

Attorney for Petitioner

Attorney for Respondent

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

In re the Marriage of:) Case No.
Petitioner:) STIPULATION AND ORDER FOR
) COUNSELING AND/OR PARENT
and) EDUCATION
Respondent:)

1. IT IS HEREBY STIPULATED by and between the parties, (insert names) _____

joined by their respective attorneys of record, to the appointment of

Lyn R. Greenberg, Ph.D. (CA Lic. Psychologist, #PSY11436) to conduct

counseling/psychotherapy with themselves and/or the minor child(ren) of the parties (insert names and birth dates of minor children): _____

New Teaching Order

2. OTHER PARTICIPANTS IN COUNSELING

Both parents will participate in counseling if requested by Dr. Greenberg. Dr. Greenberg may request the involvement of other household or family members as she deems appropriate. The parents acknowledge that, when a child is involved in counseling, the child is considered to be Dr. Greenberg's client/patient. Parents are adjunct/collateral participants in counseling directed toward the welfare of the child.

3. DURATION OF COUNSELING

The parties and/or minor child(ren) and/or others will participate in counseling for at least ____ months, not to exceed one year unless the parties stipulate otherwise or the court so orders. The frequency, duration and structure of sessions will be adjusted as Dr. Greenberg deems appropriate. Dr. Greenberg will determine the order of appointments and who should be present at each. As consistent with other orders in this matter, and if a child is involved in treatment then the parties agree to deviate from their usual parenting time arrangements as appropriate to allow both parties to participate in transporting the minor child to and from treatment.

4. COOPERATION WITH TREATMENT

Both parties are ordered to cooperate with Dr. Greenberg, including, but not limited to, (1) paying for services in a timely manner in accordance with the fee agreement executed by the parties with the Dr. Greenberg, (2) ensuring that the minor child(ren) are transported to and from

scheduled appointments in a timely manner; and (3) exercising parental authority to require that the minor child(ren) attend(s) and cooperate(s) with treatment.

The parties have been advised that successful psychotherapy for children often requires that parents make changes in their own behavior and parenting, to support their children's needs. Dr. Greenberg may request specific changes in such areas as setting appropriate limits for children, encouraging children to express feelings and solve problems appropriately, listening to children's concerns, actively supporting children's independent relationships, and shielding the children from parental conflict. The parties agree to make reasonable efforts to cooperate with Dr. Greenberg's requests in these areas. If either parent disagrees with requests or recommendations made by Dr. Greenberg, the parent will discuss those concerns privately with Dr. Greenberg, and will not allow the child to witness or overhear such concerns. Both parties acknowledge that they have had an opportunity to review this stipulation and Dr. Greenberg's consent agreement, and to ask any questions they may have concerning Dr. Greenberg's approach to treatment and other alternatives that may be available. The structure, frequency, duration, and participants in therapy sessions will be determined by Dr. Greenberg.

Dr Greenberg will not make recommendations as to custody or parenting plans, nor determinations regarding the child's best interests, as these are outside the therapists' role. She may make recommendations to the parties regarding changes in the parent-child relationships that may be helpful to the children in implementing the Court's orders. When children are not directly involved, but therapy is conducted for the benefit of the children parents may need to consider similar behavior changes.

5. GOALS OF COUNSELING

The goals of counseling shall be following (check all boxes and describe specific issues):

Facilitate communication between the parties regarding their minor child(ren)'s needs: _____

Reduce conflict regarding parenting time schedules _____

Improve the quality of parenting skills of (Petitioner/Respondent/both parents),

Address emotional/behavioral problems of child(ren)

Facilitate the relationship between child(ren) and

Petitioner Respondent both parents

Conjoint/family therapy for

both parents

both parents and the child(ren)

6. CONFIDENTIALITY

Except as authorized below, Dr. Greenberg will keep confidential all information obtained in counseling except when mandated by law to report suspected child abuse and where a person

appears to be a danger to him/herself or others. If a child is in treatment, Dr. Greenberg will require written authorizations from both parents to release any information not required by law or addressed in this stipulation/order. Any authorizations to release and receive information, as noted below, represent additional and full waivers of any privileges that may apply to information provided to Dr. Greenberg. References to "any applicable privilege" herein do not represent a legal determination by the therapist that a particular privilege applies in this case. Such a determination would be the province of the Court if a dispute arises. The stipulation signed herein describes the intended conduct of the therapist with respect to these issues, all of which may be subordinate to the orders or findings of the trial court. The parties understand that the therapist is not an attorney and that he/she is required to obey the order of the court and/or to bring to the attention of the court any possible conflicts between the court's orders and professional practice standards applicable to psychologists. By signing this stipulation, both parents acknowledge that they have had an opportunity to review this stipulation with counsel. Both parents agree to attempt to resolve any disputes over sharing of information with Dr. Greenberg before taking legal action. If Dr. Greenberg is required to by subpoena or ethical obligations to participate in a legal matter, the parties agree to reimburse Dr. Greenberg for reasonable expenses including attorneys fees.

The parents also understand that, if Dr. Greenberg is permitted by waiver or required by law or court order to provide information to anyone, including counsel, a child custody evaluator and/or the Court, the information released may include information that might otherwise be considered to be protected under the Health Insurance Portability and Accountability Act (HIPAA).

Should any dispute arise as to whether a communication is privileged, Dr. Greenberg will refer the issue to the court for resolution, and will refrain from disclosing the information in dispute until directed by the Court. Dr. Greenberg will obey any order from the trial court regarding release of treatment information provided by the parents or children. The parties agree to hold Dr. Greenberg harmless regarding any release of information provided based on good-faith adherence to a waiver or Court order, and for any delay resulting from a good faith decision by Dr. Greenberg to seek direction from the Court before releasing information.

7. METADATA

The parties agree that, to the extent Dr. Greenberg is formally (e.g., pursuant to subpoena) or informally requested/required to produce her records, Dr. Greenberg may provide records in paper form or on a flash drive. In either event, Dr. Greenberg will not be required to produce electronic copies of her books and records or provide "metadata" relating to her books and records. Dr. Greenberg's production of documents from her computer will be limited to items Dr. Greenberg can print out. The parties will not have access to Dr. Greenberg's personal devices. Dr. Greenberg will only provide records if all privilege issues have been resolved.

8. DIRECT COMMUNICATIONS TO THE COURT

If either party returns to court regarding custody or visitation issues, Dr. Greenberg:

_____ will provide no information to the court, absent additional order and waivers

_____ will provide a letter to the Court describing the parties' and children's progress

and cooperation in treatment. This may include specific statements and behaviors which Dr. Greenberg deems necessary to adequately support other content or statements in her letter.

_____ will describe the type of additional services and/or treatment, if any, that would be helpful for the children or family

_____ will describe on other interventions that would be helpful to the children and family

Authorization to provide a letter to the Court on any of these issues represents a full waiver of any applicable privilege regarding this counseling/therapy, such a waiver also applies to any testimony that Dr. Greenberg is required to provide about her letter. Any letter provided by Dr. Greenberg will only address issues related to the counseling or therapy. Such a letter does not substitute for a child custody evaluation, and Dr. Greenberg will not make any custody recommendations. Procedures in therapy are not equivalent to those provided in a child custody evaluation.

Dr. Greenberg is authorized to notify the court, with copies of the communication to counsel, if she is unable to proceed with court-ordered treatment due to non-cooperation of any party, including non-payment of fees, or if significant obstacles are being encountered to treatment.

The parties and counsel agree that all testimony provided by Dr. Greenberg, in any matter related to this family, shall be considered expert testimony, paid for at Dr. Greenberg's regular fee, under the terms of Dr. Greenberg's fee agreement. . No letter or testimony will be

provided by Dr. Greenberg without payment seven days in advance, from the parent or counsel desiring such report or testimony, or from the party responsible for paying for treatment. Absent receipt of such payment, Dr. Greenberg will be under no obligation to provide communications, testimony, or services of any kind.

9. INFORMATION TO CUSTODY EVALUATORS

If either party returns to court regarding custody or visitation issues and a custody evaluation is ordered, the parties may be asked to waive privilege so that Dr. Greenberg can provide information to the child custody evaluator. If such waivers are provided, the content of information provided to the evaluator will be at Dr. Greenberg's discretion. Both parents agree to execute any additional releases that may be necessary or convenient to document waiver of privilege. If a child is in treatment, Dr. Greenberg must receive releases from both parents or an order of the Court to disclose treatment information.

10. COMMUNICATION WITH OTHER PROFESSIONALS

To coordinate treatment, it may be helpful for Dr. Greenberg to communicate with other professionals (therapists, teachers, doctors, etc.). The parties hereby waive all applicable privilege to allow Dr. Greenberg to receive information from and provide any and all treatment information to the professionals listed below:

The parties agree to execute any additional releases that may be necessary or convenient to allow such communication. If Dr. Greenberg believes that communication with any other professionals would be helpful to treatment, additional releases may be requested from the parties. If Dr. Greenberg requests communication with the parties' individual treating therapists, the parties may provide a one-way release, preserving the confidentiality of their individual treatment information, if appropriate.

11. If Dr. Greenberg is ordered or requested to provide treatment information in a manner that she believes raises risks to the welfare of the children, Dr. Greenberg is authorized to provide this information to the Court, as well as to request any interventions (e.g.. appointment of minor's counsel) that she believes would mitigate this risk.

12. A review hearing is hereby set for _____, for the following purposes:

13. FEES

The cost of the counseling shall be paid as follows:

_____ Petitioner; _____ Respondent; _____ ½ by each party in accordance with the terms of Dr. Greenberg's fee agreement.

Dr. Greenberg's individual meetings with each parent will be paid for by:

_____ the parent attending the session

_____ ½ by each party;

_____petitioner;

_____respondent.

Outside-session services (including but not limited to conference calls, correspondence, and telephone calls), as described in Dr. Greenberg's consent agreement, will be paid as follows:

Each parent is to provide payment to Dr. Greenberg within ten days of receiving any invoice or request for payment from Dr. Greenberg.

Each parent and counsel acknowledge that they have had an opportunity to review Dr. Greenberg's fee/consent agreement and this stipulation, and to consult with counsel concerning it. The parents agree to abide by the terms of this agreement and Dr. Greenberg's fee/consent agreement, and agree to abide by the terms of those documents. Each parent and counsel acknowledge that treatment services may be suspended if fees are not paid, and that Dr. Greenberg has no responsibility to provide letters, testimony or other services if fees are not paid. If treatment services are suspended due to nonpayment of fees by either party, Dr. Greenberg is authorized to disclose this information to both parents, counsel and the Court.

A facsimile or photocopy of this stipulation/order shall be considered as valid as the original.

This Stipulation and Order may be signed in counterparts.

IT IS SO STIPULATED.

DATED: _____
Petitioner

DATED: _____
Respondent

DATED: _____
Attorney for Minor (if applicable)

AGREED AS TO CONTENT AND FORM:

DATED: _____
Attorney for Petitioner

DATED: _____
Attorney for Respondent

ORDER

IT IS SO ORDERED.

DATED: _____

JUDGE OF THE SUPERIOR COURT