SAFE HARBOR AGREEMENT

This Safe Harbor Agreement (“Agreement”) is made between <(Provider)> and <Parent/Legal Guardian> in regard to behavioral health services that <Provider> has agreed to provide to <Child>, the Minor Client, with the consent of <Parent/Legal Guardian>. It becomes effective on the date indicated below and it remains in effect unless and until it is voided by order of a court, board, or other entity of competent jurisdiction, or by the mutual agreement of <Provider> and <Parent/Legal Guardian>.

<Provider> has agreed to provide therapy services to the Minor Client, and this Agreement describes <Provider’s> agreement with you, the Parent/Legal Guardian, about limits on <Provider’s> disclosure to you and others of information and records related to those services.

1. Description of Therapy

Therapy is a process in which a therapist, such as a psychologist, 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.

1. Purpose of the Agreement

The therapy process ordinarily involves communication between the therapist 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 the therapist. That can hinder the client’s progress in therapy. If the information is actually disclosed to others outside of therapy, 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 the Agreement is to establish limits on when and how information related to the therapy will be disclosed so that the Minor Client has a “safe harbor” in which to discuss the information.

1. Scope of this Agreement

This Agreement covers all information that is exchanged between <Provider> and the Minor Client(s) during the course of therapy, information about the Minor Client(s) that <Provider> may obtain from “collateral” sources such as parents, teachers, and other providers, and records maintained by <Provider> for the therapy. You and <Provider> agree that neither you nor anyone otherwise authorized by you (for example, your attorney) will seek to compel <Provider> to disclose any information or records related to the therapy except when and to the extent that <Provider> determines, based on <Provider’s> professional judgment, that it is appropriate to do so.

You and <Provider> also agree that:

1. You will not authorize your attorney nor anyone else onn your behalf to compel <Provider>, by subpoena or other means, to testify or produce any records related to the therapy 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 <Provider> for all lost income, attorney’s fees, court costs, disbursements, and all other expenses incurred by <Provider> for the purpose of responding to that attempt;
2. <Provider> will not be serving as an expert or forensic witness, and will not issue any professional opinions verbally or in written form, related to the therapy unless <Provider> agrees to do so.
3. Effect of this Agreement

In many circumstances, parents are entitled by law to obtain information and records about their child’s therapy. By adhering to this Agreement, you are voluntarily choosing not to exercise your right to obtain the information obtained by <Provider> and/or exchanged between <Provider> and the Minor Client in therapy or the records of the therapy. If you choose not to adhere to this Agreement, <Provider> will not violate the law by improperly withholding the information and records that are subject to this Agreement, but <Provider> may in that event choose to terminate the therapy services. <Provider> makes no representation regarding the legal enforceability of this Agreement, but it is <Provider’s> intention that this Agreement will be in effect until the Minor Client has reached the age of majority and decides that the information or records related to the therapy should be disclosed to you or others.  
  
Besides limits established by this Agreement for the disclosure of information and records related to the Minor Client’s therapy, 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.

1. Information Available to You

Even though the purpose of the Agreement is to establish limits on when and how information and records related to the therapy will be disclosed to you, <Provider> recognizes the importance of disclosing some information and/or records to you about the Minor Client’s status and progress in therapy. Therefore, <Provider> will give you a periodic summary of the therapy 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 by circumventing the terms of this Agreement. In addition to periodic summaries, <Provider> will notify you of the need for therapy or other professional services for the Minor Client if, in <Provider’s> professional judgment, notice is necessary to avoid jeopardizing the health of the Minor Client.

1. Exceptions to Safe Harbor Status

In addition to situations described in the preceding paragraph, there are other situation in which <Provider> may be required to disclose information and/or records regarding the Minor Client’s therapy even if neither you nor the Minor Client want <Provider> to do so. Those situations include, but are not necessarily limited to, these:

* 1. 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 governmental entities;
  2. 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;
  3. If <Provider? Is required by a court order or subpoena, in which case <Provider> may be required to disclose information to person(s) as directed by the order or subpoena;
  4. If an investigation is being conducted by a licensing board or other government entity, in which case <Proier> may have to disclose information as directed by that board or entity;
  5. If there is a federal or state law that requires <Provider> to disclose information in other circumstances, <Provider> may have to disclose the information to the extent required by that law.

This list is not exhaustive; there may be other situations in which <Provider> may have to disclose information about the services we are providing even if you do not want us to do so.

1. Duration of this Agreement

You understand and agree that this Agreement is intended to be in effect until the minor child has reached the age of majority and have decided whether the information or records related to the therapy should be disclosed to you or others.

1. Capacity

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

1. Acknowledgment

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 of Parent or Guardian:

Date:

Signature of <Provider>:

Date: