

Psychotherapeutic Resources

Safe Harbor Agreement

1. **Parties.** The parties to the Agreement are:
 - a. The Parents/Guardians:
 - i. _____
 - ii. _____
 - b. The Therapist: _____
2. **Goal.** The therapeutic goal is to permit the children to have a place that they deem safe to be able to speak to a mental health provider about any apprehension, concerns, or issues without fear that what they will say will be used to interfere with, or create problems in their relationship with either parent.
3. **Safe Harbor.** In order to effectuate the stated goal, the parties acknowledge the importance of the therapist's office being a safe harbor- a place where the children can be truthfully assured that they will not disclose to a third party without their consent.
4. **Agreement.** Therefore, to create the safe harbor for the children, the parties agree as follows:
 - a. **No court/ no depositions.** Neither parent shall, nor will either parent permit his/her attorney to, subpoena the therapist or his/her notes to a trial, hearing, deposition, or arbitration.
 - b. **No interrogations.** Neither parent shall, nor will either parent permit his or her attorney to, demand answers from either the therapist or the children to questions about the content of the therapy.
 - c. **Exceptions.** This safe harbor agreement does not preclude either parent or his/her attorney from issuing a subpoena to the child's therapist for the purpose of having the therapist share treatment goals, impressions, or recommendations with the Court. This safe harbor agreement does not apply to the required disclosures under the Child Abuse Reporting Act.
 - d. **Enforcement.** Any party, or his/her attorney, who seeks to interrogate or subpoena the therapist shall be liable for all attorney fees and costs incurred to resist answering discovery requests or to quash a subpoena not consistent with c. above and will be expected to pay for all professional time, including preparation and transportation costs. Because of the difficulty of legal involvement, we charge \$200 per hour for preparation, transportation and attendance at any legal proceedings.

Signatures

Parent/Guardian (i) _____ Date: _____

Parent/Guardian (ii) _____ Date: _____

Therapist _____ Date: _____