

Safe Harbor/Haven Therapist Agreement

In choosing a clinician at Infinite Healing and Wellness or _____, you are choosing the health professional to serve as a "safe harbor/haven" counselor for the minor child/children named _____. The counseling shall take place pursuant to the following guidelines:

- a. **Purpose of Therapy.** The chosen therapist(s) will serve as confidential, "safe haven" counselor(s) for the parties' minor child. The therapist(s) shall not engage in any activity normally expected of a custody evaluator, couple's counselor, parenting coordinator, mediator or parent-child reunification specialist. Neither party shall call the therapist(s) to testify at any court hearing, nor shall either party attempt to elicit the therapist(s) opinions or findings by letter, affidavit, or testimony. The exclusive goal of this therapy is to give the child a resource to express their own feelings, hopes, and worries to a neutral professional, without fear of subsequent disclosure to a third party.
- b. **Participants in Sessions.** The therapist(s) may counsel the child individually or in any combination deemed appropriate by the therapist(s) at the sole discretion of the therapist(s) in the exercise of his/her/their professional judgment. The therapist(s) may also request one or both of the parties (the identified client/child or care givers) to participate in a counseling session; a request which each party shall fully comply.
- c. **Confidentiality.** Subject to Arizona law (e.g.- mandatory reporting pursuant to A.R.S. 13-3620) or court order, the therapist(s) shall not disclose to another person (a) any communication between the therapist(s) and child: or (b) any portion the therapist(s) and child: or (c) any portion of the therapist's treatment file, except that the therapist(s) may communicate as required by the judge assigned to this case (should there be a Family Court case at any time during treatment).
- d. **Restricted Communications with Therapist.** Other than purposes of scheduling appointments and arranging payment neither of the parties (or the parties' attorneys) may communicate with the appointed therapist(s) by any means the purpose of discussing the parties' child or this Family Court case (should one exist). Except court orders no party (or attorney for a party) may submit written or electronically-stored materials, including, but not limited to, copies or pleadings, motions, letters, or exhibits, to the therapist(s) unless requested by the therapist(s) to do so. In which event, the transmitting party shall not discuss or disclose data beyond the scope of the request by the therapist(s). A party who submits materials to the therapist(s) pursuant to the latter's request shall simultaneously disclose a copy of the same materials to the other party. Notwithstanding the foregoing restrictions, the therapist(s) is always free to write to both parties or to request a telephonic conference call with both parties to request documents, to suggest a new course of action, or to seek an update on the status or the Family Court proceedings (should there be one ongoing).

