



## COURT POLICY

Effective January 1, 2023

The providers of Credo Counseling, LLC do not participate in person, by phone, online, or in writing in any court related matter the client may be a party to or become a party to in any way. The providers do not write letters for the client for court. The providers will not offer an opinion or recommendation in any court matter, especially as it relates to custody, living arrangement, or other recommendations regarding contact between relatives and children.

The client may personally request a statement or letter including personal health information, mental health diagnoses, and/or dates of service. The client understands that sharing this information with any outside party or entity could prompt further court-ordered requests that involve agreed upon fees and procedures.

If a court order is served and is requesting that the providers be present in person and/or there is a request for records, the client's consent will be requested before turning over confidential information. When obtaining this consent, the client will be told exactly what has been requested by the court and there is no guarantee that the information will be kept confidential. This includes the client's mental health history, current status, and inclusive records and may not be in the best interest of the client. **The therapist-client relationship does not render the provider as an advocate. The provider will withhold any opportunity to engage in a dual relationship with the client.**

If called to testify in a deposition or court hearing by any party involving the client, the client may not discern between information and records provided. All information and records are available for discovery. This may not be in the best interest of the client. The providers reserve the right to discuss the implication of releasing information and records.

### COURT FEES

Please be advised that should the providers be ordered by any party to appear in court or at a deposition involving the client, the fee stipulation is as follows:

- **\$1000 per hour** fee will start when the providers leave the office until they return to the office for any court related items
- **\$1000 per hour** fee for court preparation
- **\$1000 per hour** for court-ordered letter



The providers will not be on-call at any time. Should a case be trialed, or continued, the providers will be paid in full for each day as well as an additional **\$3000** per day as it hinders the providers' ability to be available to their other clients.

### SUBPOENAS

A subpoena in which the client provided the providers as a potential witness shall be billed in full for all court related activity. All court fees must be received by cashier's check 7 days prior to the court date. Please coordinate with the providers to ensure that they can be available for the date and time of the deposition or court hearing. Should the court calendar reschedule the hearing for another date, the providers must be re-issued a new subpoena with the new court hearing date. Should the providers be on vacation, the party initiating the court order must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.

My signature below shows that I understand and agree with all of these statements.

Print Client's Name: \_\_\_\_\_

Responsible Party's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If signed by Responsible Party;  
please state relationship to client and authority to consent: \_\_\_\_\_

*I, the provider, have discussed the issues above with the client (and/or his or her parent, guardian, or other representation). My observations of this person's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.*

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_