



## AGREEMENT FOR PSYCHOTHERAPY SERVICES-SAFE HARBOR

REGARDING: \_\_\_\_\_  
\_\_\_\_\_

All parties understand and agree to the following:

1. In order to protect (minor child(ren)) and to provide (him/her) with a safe place for effective counseling, both parents and/or legal counsels stipulate that they shall not seek or obtain copies of (minor child(ren))'s counseling records created by and maintained at Ascend Family Institute, LLC, or any other verbal or written information about the therapy services, for any use in any family court proceeding. The sole intent of Ascend Family Institute, LLC, and its staff and therapists, is to promote the well-being of (minor child(ren)) and not to offer any opinion regarding custody or visitation, as to do so would be contrary to the competency of any Ascend Family Institute therapist acting in a therapeutic role. The parent(s) may obtain information about the counseling progress through the attending Ascend Family Institute, LLC therapist and each parent shall be involved with, and shall cooperate with the counseling as deemed appropriate at the discretion of the therapist. These counseling records shall not be admissible in any family court proceeding;
2. The parent(s) shall be equally responsible to pay the costs for the counseling, unless a previous agreement for payment of services currently exists. Each parent will have equal access to review the billing records and access to the payments made by the other parent;
3. The parent(s) and legal counsels agree not to call the therapist as a witness in family court or to issue a subpoena for testimony. A judge may decide not to honor this agreement and the therapist may be required to be a witness although the therapist will try to prevent that from happening;
4. Both parent(s), legal counsels, and guardian ad litem need to be aware that once therapy starts, it is unethical for the therapist to give any opinion about custody or visitation arrangements, even if the therapist is compelled to be a witness. (It must be understood that no Ascend Family Institute, LLC therapist acting in a therapeutic role has a stated competency with his/her licensing board to render expert opinions about child(ren) custody or visitation);
5. If the court appoints a guardian ad litem or a professional for a child custody evaluation or parenting time advice, the therapist will provide information to him/her consistent with state law, so that the best decisions can be made. The therapist will not make any recommendations about the final decision. Similarly, if the parties have agreed to a parenting consultant, the child therapist may share information with the parenting consultant if the information is deemed necessary for an informed decision to be made in the best interest of the child(ren). Therefore, custody evaluators, parenting assessors, parenting consultants, parenting time expeditors, and guardian ad litem may have access to medical records and/or information related to the child(ren)'s therapy, as deemed appropriate by the therapy team;



6. A copy of the divorce decree or other legal documents (i.e., court orders, orders for protection, restraining orders, custody/visitation); requested by the therapist pertaining to this child(ren)'s care shall be provided and will be kept in (minor child(ren)'s) mental health record;
7. The therapist will keep information learned from and about (minor child(ren)) confidential from the parents unless (minor child(ren)) agree(s) to disclosure or the therapist believes in his/her best clinical judgment the information needs to be shared for safety purposes;
8. It is up the therapist to determine if information from the child(ren)'s therapy should be shared with one or both parents. The information will be shared with whichever parent(s) the therapist believes needs to know the information to help the child. Therefore, even under this agreement, therapists can share information at their discretion but are not obligated to share with either parent. Therapist is also not obligated to share with both parents when sharing with one parent unless the therapist believes it is helpful for one or both parents to know and would not harm the child for one or both parents to know. The information shared, and with whom the information is shared, whether with parents or professionals, is at the sole discretion of the Ascend Family Institute, LLC staff and providers based on the best clinical judgement of the providers involved based on the information they had at the time the decision was made.
9. Both parent(s) and the guardian ad litem or parenting consultant will receive regular reports from the therapist about progress;
10. The therapist may deny access to (minor child(ren))'s mental health records, if in the opinion of the therapist, allowing access could pose a risk to the emotional or physical well-being of (minor child(ren));
11. The therapist will follow all mandated reporting, and Duty to Warn/Protect requirements; and
12. The parents understand that counseling can be of significant assistance to some clients, of some assistance to others, and of no assistance to other clients.
13. Neither parent will ask the child(ren) questions regarding the therapy process which includes but is not limited to; what was said in therapy, either by the child(ren) or the therapist, or discussion of hypothetical conversations that could have happened in therapy with the child(ren). Should the child(ren) reference information from therapy with either parent, that parent can validate the client and listen but not explore for additional information. Any information shared by the child(ren) should not be used against the child(ren) or the other parent at a later time.



Parent 1 Print Name: \_\_\_\_\_

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

Parent 2 Print Name: \_\_\_\_\_

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

Counsel 1 Print Name: \_\_\_\_\_

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

Counsel 2 Print Name: \_\_\_\_\_

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

Additional Professional Print Name: \_\_\_\_\_

Role: \_\_\_\_\_

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

Additional Professional Print Name: \_\_\_\_\_

Role: \_\_\_\_\_

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



Additional Professional Print Name: \_\_\_\_\_

Role: \_\_\_\_\_

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

Additional Professional Print Name: \_\_\_\_\_

Role: \_\_\_\_\_

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

Therapist Print Name: \_\_\_\_\_

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

Therapist Print Name: \_\_\_\_\_

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

Therapist Print Name: \_\_\_\_\_

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

Therapist Print Name: \_\_\_\_\_

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