

## **THERAPIST AND PARENTS CHILD SAFE HARBOR AGREEMENT**

Whereas, both mother and father seek to establish a therapeutic relationship for their child or children.

Whereas, both mother and father 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, both mother and father have chosen \_\_\_\_\_, hereinafter Therapist, to work with their child or children and it is their intention to establish in this agreement certain limits to protect their child or children's disclosures in therapy from being used as ammunition in litigation.

Whereas, both mother and father agree that Therapist's role is that of an agency/therapist for their child or children 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 or children with a positive therapeutic result.

Whereas, both mother and father 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, both mother and father 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 or children:

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 hereinbelow.
2. Therapist may provide the parents with interventions and strategies to enhance the child or children's mental and emotional health but Therapist will refrain from any comments regarding the other parent or otherwise participating in any way in the divorce/custody case or settlement activities.
3. That the child or children are the patient(s) and neither parent will, or can, be considered a recipient of services from Therapist. It is agreed that neither parent will consider Therapist to have provided any treatment or therapy directly to the parents 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 or children.
4. It is understood that prior to your child or children commencing with therapy, and throughout treatment, signed releases by both parents will be necessary to authorize the release of records or information to any third party, and then only at Therapist's sole discretion.
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 therapy has commenced, Therapist will not speak with either parent's attorneys nor will they appear in court proceedings related to the divorce/custody settlement or visitation disputes.
7. The parents are advised that Therapist charges fees of \$ \_\_\_\_\_ per hour unless contracted to for otherwise. 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 hereinbelow they agree to be personally and severally responsible and liable for the full payment of any such sums billed at the above stated hourly rate.

8. All phone calls (whether to the parents, 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. Mother and father 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 or children. Both parents do hereby stipulate that Therapist is, for the purposes of any litigation engaged in by or between either of the parents herein-identified, an incompetent witness.
10. It is understood that by executing this agreement, the parties stipulate 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 or children.
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 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 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 shall be jointly and severally liable for all attorneys fees and costs incurred and the parents 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 from nonpayment of fees or costs.
13. Should there exist at the time of the execution of this document or at any time subsequent to the execution of this agreement case involving the two parents which in any way involves child custody or visitation, the parents stipulate to the entry of an order incorporating this document as an agreed order by both parties 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 or children.

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. .

Signature of father: \_\_\_\_\_ date: \_\_\_\_\_

Signature of mother: \_\_\_\_\_ date: \_\_\_\_\_