

Summary of Policies Specific to Subpoenas, Depositions, Affidavits and Testimony

The information in this Addendum will clarify procedures and specify costs when a subpoena is issued regarding a patient evaluated or treated by Reid Whiteside, Ph.D., P.C. The following policies apply in unplanned situations that may arise during the course of treatment, such as in personal injury, delinquency and criminal matters, civil commitment, etc. If you were referred by the Court or by an attorney for forensic services (evaluation, parent coaching, etc.) you were provided a separate contract and fee schedule.

- The adult patient or parents of a minor patient will be notified upon receipt of any subpoena
- The adult patient or responsible party for a minor patient will be billed \$400 for each subpoena
- No claim will be filed with an insurance company for any forensic service charge
- Absent the adult patient's consent, and consent of a minors' parents, no protected health information will be released without a court order
- Failure to comply with all pertinent terms will result in termination of professional services

Separate policies apply if the subpoena is issued in regard to a custody matter involving a minor patient. Parents of minor patients must sign a Doctor – Patient Contract for the Evaluation and Treatment of a Minor before the second visit. Applicable provisions are also reprinted below.

"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(s) 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*."

Forensic Rate Schedule (Effective January 1, 2011)

1. **Subpoena.** \$400 for each and every subpoena that is issued to him – regardless of the issuing source of the subpoena and regardless of the status of treatment;
2. **Communication.** \$200 per hour or 15 minute portion thereof for communication with an attorney, parent coordinator, custody evaluator, or others in regard to a legal matter;
3. **Copying.** Cost of copying and mailing files requested or required for legal matters will be charged at the rate specified in § 90-411;
4. **Preparation** of written reports; \$200 or 15 minute portion thereof for time required to prepare a report requested or required in legal matters;

5. **Testimony.** Time spent in preparation for, on-call, in travel, while waiting, and in attendance at or giving testimony at hearings, trials, or depositions, is billed \$270 per hour. A minimum of four-hours must be reserved and paid two weeks in advance for appearance at deposition, hearing, or trial. With 72 hours' notice of cancellation, 50% refund of the advance payment will be made less a \$200 administrative fee. No refund will be made if less than 72 hours' notice of cancellation (release from subpoena) is given.