

CONSENT TO THIRD PARTY SCREENING AND SAFETY PLANNING

This agreement is between _____ (“the party”) and Hayley Glaholt (“the screener”).

THE SCREENING AND SAFETY PLANNING PROCESS

The party agrees to meet confidentially with the Screener, as requested by her / his counsel, for the purpose of assessing for power imbalances and / or intimate partner violence, and to jointly create a “Safety Plan” for the immediate needs of the client if needed.

The Screener will, at her discretion, provide appropriate information and recommendations to the party. The Screener is independent of the party and his / her lawyer. Based on the information provided by the party, and applying her skills and experience, the Screener may make confidential recommendations to the party in the form of a “Safety Plan”.

The party shall provide full information, as requested, to the Screener. The failure to do so may result in the withdrawal of the Screener. The information that the party provides will be used only to enable the Screener to make informed recommendations that are intended to help the party assess their own level of risk, and put a plan in place to limit or reduce risk.

WAIVER OF LIABILITY

It is important to note that all risk assessments, third party screenings, and Safety Plans have limitations. No risk assessment, third party screening, or Safety Plan can predict if / when the next violent or abusive incident will occur or what sort of harm will happen as a result of that incident. The party agrees to hold the Screener harmless and waive any claim or right of action against the Screener.

CONFIDENTIALITY OF THE SCREENING PROCESS

All information and documents provided by a party shall remain confidential between that party and the Screener. All information arising from the screening and safety planning process, including the Screener's notes, opinions and recommendations, shall be used only for the purpose of providing an informed and confidential Safety Plan to the party.

The Screener may, solely at their discretion, release some of the screening information, as the screener deems necessary to fulfill their role. The information may be released to a lawyer or other professional retained by a party. No information arising from the screening process shall be otherwise disclosed to any person for any purpose, except as required by law. Such exceptions may include:

- Reporting a child in need of protection in accordance with section 125 of the Child, youth and Family Services Act, 2017;
- Where a court of competent jurisdiction makes a valid order requiring evidence from the Screener;
- Where the disclosure, without the identification of any party, contributes to education, research or training, or,
- Where the Screener believes on reasonable grounds that there is an imminent risk to an identifiable person or group of death or serious bodily or psychological harm, they may disclose such confidential information that is required in the circumstances to prevent such death or harm.

The party will not summons, subpoena or otherwise require the Screener to provide evidence with respect to the screening process or safety planning process in any legal or administrative proceeding, nor will the party seek production of any documents that were provided for or prepared in connection with the screening process or safety planning process (unless they are otherwise discoverable). If the party contravenes this provision, that party will be responsible for all legal costs and the Screener's fees and expenses. That party will indemnify and save harmless the Screener from all costs, claims, causes of action or proceedings which may arise out of the Screening and / or Safety Planning session(s).

RIGHT TO WITHDRAW

The party has the right to withdraw from the Screening and/ or Safety Planning process at any time. The Screener has the right to terminate the Screening and / or Safety Planning process at any time, at their discretion.

FEES

The party shall pay the Screener's fees in full either prior to or at the time of their meeting with the Screener.

By signing below, the party acknowledges that they have read this agreement, understand it, and agree to its terms. The party acknowledges that they are signing the agreement voluntarily.

Dated at _____ this ____ day of _____ 20 ____ .

X

Party

X

Date

X

Counsel

X

Date

X

Screener

X

Date