



Safe Harbor Agreement

The therapeutic goal is to permit the children to have place that they deem safe to be able to speak to a mental health provider about any apprehensions, concerns, or issues. The child will be free to receive therapy without fear that what they say will be used to interfere with or create problems in their relationship with either parent.

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.

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 s/he shall not divulge 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) without the children's explicit consent.
- D. Exceptions:
 - 1) The therapist shall be free to advise the parent or guardian that certain matters which arose in therapy should impact particular parenting decisions.
 - 2) The therapist, at his or her sole discretion, may divulge what s/he deems to be sufficient pertinent information.
 - 3) If the parent or guardian makes a decision based on input from the therapist, the parent or guardian shall only reveal in the decision that amount of information which the therapist authorizes about the children's statements.
 - 4) Accordingly, the parents understand and accept that occasionally there may be a decision which reads: "I have decided this based on input from the children's therapist," without further explanation.

5) Each parent understands certain information that is gathered and/or exchanged may be released to one or both parent and/or child at the therapist's discretion if it is thought beneficial to the child's progress.

E. No Loophole. To preclude either parent or either parent's attorney from seeking access to the content of the children's therapy through the therapist's communication with the parent or guardian, the parents affirmatively agree that they shall not, nor will they permit their attorneys to, interrogate or to subpoena the notes or recollections of communications with the therapist to any trial, hearing, deposition, or arbitration. Notes that contain information about the children's therapy shall be stored in a file separate from the parents/guardians.

F. Enforcement. Any party, or his or her attorney, who seeks to interrogate or subpoena the therapist or parent or guardian regarding the content of the children's therapy shall be liable for all attorney fees and costs incurred to resist answering discovery requests or to quash a subpoena.

Parent Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Therapist: _____ Date: _____