



H a v e n C o u n s e l i n g

Haven Counseling Court & Legal Fees Disclosure

LEGAL FEES

Court appearances require extensive preparation time and also require me to clear my calendar for the entire date scheduled and close down my office as I am a solo practice; therefore, subpoena for court or for other legal proceedings (e.g. deposition, meeting with an attorney etc.) requires a **non-refundable \$ 3,500 court fee per day, for any part of that day, with or without testimony and must be paid in full, as well as, to be paid 72 hours in advance before the court date, by the patient and/or person/or representative sending the subpoena, if the therapist is required to make a court appearance regarding your treatment.**

- This \$3,500 per day or any part of the day, court fee does apply whether the case is continued, dismissed, or the therapist ends up being excused.
- Policies Related to Court Appearances (Subpoenas, And Other Requests for Your Therapist's Participation in Legal Proceedings of Any Kind).
- The patient, by virtue of his/her signature below, acknowledges receipt of this policy and agrees to comply with the conditions stated herein.

I. The patient agrees that he/she has reviewed the Haven Counseling PLC Fee Schedule located in its Professional Disclosure statement and Implied Consent and authorizes payment for services as describe therein.

II. The patient agrees that he/she is responsible for and agrees to the following:

A) The patient authorizes the therapist to process payment in full via the Square Credit Card Processing application and the patient's "on file" credit card for:

- any charges resulting from any Subpoena for Witness or Subpoena Duces Tecum naming the therapist.
- any charges resulting from involvement in proceedings involving the patient or his or her interests.
- any charges associated with the therapist being called upon in any other manner by the patient and/or any attorney, guardian ad litem, judge, or other officer of the court) to appear for any court or other legal proceeding.
- any charges related to the above actions regardless of who requested the subpoena.

B) The patient acknowledges that if he/she did not request the subpoena and does not desire to have the therapist present in court, he or she should consider contacting his/her attorney to request that a Motion to Quash the subpoena be initiated.

III. The patient agrees that, if the therapist is required to deviate from her standard daily practice in any manner in response to a subpoena issued in a case involving the patient, the fees and permissions described herein apply.

IV. The patient agrees that the fees described herein are for any part of a day for each day that the therapist is required to be available for court or other legal proceedings whether the case is continued, dismissed, or otherwise disposed of, and whether the therapist testifies, does not testify, or is excused from the case.

V. The patient agrees to ensure that the initial \$3500 payment for the first day of legal proceedings is received by the therapist **at least 3 days prior to the date of the proceeding**. The patient acknowledges that if this payment is not received as described, **the therapist will be unable to appear on the patient's behalf**.

VI. The patient authorizes the therapist to charge the patient's credit card an additional \$3500 per day fee **for any part of each additional day** that the therapist is expected/required to be available for legal proceedings.

VII. The patient agrees that, if for any reason his/her payment cannot be processed or is otherwise not received by the therapist when it is due, the patient will accept full responsibility for all fees, damages, lost income, and legal costs associated with the therapist's absence from her practice and her efforts to recoup her compensation.

VIII. The patient agrees to ensure that any attorney or other Officer of the Court who is associated with his/her case is aware of these conditions so informed decisions can be made and the creation of unnecessary financial hardship is avoided.

IX. The patient authorizes the therapist to process payment for her participation in the patient's case if an attorney attempts to require the therapist's appearance when payment has not been received in advance as described herein.

X. In the event that the therapist is unsuccessful in recouping her fees for her involvement in any court or other legal proceeding, she will avail herself of all appropriate legal remedies to rectify the lack of payment. In the event that she must take legal action to receive payment, the patient agrees to pay all legal fees and other expenses related to recovering these funds.

Patient's Signature

Date

Patient's Printed Name

Date