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### Safe Harbor Agreement

1. Parties to this agreement:

\_\_\_\_\_ (parent/guardian)

\_\_\_\_\_ (parent/guardian)

This agreement is in regard to the following children:

\_\_\_\_\_  
\_\_\_\_\_

2. The therapeutic goal is for children to have a place where they feel safe and are able to speak to a mental health provider without any fears, concerns or issues regarding custody and know that what they say will not be used to interfere with or create problems in their relationship with either parent.
3. **Safe Harbor.** In order to make the stated goal happen, the parents acknowledge the importance of the therapist's office being a safe harbor - a place where children can be truthfully assured that what they say will not be used in custody disagreements.
4. **AGREEMENT:** Therefore, to create a safe harbor for the children, the parties agree to the following:
  - a. No court/no dispositions. Neither parent shall, nor will either parent permit his or her attorney to subpoena the therapist or his/her notes to a trial, hearing, or arbitration. This therapist is **not** a professional mediator for custodial situations. Any custody court issues will be referred to an outside professional referral source such as a parenting mediator.
  - 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 therapy.
  - c. Disclosure. The therapy sessions between children and therapists remain confidential and the therapist will not disclose the content to either parent, attorney, or judge (except required disclosures around the Child Abuse Reporting Act, or other safety concerns). However, the therapist will provide a general summary to either parent per the discussion during the informed consent process.
  - 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. Therapist time will be priced at \$500 per hour.

Signatures

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Date