



Custody/Access Dispute Contract

Required for Services

The purpose of this contract is to obtain written agreement that the therapist will not be asked to participate in any litigation regarding an existing or potential custody/access dispute. If the therapist is asked to participate in litigation, the therapist’s neutral role with the family may be compromised. This is likely to seriously jeopardize any progress that may have been made in therapy. In order to prevent such deterioration of any therapeutic progress, it is crucial that I have every reassurance that there will be absolutely no involvement of the therapist in current or future litigation between the parents. This is best accomplished by both parents signing this statement:

We wish to enlist the services of _____ at Smiling Spirit Pathways in the treatment of our family child myself (adult).

We understand that treatment will be compromised if information revealed therein is brought to the attention of the court in the course of a custody/access dispute. Accordingly, we mutually pledge that we will neither individually nor jointly involve the assigned therapist, or any other employee of Smiling Spirit Pathways, in any litigation whatsoever.

I/We will neither request nor require the treating clinician to provide testimony in court, nor ask my/our attorneys to do so. If the services of a mental health professional are desired for court purposes, the services of an expert person outside of Smiling Spirit Pathways must be enlisted.

I/We have read the above, discussed these provisions with any attorney that I/we may be involved with at the present time, and agree to proceed to with the therapy with these conditions.

Signature of Parent

____/____/____
Date

Signature of Parent

____/____/____
Date

Signature of Witness/Clinician

____/____/____
Date