expert.

- d. Notification of Impediments to Therapy. The Therapist is authorized to notify the Court directly, with copies of the communication to counsel, if he/she is unable to proceed with court-ordered therapy due to non-cooperation of any party, including non-payment of fees, or if significant obstacles are being encountered to therapy.
- e. Therapist as a Witness. In the event any party calls the Therapist as a witness in this proceeding, any testimony provided by the Therapist shall be considered expert testimony under Minn. R. Evid. 706 as to matters within the scope of the Therapist's competency and appointment including diagnoses, changes or behaviors observed in treatment, treatment plan, prognosis, coping and developmental abilities, conditions necessary for effective treatment, etc. The Therapist shall not render opinions regarding legal issues including custody labels or parenting time schedules. If either party elects to call the Therapist as a witness, the Therapist shall also be made available for cross examination at the expense of the party requesting the Therapist's testimony. The cost of the Therapist's testimony shall be paid under the terms of the Therapist's fee agreement, and paragraph 10(d) herein. No report or testimony of the Therapist will be provided without advanced payment from the party requesting the report or testimony. Absent receipt of such payment, the Therapist will be under no obligation to provide reports, testimony, or services of any kind.

**Comment [MPB29]:** See AFCC Guideline 6.8

**Comment [MPB30]:** See AFCC Guideline 3 regarding competence

**Comment [MPB31]:** See AFCC Guideline 10.5(e)

10. **PAYMENT OF FEES.**

- a. Responsibility for Payment. <Petitioner shall be/ Respondent shall be/ the parties shall be equally> responsible for and shall pay the cost of therapy in accordance with the Therapist's written fee agreement, copies of which shall be provided to the parties and counsel. The Therapist may elect to suspend all services until payment of any unpaid balance is made.
- b. Insurance. This order is not contingent upon the availability of insurance to cover the cost of therapy. However, if insurance is available through either party's health insurance coverage, then each party will cooperate with the process of obtaining insurance benefits, and such benefits shall be applied to the total cost of therapy. The parties shall cooperate in processing insurance benefits for the cost of therapy, including, but not limited to, providing the Therapist with all relevant information including insurance cards, policy information, and coverage limitations. <The parties shall cooperate in obtaining reimbursement for the costs of therapy from any Health Savings Accounts or Flex Spending Accounts available to either party. Such reimbursement shall be applied to the total cost of therapy.>
- c. Enforcement. <Petitioner's/ Respondent's/ Each party's> responsibility to pay for family counseling shall be in the nature of child support, and shall be fully enforceable as such. In the event one party does not pay his or her

**Comment [MPB32]:** See AFCC Guideline 5.2(c)

**Comment [MPB33]:** See AFCC Guideline 5.1

**Comment [MPB34]:** See Minn. Stat. ch. 518A for specific enforcement remedies.

share of the Therapists fees, the other party may pay such fees and shall be entitled to reimbursement for the non-complying party's share of such fees including reasonable attorneys fees incurred in obtaining reimbursement.

- d. Payment for Participation in Court Proceedings. If either party requests the Therapist's participation in court proceedings either by presenting a report or appearing as a witness, the requesting party shall be responsible for and pay any fees charged by the Therapist in connection with the same. No report or testimony of the Therapist will be provided without advanced payment from the party requesting the report or testimony. Absent receipt of such payment, the Therapist will be under no obligation to provide reports, testimony, or services of any kind.

- 11. **REPORTING DUTIES.** The parties acknowledge that beyond the special duties in this Stipulation and Order, the Therapist retains all of his/her usual and customary duties under Minnesota Law, including:

- a. Reporting abuse or neglect of a minor;
- b. Reporting abuse or neglect of a vulnerable adult; and
- c. Breaching confidentially in order to prevent serious harm to the parties, the minor child/ren, or a third party.

- 12. **PROHIBITED ROLES.** The Therapist is prohibited from simultaneously serving in any other role beyond the scope of this appointment order, including, but not limited to, serving as: a custody evaluator; a parenting time evaluator; a parenting consultant; a parenting time expeditor; an early neutral evaluator; a mediator; an arbitrator or individual authorized to decide disputes between the parties; or a guardian ad litem. Following expiration of the Therapists appointment under this Order, he/she may only serve in one of the forgoing roles only by <Order of the Court/ agreement of the parties> and with consent of the Therapist.

- 13. **IMMUNITY.** The Therapist shall have quasi-judicial immunity as a court-appointed expert for all actions within the scope of his/her appointment under this order.

- 14. **ETHICAL OBLIGATIONS OF THERAPIST.** Nothing in this order shall be construed to require the Therapist to take action which the Therapist reasonably believes would result in a violation of his/her professional ethics.

- 15. **APPOINTMENT OF SUCCESSOR THERAPIST.** If the appointed Therapist is unable or unwilling to serve prior to the completion of therapy, the parties shall jointly select a replacement Therapist.

If the parties are unable to agree to a replacement Therapist, Petitioner and Respondent may each submit the names and professional qualifications of three

**Comment [MPB35]:** See Minn. Stat. §§ 626.566 and 625.557

**Comment [MPB36]:** See Minn. Stat. § 148.975 and State v. Expose, -- N.W.2d --, 2015 WL 8343119, at \*5 (Minn. Dec. 9, 2015)

**Comment [MPB37]:** See AFCC Guideline 4 regarding multiple roles. While multiple, simultaneous roles are always to be avoided, the therapist may be asked to assume a different role after the conclusion of therapy. While such new roles should be undertaken with extreme caution, geographic distance, finances, or other limitations may make the involvement of another professional impracticable.

**Comment [MPB38]:** See Myers Through Myers v. Price, 463 N.W.2d 773 (Minn. Ct. App. 1990)

**Comment [MPB39]:** See AFCC Guideline 2.1(e)

mental health providers to the Court for consideration, and the Court shall appoint the replacement Therapist.

16. **SERVICE**. Service of a copy of this Stipulation and Order may be made upon attorneys for both parties through the e-filing system, and the same shall be in lieu of personal service. A copy of this Order shall be sent by counsel to the Therapist and filed with the Clerk of Court.

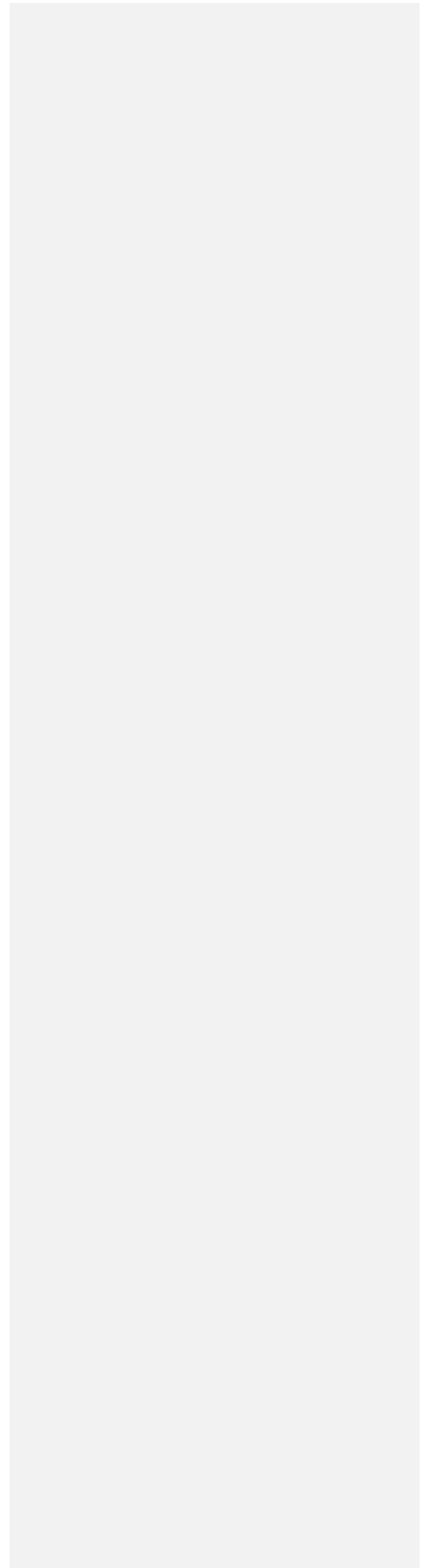


**IT IS SO ORDERED:**

**BY THE COURT:**

Dated \_\_\_\_\_

\_\_\_\_\_  
Judge of District Court



**STIPULATION**

The foregoing Stipulation and Order constitutes the agreements by and between the parties hereto on the issue set forth herein.

IN WITNESS WHEREOF, the parties have signed this document and acknowledge that they have each read it, that they have had an opportunity to consult with an attorney of his or her choice concerning its terms, they understand its contents, and each has received a copy of this document.

IT IS FURTHER STIPULATED AND AGREED that by signing this Stipulation and Order, consisting of <> pages, including signature pages but exclusive of attachments, the parties agree that the Court may approve and enter this Stipulation and Order without notice to the parties.

**STIPULATED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
<>, Petitioner

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201<>.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
<>, Respondent

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201<>.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM ONLY:**

<FIRM>

By: \_\_\_\_\_

<Attorney, Attorney ID No.>

<Street Address>

<City, State ZIP>

Ph: <Phone Number>

Fax: <Fax Number>

<email>

**ATTORNEY FOR PETITIONER**

**APPROVED AS TO FORM ONLY:**

<FIRM>

By: \_\_\_\_\_

<Attorney, Attorney ID No.>

<Street Address>

<City, State ZIP>

Ph: <Phone Number>

Fax: <Fax Number>

<email>

**ATTORNEY FOR RESPONDENT**

