



SAFE HARBOR AGREEMENT

Parents and guardians are important, and Ellie welcomes the productive collaboration of all parents/guardians in the treatment process. Parental/Guardian cooperation is often vital to increasing the odds a child can benefit from services. Another important contributor toward a higher likelihood of success is confidentiality. This Agreement will define how Ellie Mental Health will balance cooperation and confidentiality for the benefit of your child.

For purposes of this Agreement, “you”, “your” and “yours” refers to the Parent(s) of the minor child listed below (“the Minor Client”) participating in therapy or medication management services (“Services”), and/or individuals/entities who have legal rights to access information and/or records related to the Minor Client’s healthcare.

By signing this agreement, you are entering into a Safe Harbor Agreement (“Agreement”) between you and Ellie Mental Health (Ellie), and anyone who works for Ellie in any capacity, protecting all information and records related to Services provided for _____ (“the Minor Client”). This Agreement describes Ellie’s agreement with you about limits on Ellie’s disclosure of information and records related to the Minor Client to you or others.

1. Effective Dates and Duration

This agreement becomes effective on the date signed and remains in effect unless and until it is terminated by court order, a board or other entity of competent jurisdiction, or written notice to Ellie from the Parent(s) who signed below. Ellie recognizes that that the court decides the enforceability of this Agreement, but it is Ellie’s intention Agreement will be in effect until the Minor Client has reached the age 18 and decides whether the information and/or records related to Services should be disclosed to you or others.

2. Definition and Scope of Services

Services to which this agreement applies include therapy and/or medication management, as defined below:

Therapy: Therapy is a process in which a therapist (“Provider”) 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.

Medication Management: The goal of medication management is to identify mental health concerns and offer an effective treatment recommendation. A qualified professional’s (also “Provider’s”) treatment recommendations may include medication-based treatment and brief therapeutic interventions from your medication management provider, in conjunction with any other treatment. Psychiatric medications can be used to treat many mental health conditions and are often used in conjunction with therapy.

The foundation of both Services is a therapeutic alliance/relationship (a cooperative working relationship between the client and either Provider). Outcome research suggests this is an essential aspect to increase the odds Services will be effective. The sole intent of Services is to promote the well-being of the Minor Client and not to offer any opinion regarding custody or visitation, as custody recommendations are outside the scope of therapy or medication management Providers’ roles.

Exception: If a child receives psychological assessment/evaluation (that includes testing) at Ellie, the results of that assessment/evaluation, including the written report, are not subject to Agreement, even if the child is also receiving other Services that are subject to this Agreement.

3. Purpose of this Agreement

Providing mental health services ordinarily involves communication between Provider 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 Provider. That can hinder the client’s progress in therapy. If the information is disclosed without the client’s permission, 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 Services will be disclosed so that the Minor Client has a “safe harbor” in which to discuss the information that is exchanged during the treatment process.

4. Scope of Agreement

This Agreement protects all information that is exchanged between Ellie (and all its staff and Providers) and the Minor Client during the course of treatment; information about the Minor Client obtained from “collateral” sources, including but not limited to parents, guardians, teachers and other providers; and records maintained by Ellie that contain information about the Minor Client. It does not protect information about the Parent(s)/Legal Guardian(s). You and Ellie agree that neither you nor anyone otherwise authorized by you (for example, your attorney) will seek to compel Ellie to disclose any information or records related to Services except when and to the extent Ellie and/or Provider determines it is appropriate to do so. You and Ellie also agree that:

- A. It is Ellie’s responsibility to keep the information confidential.
- B. Ellie will release information to parents, or individuals for whom the legal custodian(s) authorize(s), if sharing the information promotes the therapeutic goals of the child(ren) and/or the therapeutic relationship between Provider and child(ren).
NOTE: Though, in most circumstances, all parents have rights to access medical information about their children (unless those rights have been limited or terminated by the Court), only legal guardians have the right to authorize the release of the Minor Client’s confidential and/or protected health information (PHI) to a 3rd party.
- C. Ellie will protect and keep confidential any information that may, in the clinical judgement of Provider and/or determination of Ellie, negatively impact 1) the Minor Client, 2) the Minor Client’s relationship with either parent or guardian, or 3) the Minor Client’s therapeutic relationship with Provider, no matter how that information is requested.
- D. If Provider or Ellie indicates requested information will not be released due to the parameters of this Agreement, it is your and your attorney’s responsibility to not request, by subpoena or other means, that information or records containing that information 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 Ellie for all lost income for provider and other staff, attorney’s fees, court costs, disbursements and all other expenses incurred by Ellie for the purpose of responding to that attempt.
- E. You and your attorney will refrain from calling any staff associated with Ellie, including Providers of the Minor Client’s Services, as a witness in Court unless Provider, or an Ellie representative, agrees testimony would likely benefit the Minor Client.
- F. The Court does have the final decision on the validity and enforcement of this document. Different jurisdictions may have different standards about which documents are enforceable. If the Court orders the release of information related to the Minor Client’s Services despite this Agreement, Ellie requests the Court conduct an *in-camera* review of the information and/or records released.
- G. If, despite this agreement, you subpoena the testimony of Provider or any staff member associated with Ellie and pay applicable fees, Provider will testify as to the existence of this document and will only answer questions to which answers could contain information protected by Agreement if directly ordered by the Court to do so. This means Provider, with permission of the legal guardian(s) will share information that may benefit the child but not information that would be protected under this Safe Harbor or for which the Provider does not have a signed release to share, unless the Court orders the Provider to share that information.
- H. Parents and guardians often have (very appropriate) conversations with children about many aspects of a child’s life, including what the child is learning about in therapy. These conversations are often initiated by children, and children benefit when parents show interest in what the child is sharing. However, it is important parents do not attempt to illicit information from the child beyond what the child volunteers with the intention of getting information protected by Agreement. By signing Agreement, you agree you will not ask the Minor Child questions regarding the therapeutic process, which includes but is not limited to what was said in therapy, either by the child(ren) or Provider, or discussion of hypothetical conversations that could have happened in session with the child(ren), to gather information to use against the child or the other parent or guardian.

5. Effects and Limits of this Agreement

By adhering to this Agreement, you are voluntarily choosing not to exercise your right to access information or records maintained by Ellie or exchanged between Provider and the Minor Client unless Provider believes it would benefit Minor Child for the requested information to be released.

Mandatory Disclosures: Even though you are choosing not to exercise your right to access information related to Minor Client’s Services, there may be situations in which Provider is required to disclose information and/or records regarding the Minor Client’s

Services even if neither you nor the Minor Client wants 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 Ellie in which case Provider may have to disclose information as directed by that board or Ellie;
- e. If there is a federal, state 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.

This list is not exhaustive, and there may be other situations in which Provider/Ellie may have to disclose information and/or records about the Services even if you do not want Provider/Ellie to do so.

Information available to Parent(s)/Legal Guardian(s): Parent(s)/Legal Guardian(s) will receive, upon request, information related to the Minor Client's diagnosis, dates of service (including scheduled and missed appointments), and billing (including payments made or owed by both parents/guardians). Parent(s)/Legal Guardian(s) will also have the opportunity to give input toward and receive updates about the Minor Client's treatment goals. In addition, even though the purpose of Agreement is to establish limits on when and how information and records related to Services will be disclosed to you, Ellie recognizes the importance of disclosing some information and/or records to you about the Minor Client's status and progress in treatment. Therefore, while Services remain ongoing, Provider will give you a periodic summary of Services 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 Agreement.

It is up to Provider to determine if information from the Minor Client's Services should be shared with one or both Parent(s)/Legal Guardian(s). The information will be shared with whichever Parent(s)/Legal Guardian(s) the provider believes need(s) to know the information to support the Minor Client's treatment goals. Therefore, even under this Agreement, Providers can share information at their discretion but are not obligated to share any information with either Parent(s)/Legal Guardian(s) or the same information with both Parent(s)/Legal Guardian(s) (except what is described above).

Besides limits established by this Agreement for the disclosure of information and records related to the Minor Client's treatment, 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.

Information shared with 3rd Parties: The information shared, and with whom the information is shared, whether with Parent(s)/Legal Guardian(s) or other professionals, is at the sole discretion of the Provider and Ellie based on the best clinical/professional judgement of the Providers involved. If the party or parties with legal custody sign(s) a release of information for a third party whose files are not confidential, such as a guardian ad litem or custody evaluator, Ellie/Provider will utilize the same standards as above. Providers will be allowed to use discretion regarding what to release and what to keep confidential/private. It is the intention of Ellie to ensure Providers coordinate care with other professionals to advance Minor Client's therapeutic progress without jeopardizing the protection of Minor Client's confidentiality created by Agreement.

Potential Results of Breaking Agreement: If you choose not to adhere to Agreement, Provider and/or Ellie will not violate the law by improperly withholding the information and records that are subject to this Agreement, but Provider/Ellie may in that event choose to terminate the services and/or request a court order requiring the release of the records despite Agreement.

6. Capacity

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

7. 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):

X _____ Date: _____

X _____ Date: _____