

SAFE HARBOR AGREEMENT FOR CHILDREN

The parties to this agreement are:

The Company – Lifespan Mental Health, PLLC

(Parent/Guardian 1)

And

(Parent/Guardian 2)

(“the parents” of child patient name).

1. Goal: The therapeutic goal of a Safe Harbor Agreement 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 inform or interfere with any ongoing or future court case or create problems in their relationship with either parent/legal guardian.
2. Safe Harbor: In order to effectuate the stated goal, the parties (the parents and the professional) acknowledge the importance of the professional’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.
3. AGREEMENT: Therefore, to create the safe harbor for the children, the parties agree as follows:
 - a. No Court/No Depositions. Neither parent/legal guardian shall, nor will either parent/legal guardian permit his or her attorney to, subpoena the professional or his/her notes to a trial, hearing, deposition or arbitration.
 - b. No Interrogations. Neither parent/legal guardian shall, nor will either parent/legal guardian permit his or her attorney to, demand answers from either the professional or the children about the content of the mental health services.
 - c. Limited Disclosure. The professional agrees that they will divulge only clinically relevant information to either parent/legal guardian, to either attorney, to the Judge, or to any third party, relating to the content of mental health services with the children (except required disclosures under law) with the child’s explicit consent.
 - d. Enforcement. Any party, or his or her attorney, who seeks to interrogate or subpoena the professional or Company shall be liable for all legal fees and costs incurred to resist answering discovery requests or to Squash a subpoena, and/or for any time spent on preparation, travel, and/or court time.

Parent/Legal Guardian Signature: _____ Date: _____

Printed Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

Printed Name: _____