



Royalton Psychological Associates Potential Court Involvement

1. Purpose of This Policy

The purpose of this policy is to clearly define the stringent boundaries and expectations when a client's therapy intersects with the legal system. Our primary role is to provide therapeutic support for your mental and emotional well-being. Royalton Psychological Associates does not provide legal advice or act as legal advocates.

2. Definition of Court Involvement

For the purposes of this policy, "court involvement" includes, but is not limited to:

- Being a party in a lawsuit (e.g., divorce, custody dispute, personal injury, civil litigation).
- Being a defendant or witness in criminal proceedings.
- Having your mental health records requested or subpoenaed by a court or legal counsel.
- Requesting your therapist to provide testimony, reports, or letters for legal purposes.

3. Limitations of Therapy in Legal Contexts

Please understand the following strict limitations of our practice:

- **No Court Involvement:** Royalton Psychological Associates does not become involved in court-ordered cases. Our services are strictly for therapeutic purposes, focusing on your personal growth, healing, and mental health.
- **No Testimony on Client's Behalf:** We do not testify on behalf of a client. Engaging in legal advocacy or expert witness roles for clients compromises the integrity of the therapeutic relationship and our ethical obligations.
- **No Legal Advice:** We cannot provide legal advice or act as your legal counsel. You must consult with an attorney for all legal matters.
- **No Advocacy Role:** We do not serve as legal advocates for clients in any legal proceedings.

4. Confidentiality and Its Limits in Legal Matters

Your privacy and the confidentiality of your therapy sessions are paramount. However, please be aware of the following critical points regarding confidentiality in court-involved cases:

- **Confidentiality Not Assured if Compelled:** While we will strive to protect your privacy, if we are legally compelled to testify or produce records, your confidentiality is no longer assured. Information you may not want shared may become part of testimony and be entered into public court records.
- **Subpoenas:** If your records are subpoenaed, we are legally obligated to respond. We will, whenever possible, attempt to notify you before releasing information, giving you the opportunity to object to the release or seek a protective order.
- **Court Orders:** A court order, signed by a judge, legally compels the disclosure of information and takes precedence over client consent. We must comply with a valid court order.

- **Mandated Reporting:** We are mandated reporters for suspected child abuse/neglect, elder abuse, or dependent adult abuse, and for situations where there is a serious and imminent threat of harm to an identifiable victim or to yourself. These legal obligations supersede confidentiality, regardless of court involvement.
- **Client Waiver:** If you sign a Release of Information for legal purposes, we will disclose information as specified by your consent, provided it aligns with our policy.

5. Responding to Subpoenas and Court Orders

If we receive a subpoena or court order requesting your information or our testimony:

- **Prevention Efforts:** We will work diligently to prevent any court subpoenas and to avoid testifying.
 - We will attempt to notify you or your attorney promptly (unless legally prohibited from doing so).
 - We will consult with our own legal counsel regarding the validity and scope of the subpoena/order.
- Unless legally compelled otherwise, we will assert privilege on your behalf and only release the minimum necessary information required by law, with the aim of preventing our direct involvement.

6. Clinician Testimony and Depositions

As a policy, Royalton Psychological Associates does not provide testimony or participate in depositions on behalf of clients. Our role is purely therapeutic, and engagement in legal proceedings fundamentally compromises this role. However, if required by a court to appear as a witness due to a valid and unavoidable court order, the following applies

- Preparation for any compelled testimony, including record review, consultation with attorneys, and travel, will be billed at a rate of \$200 per hour.
- All time spent testifying, being in attendance, travel to and from the court/deposition site, and any waiting time will be billed at a rate of \$200 per hour.
- Testimony will be limited to factual observations and professional opinions strictly within our clinical scope and expertise, based on information gathered during therapy. We will not offer opinions on matters outside our direct clinical work.

7. Reports and Letters for Court

Requests for written reports or letters for legal purposes are generally not provided by Royalton Psychological Associates due to our non-involvement policy. If a report or letter is absolutely compelled by a court order, it will be:

- Limited to factual observations and objective information directly relevant to your therapeutic treatment.
- Prepared only after consultation with our legal counsel.
- Billed at our standard rate of \$200 per hour for all preparation time.

8. Fees for Court-Related Services

All court-related services are considered separate from regular therapy sessions and are not covered by insurance. You will be fully responsible for all fees associated with court involvement, payable in advance or at the time of service. Our current rates are:

- All Time (Preparation, Consultation, Travel, Testimony, Attendance, Waiting): \$200 per hour.
- Travel Expenses: Mileage will be billed at the current IRS standard rate per mile. Other travel expenses (e.g., parking, tolls) will be added.
- Administrative Fees (e.g., processing subpoenas): \$100.

A retainer will be required for any anticipated compelled court-related services.

9. Client Responsibility

It is your responsibility to:

- Inform your therapist immediately if you anticipate or become involved in any legal proceedings that may involve your therapy records or therapist.
- Ensure your attorney understands this policy.
- Be responsible for all fees associated with court-related services.
- By signing this agreement, you agree to waive your right of access to your treatment records.
- You also agree to instruct your attorneys not to subpoena us or to refer in any legal filing to anything we have said or done.

By continuing therapy services, you acknowledge that you have read, understood, and agree to the terms of this Therapy Practice Policy for Potential Court-Involved Adult Clients, including the waiver of access to records and the instruction to your attorneys. Please discuss any questions or concerns you have with your clinician.

Client Signature & Date

Clinician Signature & Date