

Kimberly Ledwa, LCPC, ACADC  
1965 S. Eagle Road., Suite 120  
Meridian, ID 83642  
208-856-8776

## Safe Harbor Agreement

**Parties:** The parties to this Agreement are \_\_\_\_\_  
and \_\_\_\_\_ (together “the parents/guardians”);  
and Kimberly Ledwa, LCPC, ACADC (“the therapist”).

**Goal:** The therapeutic goal is to permit the child 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/guardian.

**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 child 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 child, the parties agree as follows:

- a. No court/no depositions. Neither parent/guardian shall, nor will either parent/guardian permit his or her attorney to, subpoena the therapist or her notes to a trial, hearing, deposition, or arbitration.
- b. No interrogations. Neither parent/guardian shall, nor will either parent/guardian permit his or her attorney to, demand answers from either the therapist or the child to questions about the content of the therapy.
- c. No disclosure. The therapist agrees that she shall not divulge to either parent/guardian, to either attorney, to the Judge, or to any other third party, any matter relating to the content of the therapy with the child (except required disclosures under Idaho Statutes 16-1605, American Counseling Association’s Code of Ethics, 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, as well as \$200 per 60 minutes for any therapist’s preparation and/or attendance at court proceedings including the therapist’s requested appearance by another party .

Signatures Signed:

\_\_\_\_\_  
(Parent/Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Parent/Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Therapist) Kimberly Ledwa, LCPC, ACADC

\_\_\_\_\_  
Date