



# Better Today Counseling & Wellness

## “SAFE HARBOR” AGREEMENT

This Safe Harbor Agreement (“Agreement”) is made between Better Today Counseling & Wellness (Provider) and \_\_\_\_\_ (Parent(s)/Legal Guardian(s)) in regard to behavioral health services that Provider has agreed to provide to \_\_\_\_\_ (“the Minor Client”) with the consent of Parent(s)/Legal Guardian(s). It becomes effective on the date indicated below and it remains in effect unless and until it is terminated by order of a court, board or other entity of competent jurisdiction, by the mutual agreement of Provider and Parent(s)/Legal Guardian(s), or by written notice delivered by Parent(s)/Legal Guardian(s) to Provider.

For purposes of this Agreement, “you”, “your” and “yours” refers to the Parent(s)/Legal Guardian(s).

Provider has agreed to provide therapy services to the Minor Client, and this Agreement describes Provider’s agreement with you, the Parent(s)/Legal Guardian(s), about limits on Provider’s disclosure to you and others of information and records related to those services.

### 1. Description of Therapy

Therapy is a process in which a therapist, such as a psychologist, works in a systematic and regular way with a client or clients to address and manage issues that are or may be adversely affecting the client’s mental and/or emotional health and activities of daily living. There are many ways to conduct therapy, but talking with the client in confidential sessions is a common component of most of them.

### 2. Purpose of this Agreement

The therapy process ordinarily involves communication between the therapist and the client about important and often very sensitive information concerning the client’s thoughts, feelings, behavior and relationships. If the client does not trust that the information will be safeguarded appropriately, she or he may refuse to communicate openly with the therapist. That can hinder the client’s progress in therapy. If the information is actually disclosed to others outside of therapy, the client and/or others may suffer serious embarrassment and other harm. That is particularly true in the case of minor clients. The purpose of this Agreement is to establish limits on when and how information related to the therapy will be disclosed so that the Minor Client has a “safe harbor” in which to discuss the information that is exchanged during the therapy process.

### 3. Scope of this Agreement

This Agreement covers all information that is exchanged between Provider and the Minor Client(s) during the course of therapy, information about the Minor Client(s) that Provider may obtain from “collateral” sources such as parents, teachers and other providers, and records maintained by Provider for the therapy. You and Provider agree that neither you nor anyone otherwise authorized by you (for example, your attorney) will seek to compel Provider to disclose any information or records related to the therapy except when and to the extent that Provider determines, based on Provider’s professional judgment, that it is appropriate to do so.

You and Provider also agree that:

- a. You will not authorize your attorney or anyone else on your behalf to compel Provider, by subpoena or other means, to testify or produce any records related to the therapy in any deposition, hearing, arbitration, trial or other proceeding. If you or anyone else on your behalf (for example, an attorney) attempts to do so, you agree to reimburse Provider for all lost income, attorney’s fees, court costs, disbursements and all other expenses incurred by Provider for the purpose of responding to that attempt;
- b. Provider will not be serving as an expert or forensic witness, and will not issue any professional opinions verbally or in written form, related to the therapy unless Provider agrees to do so.

### 4. Effect of this Agreement

In many circumstances, parents are entitled by law to obtain information and records about their child’s therapy. By adhering to this Agreement, you are voluntarily choosing not to exercise your right to obtain the information obtained by (Provider) and/or exchanged between Provider and the Minor Client in therapy or the records of the therapy. If you choose not to adhere to this agreement, Provider will not violate the law by improperly withholding the information and records that are subject to this Agreement, but Provider may in that event choose to terminate the therapy services. Provider makes no representation regarding the legal enforceability of this Agreement, but it is Provider’s intention that this Agreement will be in effect until the Minor Client has reached the age of majority and decides that the information or records related to the therapy should be disclosed to you or others.

Besides limits established by this Agreement for the disclosure of information and records related to the Minor Client’s therapy, there may be other limits established by law, court order or other means for the disclosure of the information and records. If you are not aware of those limits, you should seek legal advice so that you understand how they may affect your legal interests.

### 5. Information Available to You

Even though the purpose of this agreement is to establish limits on when and how

information and records related to the therapy will be disclosed to you, Provider recognizes the importance of disclosing some information and/or records to you about the Minor Client's status and progress in therapy. Therefore, Provider will give you a periodic summary of the therapy that includes, in Provider's professional judgment, information and/or records that will sufficiently apprise you of the Minor Client's status and progress without posing an increased risk of harm to the Minor Client and/or others by circumventing the terms of this agreement. In addition to periodic summaries, Provider will notify you of the need for therapy or other professional services for the Minor Client if, in Provider's professional judgment, notice is necessary to avoid jeopardizing the health of the Minor Client.

## 6. Exceptions to Safe Harbor Status

In addition to the situations described in the preceding paragraph, there are other situations in which Provider may be required to disclose information and or records regarding the Minor Client's therapy even if neither you nor the Minor Client want Provider to do so. Those situations include, but are not necessarily limited to, these:

- a. If Provider receives information from the Minor Client or others indicating that abuse or neglect of a minor or abuse or neglect of a vulnerable adult has occurred, in which case Provider may have to report that information to a law enforcement agency or to other government entities;
  - b. If the Minor Client or another person has communicated to Provider a threat of violence to the Minor Client or to some other potential victim, in which case Provider may have to inform the potential victim and/or a law enforcement agency of the threat;
  - c. If Provider is required by a court order or subpoena to testify or otherwise disclose information or records, in which case Provider may be required to disclose information to person(s) as directed by the order or subpoena;
  - d. If an investigation is being conducted by a licensing board or other government entity, in which case Provider may have to disclose information as directed by that board or entity;
  - e. If there is a federal, state other rule, regulation or law that requires Provider to disclose information in addition to those enumerated above, Provider may have to disclose the information to the extent required by that rule, regulation or law.
- That list is not exhaustive, and there may be other situations in which Provider may have to disclose information and/or records about the therapy services even if you do not want us to do so.

## 7. Duration of this Agreement

You understand and agree that this Agreement is intended to be in effect until the Minor Client has reached the age of majority and has decided whether the information and/or records related to the therapy should be disclosed to you or others.

## 8. Capacity

You understand and agree that a) you are the parent(s) and/or legal guardian(s) of the Minor Client receiving the therapy, (b) that you have legal custody of the Minor Client). (c) that you are authorized by law and otherwise competent to enter into this Agreement, and (d) that you are not under any duress in entering this Agreement.

#### 9. Acknowledgement

By your signature below you acknowledge that you have read and that you understand the terms of this Agreement, that you have had an opportunity to consult with an attorney regarding it, and that you agree to its terms.

Signature(s) of Parent(s) or Guardian(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Provider:

Better Today Counseling & Wellness

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

Date: \_\_\_\_\_