

Comprehensive Evaluation and Limited Family Assessment Informed Consent Overview & Agreement

Comprehensive Legal Decision-Making Evaluation and Limited Family Assessment is a forensic process ordered by the court to assist with implementation of court orders by making recommendations to the court regarding implementation, clarification, modification and enforcement of Legal Decision Making and parenting time orders. The Evaluator will submit a minimum of one report to the Court and may submit additional reports at the request of the court.

Forensic Evaluation and Assessment is a service designed to assist the Court with findings and facts to determine Orders for appropriate care for the child(ren) and interaction of caregivers with their child(ren) in Family Court cases. The overall emphasis is to offer children the opportunity to grow in a family environment free from the devastating stress of being caught in the middle of parental conflict. Considerable research supports that the degree of resilience in children following divorce is directly tied to the ability of the parents to cooperate, co-parent peacefully with one another, and shield the children from conflict.

Please initial below each section indicating your understanding and agreement of each provision:

Forensic Services:

Forensic Services are different from traditional psychotherapy. In psychotherapy, a psychotherapist may advocate for the client. Whereas psychotherapy is a confidential exploration, discussion and mutually agreed upon plan for change, the same does not apply to forensic services. The evaluator is frequently asked to make recommendations or judgments that may not be in-line with the client's wishes.

There is no confidentiality relating to the parties' communications with/to the Evaluator or concerning the Evaluator's activities or recommendations.

Your Evaluator is working as a mental health professional. Under no circumstances should you consider anything stated by your Evaluator as legal advice. You are encouraged to speak with a licensed attorney if you do have any legal questions.

Parent Initials _____

Involvement:

You have chosen to be involved in the forensic process. Individuals choose to participate for different reasons. Some participate with the belief that the process is in his/her interest or the interest of children. Others participate with the knowledge that in some forensic circumstances, a refusal to participate may result in negative consequences from the Court. You acknowledge that you are choosing to participate in this process. You have the right to make an informed decision whether to accept or refuse continued participation in this process. You can choose to not participate in the

process at any point, but depending on the forensic circumstances, the process may continue without my participation and/or legal consequences may ensue. You have the right to consult with other mental health professionals or a legal advisor to assess your decisions regarding participation.

You understand that the purpose of the process is to assist the court and the parties involved in making decisions in the best interest of the child(ren) involved. You acknowledge that the process is intended to be thorough, objective, independent, and in conformity with recognized best practices as applied to the specific situations of this case.

You understand that the appointee will attempt to obtain all relevant information from all sources needed to address the issues before the court. You understand and agree that the appointee will use his/her professional discretion in making any and all decisions regarding who must be contacted, how extensive those contacts will be, and what information should be obtained and reviewed.

Parent initials _____

Appointment Commitment:

You agree to schedule and attend appointments as required by the forensic process.

Parent initials _____

Preliminary Process:

In some cases the Evaluator is appointed by the Court and is notified by letter or minute entry of appointment. In other cases the Evaluator is selected by the caregivers or an Attorney. Parents sign the Comprehensive Evaluation and Limited Family Assessment Informed Consent Overview & Agreement as well as the other initial set of documents. It is understood the the Evaluator will be paid the agreed upon and posted fees identified in the financial agreement by each party as designated by the Court roster.

The Evaluation process will only begin when the information noted below is received from each parent, the financial agreements are signed, and each parent, as required by the particular circumstances, has participated in the initial intake appointment.

The parents will need to fax or scan/email before their initial meetings the following:

- A. Comprehensive Evaluation and Limited Family Assessment Informed Consent Overview & Agreement;
- B. Signed Financial Agreement;
- C. Intake Assessment forms;
- D. Address and Telephone Information form;
- E. Release form(s) from each parent for collaterals that may need to be contacted, including attorneys

- F. Current court orders regarding parenting time, legal decision-making arrangements, and other decrees and judgments, including protective orders if applicable

Parent Initials _____

Evaluation Process:

The Evaluator has a very specific process. Attorneys and parties should not submit any documents unless previously requested by the Evaluator. If there is any information you or your legal representative believes may be important, add them to the return packet and, if needed sign a Disclosure of Protected Health Information if they need to be obtained from another source. All audio/digital recordings provided to the Evaluator must be previously transcribed, and a copy of the transcript must accompany each recording.

Parent Initials _____

Evaluator Authority:

To make recommendations to the Court about caregiving issues, such as:

- a. Findings or suspicion of substance abuse
- b. Concerns about mental illness and its effect on the child(ren)
- c. Domestic Abuse toward another caregiver or child
- d. Potential Alienation
- e. Reunification contact with a child or children
- f. General parental fitness
- g. and any issue as the Court may from to time direct
- h. Have reasonable access to the children with reasonable notice;
- i. Have reasonable notice of any and all judicial proceedings including requests for any examination affecting the children, and shall have copies of all orders and pleadings filed in this case;
- j. Have access to all mental health, school and medical, daycare records of both children and parents;
- k. May interview the parties or children in any combination.

Parent Initials _____

Time Commitment

The evaluation/assessment process may be conducted with a couple sessions or over a period of months. The specific length of time may be mutually determined by the Evaluator and/or the co-parents, and/or by the court order

Parent Initials _____

Telephone Contact

Due to the complexity of this work, and the necessity for the Evaluator to remain neutral and objective, telephone contact initiated by the parents to the parenting Evaluator is limited. Please do call if you are running late for an appointment or are unable to make it to an appointment. Aside from this, any phone contact outside of sessions will be scheduled and billed at the standard hourly rate. All such communication will be entered into the case file and communicated to the other parent at the next joint session. Any phone messages (aside from running late or missing an appointment) left will be summarized in writing and will become a part of the case file. Parents are discouraged from calling the Evaluator as a replacement for problem-solving and conflict resolution.

Parent Initials _____

Electronic Recording During Sessions

No audio or digital recordings will be made during any meetings. The Evaluator may determine if and when to record joint and/or individual sessions.

Parent Initials _____

Disruptive Behavior by a Parent

The intent of the evaluation process is to objectively assess the family dynamic for the best interests of the child(ren) with respect toward all family members. While every precaution shall be taken to secure the safety of participants, it cannot be assured. Appropriate medical and law enforcement notification are the extent of the parenting coordinator's responsibilities at times of physical danger to any one participant involved.

Should a parent choose to engage in disruptive behaviors, the Evaluator will:

- 1. Redirect the parent*
- 2. Ask the parent if they would like to leave the room for a short break*
- 3. End the session, if the disruptive behavior continues*

The disruptive parent will be responsible for the full fee of the session. [In situations in which a parent has made alternative financial arrangements with the court, the disruptive parent will still be responsible for the full session fee]

Parent Initials _____

Cancellations/No-Shows/Arriving Late for Appointments

If a parent must cancel, it must be done 24-hours prior to the scheduled session. For joint or individual sessions, if a parent does not arrive within fifteen minutes of the planned starting time of the session the session will be canceled.

Parent Initials _____

Confidentiality

Forensic evaluation and assessment is an open process between both parents and the Evaluator. The Evaluator will not keep “secrets” between parents. If a parent communicates information to the Evaluator, he/she can expect for that information to be shared with the other parent.

Records are not confidential due to the nature of the forensic services. Thus, the records may ultimately be released, depending on the nature of the particular forensic case. In some cases, all written, digital and audio records, will be released to parties or their representatives, and/or the court. If applicable to your forensic case, by participating in the process, all communications, and information used to form recommendations, may no longer be confidential. The appointee may write a summary to the court or to other concerned parties.

State law requires the evaluator to report all cases of physical abuse, sex abuse, or neglect, of minors or the elderly. You must agree to report any suicidal thoughts or attempts, and/or if I believe any children involved in the process are suicidal. State law may require the evaluator to report all cases in which there exists a danger to self or others. The evaluator may take action to protect those involved.

Confidentiality may be breached if required by criminal or civil investigations. Disclosure may occur of contact and billing information to a collection agency for non-payment of fees.

Confidential communication over the internet cannot be ensured. If a parent and/or attorney choose to use this method of communication they assume all risks regarding the confidentiality of any information sent via e-mail.

Parent Initials _____

Process Regarding Complaints

The Evaluator has immunity in accordance with Arizona law as to all acts undertaken pursuant to and consistent with the appointment order of the Court.

If at any time either parent is dissatisfied with the Evaluator’s services, the following options are available: 1) address the concern with the Evaluator in a joint session; 2) request an individual session with the Evaluator; 3) request that the court terminate services or appoint another Evaluator; or 4) report complaints to the AZ Board of Behavioral Health Examiners . Any alleged impropriety or unethical conduct by the Evaluator shall be brought to the attention of the Court in writing.

Complaints regarding conclusions and recommendations in the evaluation process must be directed to the court, as the Licensing Board handles only complaints regarding violation of licensing rules and regulations.

Parent Initials _____

Professional Practice Statements

The Evaluator currently holds a Master of Community Counseling degree and is licensed to practice Professional Counseling and Substance Abuse Counseling by the Arizona Board of Behavioral Health Examiners. Services rendered will be in accordance with the laws and rules of the State of Arizona and the standards of the Association for Family and Conciliation Courts.

Parent Initials _____

Financial Obligations

The evaluator works on a fee for service basis. In entering the evaluation service, each parent agrees to provide the evaluator a credit card number that will be kept on file. For services rendered in person, payment will be made at the time of each session. For services rendered outside of sessions, the retainer will cover the costs. These costs may include, but are not limited to: reviewing documentation, records management, meetings, correspondences, phone contact, transcription of voicemails, writing agreements, consultation with other professionals, and recommendations to the Court.

If either party has not met their financial obligation and have a balance due, no work pertaining to parenting coordination will be performed. Additionally, the delinquent party shall be charged a 10% finance charge of any outstanding balance every month full payment is not made. (see the financial agreement for fee details)

Since forensic services are not therapy, no third party insurance reimbursement shall be accepted, nor will the parent facilitator provide a parent with a bill designating a “medically necessary diagnosis code.”

Parent Initials _____

Testimony:

If testimony by the appointee is requested, the requesting party must pay testimony and deposition fees at least five business days in advance of the requested testimony. In-person testimony is billed in four-hour blocks and is non-refundable. Telephonic testimony is billed in one hour blocks. Testimony fees are non-refundable if the testimony of deposition is cancelled less than twenty-four hours in advance of the appointee’s expected participation. There is an additional preparation charge of one hour per every thirty minutes to one hour block of testimony. The preparation charges are non-refundable once the service has been provided.

Parent Initials _____

Orders of Protection:

If you are a named party in an active Order of Protection, when scheduling appointment, CSA will do our best to avoid scheduling appointments that may violate the Order of Protection.

Parent Initials _____

Individual Financial Obligations:

Each parent shall be responsible for his/her portion of the service fee designated by the Court. If session is ended due to a parent's disruptive behavior, this parent will be charged the full session fee. This provision will be reinforced in all circumstances regardless of the financial arrangements with the Court.

Any objection to the billing statements must be brought to the evaluator's attention in written form within 10 business days of the billing date. Otherwise, the billing statement shall be deemed agreed to by the parent and collateral. Counseling Services reserves the right to utilize a collection agency to obtain overdue balances. Fees associated with the us of the collection agency shall be charged to the delinquent party.

Parent Initials _____

Signature of Agreement

My signature reflects that I acknowledge my understanding of the terms set forth in this document, that I agree with those terms, and that I will abide by all the conditions outlined. My signature further reflects that any questions or misunderstandings I may have had about conditions in this agreement have been answered to my satisfaction. Lastly I understand that if any future questions arise regarding the conditions in this agreement, I may address them with the evaluator.

Parent Name

Parent Signature

Date

Voice Message can be left on the number below regarding my appointments/case information (if your phone number changes, please update it with CSA):

Phone #: _____ Yes _____ No _____

It is permissible to receive mail from CSA regarding this case at my home.

Yes _____ No _____

It is permissible to email case information, reports and bills to the email address listed:

Email address: _____

Yes _____ No _____