

**Whiteside and Daniel, P.A.**  
**Child Therapy Contract**

**Provisions for Litigation that May Arise During the Course of  
Child's Therapy and/or Parents' Divorce**

Although my responsibility to your child may require my involvement in conflicts between the parents, stepparents, or co-parents, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Each parent will be afforded the same access to give and receive information as long as contracted obligations and policies are met. If either parent objects to the minor child's participation in therapy it is necessary that treatment is terminated.

Parents must not attempt to gain advantage in any custody litigation proceeding from my involvement with your child(ren). In particular, neither will ask me to testify in court, whether in person, or by affidavit. You must instruct your attorney not to subpoena me or my records, and not to refer in any custody or divorce proceeding to anything I have said or done. If you violate the provision of this paragraph you will be expected to pay any and all of my fees and costs incurred as necessary for me to respond to your and/or to your attorney's actions, including any attorney fees I may incur in seeking legal advice. Furthermore, your violation of this provision will be presented to the Court to show that you violated the terms of a treatment contract you signed willingly. If my records of your child's treatment or I am subpoenaed in regard to a custody or divorce dispute I will not be able to continue as your child's or family's therapist and it may be very difficult to find a private therapist who will accept transfer in the midst of litigation.

Note that these Provisions do not prevent a judge from ordering me to release records or to testify, even if I object to disclosure. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability because I was hired to provide therapy, not a custody evaluation. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed if appropriate releases are signed or a court order is provided.

In rare instances my minor patient is involved in behavior or an event that leads to personal injury litigation, involuntary mental health commitment, or in delinquency or criminal proceedings. If I am required to appear as a witness in any legal action, the parent who signed as responsible for payment of my treatment charges must pay me \$400 for receiving a subpoena, \$200 per hour for communication regarding the legal matter including preparation of letters or reports, and \$270 per hour for time spent traveling, waiting, on "telephone stand-by," preparing, or testifying at court or deposition. For testimony there is a four-hour minimum to reserve time for me to attend court or deposition (as specified in the eight page treatment contract).

If these special provisions, applicable during adversarial or domestic legal disputes, or other legal proceedings, are not acceptable to you please inform your doctor that you cannot agree to the *Doctor – Patient Services Contract* or *Child Therapy Contract*.

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