

LITIGATION POLICIES

It is our policy to avoid involvement in legal and/or court matters whenever possible as it often undermines the therapeutic relationship between therapist and client, has a negative impact on any subsequent therapy and in some cases results in termination.

In cases of subpoena for records:

It is our policy to refrain from release of any portion of our clinical record for court matters. When we receive a subpoena for clinical records we contact our attorney to file a motion to quash the subpoena. Any legal fees incurred related to your case and/or your child's case are your responsibility and will be added to your account.

In cases of a subpoena for testimony the following apply:

1. A \$1500 retainer must be paid in full prior to any court appearance.
2. A rate of \$300/hour will be charged including travel time (door to door) to and from court, time spent testifying as well as time spent waiting, i.e. waiting to testify, court breaks for lunch, etc.
3. A subpoena must be received a minimum of 5 days in advance to avoid an additional \$250 rush fee.
4. If the initial \$1500 retainer is exhausted, an additional \$1500 retainer is required prior to any additional court related work.
5. Any monies remaining of the retainer will be reimbursed to client at the conclusion of court.

We reserve the right to get our attorney involved at any time during the legal proceeding related to our involvement in the matter. ***Any legal fees we incur are added to your account and due immediately.***

Failure to pay the required retainer 48 hours prior to the court date and/or legal fees incurred by us will result in an additional late fee of \$300 per month and termination of care. You will receive written notification and no further services will be available.

In case of cancelled/ rescheduled court dates or depositions:
The therapist has had to clear their schedule of client appointments for your case. This requires a 48-hour cancellation policy for court and depositions. Any cancellations that occur within that 48-hour time frame are NON-REFUNDABLE.

We will accept credit card, money order or cashier's check for payment of fees related to court appearances or deposition. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THESE SERVICES.** All payments are due 48 hours prior to the scheduled court appearance or deposition.

Signature below indicates receipt and agreement on the above policy and permission to charge the credit card on file for any fees related to litigation and court appearances unless you notify the therapist in writing that you intend to make payment by cash, money order or cashier's check.

Client/Caregiver _____ Date _____