



Growing Together in Mind and Body

SAFE HARBOR AGREEMENT

Whereas, parents/guardians seek to establish a therapeutic relationship for their child _____.

Whereas, parents/guardians wish this therapeutic relationship for their child or children to be confidential and to provide the child or children with a safe harbor and a place to go to help them during difficult times without fear that anything that they say will be disclosed to either the other parent or a court.

Whereas, _____, hereinafter Therapist, to work with their child and it is their intention to establish in this agreement certain limits to protect their child's disclosures in therapy from being used as ammunition in litigation.

Whereas, parents/guardians agree that Therapists' role is that of an agency/therapist for their child and to create a therapeutic and safe environment for the sharing of feelings related to your divorce/ custody matters and/or unrest in your family and that unfettered confidentiality is necessary to provide the child with a positive therapeutic result.

Whereas, parents/guardians have been admonished and advised to submit a copy of this agreement to their respective attorneys prior to executing this agreement and by executing this document below they either acknowledge that they have sought legal representation with regard to the ramifications of this agreement or specifically waived the opportunity to do so and agree to be bound by its terms regardless.

Therefore, parents/guardians by executing this agreement herein below agreed to be bound by and to follow the following limitations as a condition of Therapist providing services to their child:

1. Judicially related conflict issues will not be submitted to Therapist for intervention. Any concerns Therapist has regarding visitation or parenting will be presented to the child's representative or guardian ad litem and only with full releases of information and subject to the provisions herein below.
2. Therapist may provide the parents/guardians with interventions and strategies to enhance the child's mental and emotional health but Therapist will refrain from any comments regarding the other parent/guardian or otherwise participating in any way in the divorce/custody case or settlement activities.
3. That the child is the patient and the child's parents/guardians will not be and cannot be considered a recipient of services from Therapist. It is agreed that the parents/guardians will not consider Therapist to have provided any treatment or therapy directly to the parents/guardians and that they can expect no personal confidentiality with regard to any statements they make during or in connection with the services being provided to the child.
4. It is understood that prior to your child commencing with therapy, and throughout treatments, signed releases by both parents/guardians will be necessary to authorize the release of information to any third party, and then only at Therapist's sole discretion.



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"Growing Together in Mind and Body"

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5. Therapy will terminate at a mutually agreed upon time or such earlier time as Therapist believes that the terms of this agreement are not being met and/or if Therapist believes that a continued therapeutic relationship would not be appropriate.

6. It is understood that once this agreement is executed, Therapist will not speak with parent's/guardian's attorneys nor will they appear in court proceedings related to the divorce/custody settlement or visitation disputes.

7. The parents/guardians are advised that Therapist may, or may not, be a provider under any insurance plan that you have and with regard to services which are covered under your insurance policy and Therapist will cooperate in the process of billing and collections with third party payors. However, only if Therapist is a contracted provider for an insurance company will a provider contract be applicable. If, however, any work is determined by your insurance company to be uncovered, which, by way of example, may include reports, evaluations, diagnostics, or other related services, the parents acknowledge that by executing this agreement herein below they agree to be personally and severally responsible and liable for the full payment of any such sums billed at the stated hourly rate.

8. All phone calls (whether to the parents/guardians, or other involved persons (school personnel, GAL, physicians, evaluators, etc.)), report writing, evaluations, and other work including, but not with a limited to, file review and research related to the treatment or services provided, are billed at quarter hour segments at the above said rate unless contractual obligations require otherwise. Parents/Guardians acknowledge that insurance usually does not cover this expense.

9. It is agreed that execution of this agreement and compliance with all of its provisions establish the primary conditions under which Therapist has undertaken to treat your child. Parents/guardians do hereby stipulate that Therapist is, for the purposes of any litigation engaged in by or between either of the parties herein-identified, an incompetent witness.

10. It is understood that by executing this agreement, the parties stipulated that except as mandated pursuant to the abused and neglected child reporting act and/or juvenile court act obligations, Therapist cannot be called to testify with regard to any matters involving a therapeutic relationship with your child.

11. It is further understood and agreed that should Therapist be contacted with regard to any courtroom issues (including when they are obligated to participate pursuant to the abused and neglected child reporting act and/or juvenile court act, and/or communications with the child's representative, or GAL, custody evaluators, or otherwise). and regardless of the circumstances, the parents/guardians shall be individually and severally liable for the payment of fees as indicated above for any time spent in connection with such participation. It is also agreed that should either parent/guardian hire an attorney to represent them with regard to any such matter or communication, he, or she, will be bound by this agreement as agents.

12. If either party, the child's representative, the GAL, or anyone else attempts to secure Therapist's testimony at a deposition, trial, or otherwise, and Therapist chooses to be represented, at Therapist's sole discretion, both parents/guardians shall be jointly and severally liable for all attorney's fees and costs incurred and the parents/guardians hereby agree to indemnify Therapist for any such attorney's fees and costs regardless of outcome including any fees, expenses, or costs associated with any collections matters which may result for nonpayment of fees or costs.

13. Should there exist at the time of the execution of this condiment or at any time subsequent to the execution of this agreement case involving the two parents/guardians which in any way involves child custody or visitation, the parents/guardians stipulate to the entry of an order incorporating this document as an agreed order by both party's barring /therapist from testifying. It is understood and agreed that the provisions of this agreement shall be binding upon the parties subsequent to Therapist's termination with the child.

This agreement must be signed by both parents and upon either parent's failure to meet or comply with any provision of this agreement Therapist shall immediately initiate appropriate termination of therapy procedures.

Mother/Guardian Name: _____, Signature: _____
Date: _____

Father/Guardian Name: _____, Signature: _____
Date: _____