EMBODIED LIVING COUNSELING, LLC

INTEGRATIVE MENTAL HEALTH • TRAUMA-INFORMED CARE

COURT APPEARANCES & LEGAL-RELATED FEES

Policy, Fee Schedule & Client Acknowledgment

IMPORTANT: Court-related services are separate from routine therapy and may require substantial time away from clinical care.

1. Fee Schedule

Service	Fee	What the fee covers
Court appearance / testimony — minimum fee	$3,000 per scheduled appearance	Minimum charge for reserving time to attend court, including reasonable scheduling disruption due 7 days before requested appearance. Additional time may be billed as listed below.
Testimony time beyond the minimum	$400 per hour	Includes testimony and related waiting time at court; billed in 15-minute increments after the minimum fee is met.
Deposition attendance and testimony	$400 per hour	Includes time participating in a deposition and time away from the office; billed in 15-minute increments. A $3,000 minimum applies when a separate scheduled appearance requires reserving a substantial block of time.
Preparation for court or deposition	$400 per hour	Includes reviewing the clinical record, reviewing case-related materials, preparation for testimony, and conferences with counsel; billed in 15-minute increments.
Record review, organization, and preparation for legal submission	$400 per hour	Applies to time spent identifying, reviewing, organizing, redacting where appropriate, and preparing responsive records, summaries, or other materials, to the extent legally permissible.
Attorney / legal representative phone calls or conferences	$400 per hour	Billed in 15-minute increments, including substantive calls, case-related meetings, and legal coordination.
Written responses, affidavits, declarations, or case-specific letters	$150 per item	For preparation of documents specifically requested for litigation, beyond routine clinical documentation; billed in 15-minute increments.
Court filing / document submission administration	$150 per submission	Administrative charge where Embodied Living Counseling is asked and legally permitted to file or submit documents. Court or third-party fees are additional.
Expedited / short-notice legal request	$300 additional	Applies when a request for appearance, records preparation, or attorney meeting is received with fewer than 72 business hours' notice, subject to clinical, ethical, and legal feasibility.
Late cancellation / postponement of scheduled appearance	$500 additional	Applies when the appearance is cancelled, postponed, or reset with fewer than 72 hours' notice before the scheduled start and the clinician's reserved time cannot reasonably be reallocated. This is in addition to the retainer/minimum fee, to the extent permitted by law.
Rescheduled court appearance requiring a new reserved date	$3,000 per new scheduled appearance	A new minimum appearance fee may apply when a new date requires the clinician to reserve time again. Any prior payment will be credited only as stated in the written invoice or agreement.
Travel time	$200 per hour	For required travel to and from court, deposition, or another legal proceeding; billed in 15-minute increments.
Mileage and parking / tolls	Current IRS business mileage rate + actual costs	Mileage is charged at the applicable IRS business mileage rate in effect on the travel date; parking, tolls, public transit, and other reasonable travel expenses are charged at actual cost.
Actual legal, copying, courier, transcript, or other third-party costs	Actual cost	Any attorney fees incurred by the clinician or practice, records reproduction, courier, transcript, service, or other third-party expense directly arising from legal action may be billed to the responsible party where permitted by law and agreed in advance when practicable.

2. Retainer, Billing & Payment

- A $3,000 retainer is due no later than 7 business days before the scheduled court appearance or deposition. Payment reserves the clinician’s time.
- Additional preparation, testimony, travel, communication, and expense charges will be itemized and invoiced. Unless otherwise stated in writing, the balance is due upon receipt of the invoice.
- If the matter is continued or rescheduled, the practice may require a new retainer for the new date. Late cancellation or postponement charges apply as listed above, subject to applicable law and any court order.

- No fee guarantees a particular opinion, testimony, recommendation, court outcome, or willingness to provide information outside the clinician's professional role. Payment does not purchase a favorable opinion.
- Fees are the responsibility of the client, the client's legal representative, or another requesting party as agreed in writing. The practice will not assume that an attorney or opposing party is responsible for payment without written documentation.
- If a balance remains unpaid, the practice may pursue lawful collection options after required notices and applicable legal/ethical requirements are satisfied.

3. Notice, Subpoenas & Scheduling

- Attorneys and parties should contact Embodied Living Counseling promptly after learning that a clinician's records, testimony, deposition, affidavit, or other legal participation may be requested. A minimum of 72 business hours' advance notice is requested for scheduling; more notice may be necessary for complex matters.
- A subpoena or court order should be delivered and processed through the practice's designated administrative contact. Receipt of a subpoena does not by itself mean records will automatically be released; the practice will review the request and applicable legal requirements.
- The clinician's availability is not guaranteed until the date, scope of requested participation, required documentation, and payment arrangements have been reviewed and confirmed in writing.
- The practice may seek legal guidance or take legally available steps to clarify, limit, or challenge a request when appropriate. Fees do not obligate a clinician to disclose protected information or act outside professional, ethical, or legal duties.

4. Clinical Role, Objectivity & Limits

- A treating clinician's role is to provide treatment, not to serve as an advocate, custody evaluator, forensic evaluator, or expert witness unless separately engaged and appropriately qualified for that role.
- Any testimony or response will be limited to information the clinician is qualified and legally permitted to provide, and will reflect the clinical record and the clinician's independent professional judgment. The clinician cannot promise to support a particular party or legal position.
- In custody, divorce, parenting, or family matters, the clinician does not make custody recommendations, determine parental fitness, or recommend where a child should live unless specifically authorized, qualified, and engaged for that distinct role.
- Legal involvement can affect privacy, confidentiality, and the therapeutic relationship. The practice will explain relevant limits where possible, but cannot guarantee that records or testimony will remain confidential once involved in legal proceedings.

5. Records, Confidentiality & Legal Compliance

Embodied Living Counseling will review each request for records or testimony under applicable federal and Rhode Island law, professional ethics, and any controlling court order. The practice may require a valid authorization, proof of required notice, or other documentation before disclosure, and may seek legal advice when appropriate. A subpoena is not treated as automatic authorization to disclose all information. The scope of any disclosure will be limited to what is legally permitted and appropriate.

Rhode Island reference note: Rhode Island law addresses privilege and disclosure of health-care information in legal proceedings, including R.I. Gen. Laws §§ 9-17-24 and 5-37.3-6.1. Requirements may depend on the type of request, notice to the patient, authorization, and any court ruling. This policy does not replace legal advice.

6. Client Acknowledgment & Agreement

I acknowledge that I have received and reviewed Embodied Living Counseling, LLC's Court Appearances & Legal-Related Fees policy. I understand that court-related work is separate from routine treatment; that fees include the a retainer/ minimum appearance fee, hourly preparation and participation charges, travel, administrative charges, and actual third-party costs; and that the clinician's professional opinion and testimony cannot be guaranteed to favor me or any other party.

I understand that legal proceedings may affect the confidentiality of my information and that the practice will respond to legal requests in accordance with applicable law and professional obligations. I understand that this acknowledgment does not waive any rights or privileges that cannot legally be waived by this document.

Client / Legal Guardian Name (print): _____

Client / Legal Guardian Signature: _____

Relationship to Client (if applicable): _____ Date: _____

Attorney / Requesting Party (if applicable): _____

Practice Representative: _____ Date: _____

Practice Use

Policy effective date: October 22, 2026 Approved by: _____