



LEGACY

MENTAL HEALTH CENTER

Safe Harbor Agreement



1. **Parties:** The parties to this Agreement are _____ and _____ (together “the parents”) and _____ (“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 apprehensions, concerns, or issues without fear that what they 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 what they say will not be disclosed to third parties 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 or her attorney to, subpoena the therapist or 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. No disclosure. The therapist agrees that she shall not divulge to either parent, to either attorney, to the judge, or to any other third party, any matter relating to the content of the therapy with the children (except required disclosures under the Child Abuse Reporting Act, or other safety concerns) without the children’s explicit consent.
 - d. Enforcement. Any party, or his or 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.

Signature of Guardian

Date

Signature of Guardian

Date

Signature of Therapist

Date