

LUKE BUCKMAN, LCSW

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LEGAL PROCEEDINGS

Due to the nature of the therapeutic process and the fact that legal proceedings often involve making a full disclosure with regard to many matters which may be of a confidential nature, it is **strongly suggested** that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.) , neither you (client), nor your attorney, nor anyone acting on your behalf call on me to testify in court or subpoena me for a deposition, nor request a copy of therapeutic records. This action can be particularly harmful and damaging to the therapeutic alliance that has been established.

IF I AM REQUESTED OR SUBPOENAED TO BE DEPOSED FOR ANY REASON, OR TO TESTIFY IN COURT ON YOUR BEHALF, PLEASE NOTE THAT I CHARGE A \$700.00 FLAT FEE AND \$300.00 PER HOUR FOR ANY AND ALL COURT OR LEGAL RELATED

MATTERS, WITH A \$1,000.00 MINIMUM. This fee will be assessed if I am **scheduled** for court on your behalf, and is not contingent upon my actual participation or testimony. This fee is based on current client contract fees, and is not an expert witness fee.

Mediation and Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy or educational services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of you (client) and I. the cost of such mediation, if any, shall be split equally unless otherwise agree. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Kentucky in accordance with the rules of the American Arbitration Association which is in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

By signing below, I acknowledge that I have read and understood all information contained herein and that I have been given the opportunity to ask questions concerning this document.

Client Signature _____ Date: _____

Parent/Guardian Signature _____ Date: _____