

STATE OF NEW MEXICO  
COUNTY OF  
JUDICIAL DISTRICT COURT

No. D-

,  
Petitioner,

v.

,  
Respondent.

**STIPULATED ORDER APPOINTING GUARDIAN AD LITEM  
WITH JOINT MENTAL HEALTH PROFESSIONAL SERVICES**

**THIS MATTER** having come before the Court upon the Stipulated Agreement of the Parties with Petitioner represented by \_\_\_\_\_ and Respondent represented by \_\_\_\_\_ and the Guardian ad Litem (Laura Cass) representing the best interests of the minor children, the Court having reviewed the pleadings and being otherwise advised **FINDS:**

1. This Court has jurisdiction over the parties and subject matter herein.
2. The parties are the parents of \_\_\_\_\_ minor children:  
**born, now years of age and                      born, now years of age.**
3. Good cause exists to appoint Laura Cass as the Guardian ad litem for the minor children pursuant to Section 40-4-8 NMSA 1978 and Rule 1-053.3 NMRA to represent the children's best interests in this case.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Appointment:** Laura Cass is hereby appointed as the Guardian ad litem (hereinafter "GAL"). The parties understand, acknowledge and agree that the GAL's highest

priority is the best interests of the children and that the GAL may make some decisions and recommendations that neither party, nor the children will like. The parents shall cooperate with the GAL as she seeks to carry out the duties set forth in this order. The GAL shall perform each of the following duties:

- a. monitor, investigate, and protect the best interests of the children;
- b. interview the children face-to-face outside the presence of both parents and counsel if the child is six (6) years or older; If the child is under the age of six (6), the GAL may interview the child outside the presence of the parties and counsel at the GAL's discretion;
- c. interview all parties in conformity with Rule 16-402 NMRA outside the presence of the children and the presence of the parties' counsel unless such counsel requests in writing to be present when the GAL meets with his or her client;
- d. interview each mental health professional provider treating the child. The GAL is hereby authorized to speak with any mental health professional or health care provider regarding treatment of the minor children. The parents shall sign any releases requested by the GAL, however this order shall serve as a general release;
- e. interview any other person(s) and/or review any relevant records the GAL deems reasonably necessary. The GAL is hereby authorized to receive school records, mental health records and medical records for either child. The GAL shall not disseminate any documentation she receives from either child's school, health care provider or mental health professional treating either child without the expressed consent of both parents;

- f. determine the child's wishes, if appropriate;
- g. submit, but do not file, a written report of investigation and separate written recommendations to all parties and counsel at least eleven (11) days before the recommendations are filed with the Court, except in the case of emergency;
- h. file the recommendations, but not the report, with the Court;
- i. perform the duties to the children as set forth in Paragraphs H and I of Rule 1-053.3 NMRA; and
- j. in addition to the foregoing, the court directs the GAL to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

**2. Use of Mental Health Professional:**

**a. Identification of the Potential Need or Immediate Need.** The parties, their counsel and/or the Court have identified that this case may be assisted by the appointment of a GAL jointly with the utilization of services provided by a mental health professional. Choose One option (and strike through the other):

**(1) Potential Need (60 Day Assessment).** As such, the GAL shall do an initial assessment of the case in the first 60 days of her appointment. If the GAL, in her discretion, finds that a mental health professional may be able to assist and assess the parents for behavior modification, co-parenting tools, reintegration issues, parent-child relationship issues, and/or mental health concerns, then the use of the MHP will be initiated by the GAL providing written notice of the same to the parties and counsel with a list of referral issues and notable concerns.

(2) **Immediate Need for Joint Appointment (No Initial Assessment).** It is stipulated that such appointment shall be immediate without the need to do an initial sixty (60) day assessment.

b. **Referral Issues.** The GAL and the MHP will identify any problem areas during their initial assessment and work in this case. The GAL and/or MHP will also review and make findings, as applicable, on any referral requests indicated below as follows:

- (1)
- (2)
- (3)
- (4)

c. **Independent Contractor.** The MHP will work as an independent contractor. The MHP that will be jointly utilized to assist the GAL in this case shall be Maureen Polikoff, L.C.S.W.

d. **Expenses.** The GAL will bill the parties for the services of the MHP at the rate of \$200 an hour plus gross receipts tax.

e. **Voluntary Service.** The parties, through their counsel, acknowledge that this is a voluntary service being provided to better utilize the services of the GAL when mental health assessment and assistance is also needed in the case. The parties expressly waive any arguments that the use of the MHP is not specifically provided for by law.

f. **Term.** The term of the use of the MHP shall be for a period of six (6) months with a possible extension up to a maximum of twelve (12) months total. At any time, the MHP can notify that GAL that further efforts would

be futile and that her services should be terminated with a report back to the Court.

**g. Continued Role of GAL.** While the MHP is actively working with the parties, the GAL will continue to address all issues related to the best interests of the children including referrals for mental health and other specialized services for the children; interpretation of Orders of the Court; compliance issues; and all report writing and court issues.

**h. Consultation between GAL and MHP.** The GAL and the MHP will consult with each other as needed. At any time, the GAL and MHP can share information about the case, including any information/communications received from either party and/or their providers without the need for the parents' to sign releases of information.

**2. Adoption of GAL recommendations:**

**a.** If the parties are willing to adopt the GAL's recommendations, they shall submit a stipulated order adopting the recommendations within eleven (11) days after the recommendations are filed.

**b.** **The parties agree that the GAL's recommendations shall be followed and remain in effect unless or until modified by the Court, subject to each party's right to object.**

**c.** If one or both parties are not willing to adopt the recommendations, such party may file objections to the recommendations within eleven (11) days after the recommendations are filed and a request and notice for hearing on the objections. The objections shall specifically state what recommendations are objected to and the basis for the objection. The Court

will set a hearing on the objections. **Until a hearing can be held and the Court can make a final determination, the parties agree to follow the GAL's recommendations.**

d. **A party's failure to file timely objections to the Recommendations of the Guardian ad Litem shall be deemed a waiver of the right to object and the Court shall, without the necessity of a hearing, enter an Order Adopting the Recommendations of the Guardian ad Litem.**

3. **Acceptance of appointment.** If Laura Cass is willing to serve, she shall forthwith file an Entry of Appearance. If Ms. Cass is unable or unwilling to serve, she shall promptly advise the court.
4. **Expiration of appointment.** This appointment shall expire by Order of the Court.
5. **Immunity of GAL/MHP.** The GAL with the joint use of a MHP serves as an arm of the Court and assists the Court in discharging its duty to adjudicate the children's best interests. The GAL with the use of a MHP shall serve as a functionary arm of the Court pursuant to Rule 1-053.3NMRA. As an arm of the Court, the GAL and the MHP are immune from suit by any party in this matter.
6. **Confidentiality of File.** The GAL and MHP files are confidential and shall not be subject to discovery or a subpoena duces tecum.
7. **Duties of parties.** The parties and minor children over the age of fourteen (14) shall assist the GAL/MHP in carrying out the duties set forth in this Order, including providing information and documents requested by the GAL/MHP and signing any releases requested by the GAL/MHP. The parties understand, acknowledge and agree that there is no confidential relationship between either of them and the GAL/MHP. The GAL/MHP shall have discretion in determining what information

will be shared with each parent and related professionals.

**8. GAL/MHP Fees.**

- a. On or before \_\_\_\_\_, 2023, Petitioner shall advance \$2000 and Respondent shall advance \$2000.00 to the GAL as a retainer toward the GAL's fees and expenses (including the expenses of the MHP). Petitioner shall pay 50% and Respondent shall pay 50% of the additional fees, subject to reallocation by the Court. The GAL shall be paid at an hourly rate of \$285.00 per hour plus gross receipts taxes. The MHP will be billed at \$200.00 per hour plus gross receipts taxes.
- b. The GAL shall submit itemized monthly invoices for professional services to the parties. Included in the GAL statement will be an item line for expenses of the MHP. A separate attachment with the MHP's description of services will be provided with the GAL's monthly statement.
- c. The GAL may recommend reallocation of GAL fees and expenses.
- d. Either party or the GAL may request a hearing on the GAL fees and costs.
- e. GAL fees are considered in the nature of support of the child.
- f. **If a party's balance in the GAL's trust account falls below \$500.00 then the party shall replenish the retainer/trust account with an additional payment of \$2000.00.**

**9. Non-Compliance with Payment.** The GAL/MHP shall cease working on the case if one or both parties is noncompliant with payment of fees, including the requested additional retainer outlined in paragraph 9(f).

**10. Hearings.** The GAL may request an expedited hearing if there is non-compliance with this Order.

**11. Initiation of Services.** The GAL shall not begin work until receiving a copy of the endorsed order appointing the GAL and full payment of the retainer fees. **The Order shall be emailed to the GAL at [laura@lauracass.com](mailto:laura@lauracass.com) along with email addresses for all parties.** Once email addresses are received, the parties will be sent links to pay the retainer fees via LawPay.

**IT IS SO ORDERED.**

\_\_\_\_\_  
**THE HONORABLE** \_\_\_\_\_  
**DISTRICT COURT JUDGE**

Prepared and Submitted By:

LAURA CASS, ATTORNEY AT LAW, L.L.C.

By:     /s/ Laura Cass    

Laura Cass  
Guardian *ad litem*  
9400 Holly Ave. N.E., Building 4  
Albuquerque, NM 87122  
(505) 944-2484  
[laura@lauracass.com](mailto:laura@lauracass.com)

Approved By:

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

*Attorney for Respondent*

Approved By:

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

*Attorney for Respondent*