

Court Appearance Policy and Signature Page

Subject - New Path's policy for use when serving forensic/court clients

Intent– The intent of this information is to establish guidance and policies/procedures for helping clients with court/legal needs.

Applicability– This policy is effective immediately and is applicable to all clinicians, staff, and owner(s) under the Coco Psychiatric Services, PLLC entity (New Path Mental Health & Wellness).

End State– Success is defined as a clear understanding of the risks and rewards for doing business with clients in the court setting such that the client, the courts, the clinicians, and the company communicate clearly BEFORE therapy is conducted. The ability to communicate clear expectations and then to negotiate amenable outcomes is our top priority.

Background– Given the nature of this company as a clinical mental health/counseling practice, it is essential that the focus of all work be for the benefit of the client first, the clinicians second, and the company third. Given the delicate nature of forensic work in the therapeutic setting, we have seen how easily the client can be harmed by lawyers and court decisions given limits of confidentiality. We have also seen clinicians suffer loss of time without compensation due to ignorance of clients, lawyers, and court staff who might not understand how we work and how we are reimbursed for our work. Lastly, we have seen how easy it is to damage the good name of the company as well as its relationships in the community, which further harms our ability to help future clients. As a result, forensic work is not our primary focus. It is a duty to the client that we accept in many cases, but our primary focus is the helping relationship in the therapeutic setting for the growth and development of the client, as well as the remission of behavioral health and relationship disorders. We must never forget that while we might choose to engage in forensic work on behalf of the client, there are considerable risks and few incentives/rewards. That being said, this policy is a measure we have taken to reduce risk and enable mutually beneficial outcomes for all parties involved.

1. Forensics is defined here as any work that involves court proceedings before, during, or after counseling/therapy including but not limited to the following:
 - a. Court-mandated counseling in criminal or civil settings
 - b. Voluntary counseling related to criminal or civil court cases
 - c. Any other counseling or coaching that is likely to be included in criminal or civil court cases
2. Risk of injury to the client, client's family, this company, or its employees/owners is high.

- a. Risk to the client/client's family could include a loss of confidentiality, privacy, and trust between the client and clinician.
 - b. Risk to the company could include damage to the company's reputation, ability to retain clients affected by court outcomes, ability to recruit related persons affected by the court outcomes, as well as damage to marketing and advertising efforts.
 - c. Risk to employees/owners could include a loss of clientele, wages, or personal reputation as well as legal repercussions (lawsuits) based on outcomes of court decisions.
3. Guidance for interactions with potential forensic clientele follows:
- a. Scheduling specialists will make note of any indications that the client could be a candidate for therapy with forensic needs to include but are not limited to: drug/alcohol cases, criminal court cases, divorce cases, child custody cases, DHS/DSS/CPS involvement, unresolved cases where trauma, neglect, or abuse is likely to result in court proceedings, and anything that the scheduling specialist feels the clinician should know. These notes will be used to care for the client first, clearly communicate any special needs of the client second, and initiate transparent communication of company policies third.
 - b. Clinicians are responsible for verbally briefing the client on expectations, objectives of therapy in the forensic setting, limitations of confidentiality in court proceedings, and financial obligations of the client to the company.
 - i. Clinicians **MUST** explain the need for this policy to the client, which is to prepare the client for anticipated outcomes as outlined above. Clients will sign the Statement of Understanding for Court Work (see addendum).
 - ii. Clinicians **MUST** explain the need for an upfront retainer fee of \$2500 (therapists/psychologists) or \$4000 (MD/APRN) minimum, which will cover up to one full day of court preparation (building documentation), court appearance (standing by with or without actually taking the stand in court), giving fact testimony in the form of observations only (no opinions will be given), and putting the clinician and company at risk as described above. Explain to the client that counseling is usually covered by insurance, but court time is not. Their retainer covers court time and court preparation only.
 - iii. Clinicians **MUST** explain that hours spent preparing for court, waiting in court, and testifying on behalf of the client will be charged at the hourly

self-pay rate (\$130/hour for therapists/psychologists and \$300/hour for MDs/APRNs). The client, not the lawyer, is responsible for all charges and fees associated with forensic work on their behalf. The retainer fee will be applied to these expenses first and then all other fees will be billed to the client. The fee (\$2500/\$4000) must be paid at least 10 days prior to the scheduled court date. If the fee is not paid 10 days prior, a \$50 per day fee will be added to the total amount owed, until the fee is paid in full including additional charges.

- iv. Clinicians MUST refer out any client unwilling or unable to accept these policies unless the clinician and the owners make a case for pro bono work. Such pro bono decisions will be made after the initial intake appointment and BEFORE the second appointment to ensure all expectations are clear. Unforeseen court work that develops after the counseling relationship has formed will be addressed on a case-by-case basis, but the clinician is still responsible for arranging all of the above as soon as the court work becomes known.

c. Management is responsible for quality control and assurance that these policies are being upheld and the good order and discipline of the client/counselor

4. Forensic Scope and Duties include but are not limited to the following:

- a. Quality therapy with the focus on the client first and court outcomes second. Our priority is always client centered. Quality therapy includes appropriate process and progress notes to enable growth in the helping relationship first and effective communication in the forensic setting second.
- b. Pre-court preparations will include but are not limited to building court-appropriate documents, statements, and expectations, which could take a little as one hour or many hours based on the needs of the client. The clinicians must also provide professional care to other clients who have recurring appointments such that their needs are scheduled/rescheduled around court appearances well in advance to prevent excessive disruption of their therapeutic needs. All pre-court preparations must be documented for both billing and coordination purposes.
- c. Court appearances will be made under the following guidance as part of scope and duty:
 - i. Only court-issued subpoenas will require mandatory appearance. Lawyers can send a request for appearance, but it does not have the power of the court behind it without the signature of a judge or court official. Official court subpoenas will allow for proper coordination of

recurring clientele as well as the pre-court preparation listed above (3-5 days of notice at a minimum). New Path will intervene in any “unrighteous” summons to court in order to protect the client, the clinicians, and the company.

- ii. There are only two allowable conditions for appearance in court with regard to compensation. The first is a fully paid retainer (not less than \$2500/\$4000) with a signed agreement from the client (not the lawyer) agreeing to pay for fees and expenses incurred above and beyond the retainer, which covers approximately one day of forensic service. The second is a pro bono condition where the client’s needs are deemed worthy by the clinician and the company to accept the risk with no expectation of remuneration. These pro bono cases will be chosen on a case-by-case basis with the ultimate decision in the hands of the owner(s).
 - iii. Clinicians will be well prepared and rehearsed prior to appearing in court to reduce the risk of injuring the client, to prevent being personally injured by opposing attorneys who wish to discredit and/or disqualify the clinician as an expert, as well as reduce the risk of bringing discredit or financial harm to the company. Failure to prepare will have consequences on the client, the clinician, and the company and will be considered dereliction of duty. We will always hold clinicians blameless who were well prepared but suffered at the hands of the court through no fault of their own.
 - iv. Clinicians will debrief owners after all court appearances. This will include a summary in writing of what was expected to happen, what actually happened, what went well and what did not go well. Together, the clinician and the owner(s) will determine lessons learned and appropriate actions to take for future court cases/forensic clients.
5. All questions and items related to forensics will be directed to the owners through the managing clinician for timely and appropriate action. The point of contact for this policy is the undersigned at zack.coco@newpathlittlerock.com

Zack Coco, MNSc, APRN, PMHNP-BC
Owner/CEO – New Path Mental Health & Wellness



Statement of Understanding for Court Work

1. I, _____, understand that court specific preparation and court appearances require my clinician to make special allowances on my behalf. Other clients will need to be moved on the schedule to allow for time spent in court. Excellent results require in depth preparation. I am willing to pay for these things.
2. I realize that my insurance will not cover court related preparation or court appearances. I realize that I am responsible for all expenses incurred by my clinician to include an up-front retainer of \$2500 for therapists/psychologists and \$4000 for MDs/APRNs, as well as any paid service above and beyond that retainer. The retainer will cover approximately one full day in court and preparatory work. I am **(prepared)** / **(not prepared)** to make this payment today (circle one).
3. I understand that the hourly cash rate of \$130/hour for therapists/psychologists and \$300/hour for MDs/APRNs are standard for all of these services.
4. In the event that I cannot agree to these terms, I understand that it is best to find another therapist/clinic at this point.

Signed: _____ Date: _____

Witness: _____ Date: _____