

POLICIES AND FEE AGREEMENT FOR WITNESS TESTIMONY AND RELATED SERVICES

This document confirms that a Baldwin Counseling therapist has been asked by the undersigned client (or the parent/guardian of the client) to provide additional services related to litigation involving the client. It describes procedures and sets forth our agreement regarding payment of the costs and fees associated with those services.

Hourly Rate. The clinical therapist's current rate for services rendered is \$180.00 per hour. Baldwin Counseling reserves the right to increase that rate in the future, but advance notice will be provided of any increase. All work is billed in fifteen minute increments.

Billable Time. All time spent regarding the litigation of the client's case will be billed at the hourly rate listed above. That time may include, but is not limited to, participating in conferences and/or telephone conversations related to the case, drafting and reviewing correspondence and/or emails, reviewing records or other materials, doing research, rescheduling other clients' appointments to reserve The clinical therapist's time for court appearances and/or depositions, conducting clinical interviews, participating in depositions, drafting reports, travelling and/or appearing in court.

Court Appearances. Unless other arrangements have been made in writing or email and in advance, the clinical therapist will not appear in court unless a valid witness subpoena has been issued.

The party requesting the clinical therapist's presence at court (including the party on whose behalf an attorney issued a witness subpoena) shall be liable for all Billable Time associated with the court appearance. The fees for all Billable Time shall be paid, even if the case settles or the clinical therapist's testimony is ultimately deemed to be unnecessary.

Payment Schedule for Court Appearances.

Initial Deposit. No less than fifteen (15) days before the date on which The clinical therapist is to attend court, the party requesting the clinical therapist's appearance (including the party on whose behalf an attorney issued a witness subpoena) shall pay to Baldwin Counseling the sum of \$720.00 to be applied to the Invoice for all Billable Time. \$500.00 of the Initial Deposit is non-refundable.

Invoice. Following The clinical therapist's appearance in court or her receipt of notice that her appearance is not required, Baldwin Counseling will remit an Invoice for the balance due for all Billable Time. The Initial Deposit will be credited to the total fees incurred. Any remaining balance shall be paid by the party requesting the clinical therapist's appearance (including the party on whose behalf an attorney issued a witness subpoena) within thirty (30) days of the date of the Invoice. In the event the balance of the Invoice is less than the refundable portion of the Initial Deposit, Baldwin Counseling will refund the difference to the party who paid the deposit within thirty (30) days of the date of the Invoice.

Payment Schedule for Depositions.

Initial Deposit. No less than fifteen (15) days before the date on which the clinical therapist's deposition is to be taken, the party taking the clinical therapist's deposition (including the party on whose behalf an attorney issued the deposition notice and/or witness subpoena) shall pay to Baldwin Counseling the sum of \$720.00 to be applied to the Invoice for all Billable Time. \$500.00 of the Initial Deposit is non-refundable.

Invoice. Following the clinical therapist's deposition or her receipt of notice that the deposition has been canceled, Baldwin Counseling will remit an Invoice for the balance due for all Billable Time. The Initial Deposit will be credited to the total fees incurred. Any remaining balance shall be paid by the party on whose behalf the clinical therapist's deposition was requested and/or taken within thirty (30) days of the date of the Invoice. In the event the balance of the Invoice is less than the refundable portion of the Initial Deposit, Baldwin Counseling will refund the difference to the party who paid the deposit within thirty (30) days of the date of the Invoice.

Written Reports.

In the event a party or his/her attorney requests a written report, the party on whose behalf the report was requested shall be liable for all Billable Time associated with writing that report.

Procedure for Requesting a Written Report. A report must be requested, in writing or email, at least twenty-one (21) days before the report is due.

All requests for written reports shall include a due date for submission, which shall be at least twenty-one (21) days after the date of the request. Baldwin Counseling reserves the right to refuse to prepare a written report in response to any request received less than twenty-one (21) days in advance.

In the event a request does not specify a due date for submission, the completion date of the report and the due date for the payments of the Initial Deposit and Invoice shall be designated at the sole discretion of Baldwin Counseling.

Written reports will not be provided to a third party unless Baldwin Counseling has received a valid release or a subpoena duces tecum that is compliant with HIPAA (the Health Insurance Portability and Accountability Act).

Initial Deposit. No later than twenty-one (21) days before the due date for the submission of the written report, the party requesting the report (including the party on whose behalf an attorney requested the report) shall pay to Baldwin Counseling the sum of \$720.00 to be applied to the invoice for all Billable Time spent preparing the report. \$500.00 of the Initial Deposit is non-refundable.

Invoice. Upon completion of the written report and no later than the due date for submission designated in the request, Baldwin Counseling will provide to the party requesting the report (or to the attorney who requested the report) an invoice for all Billable Time spent preparing the report. The Initial Deposit will be credited to the total fees incurred. *Any remaining balance* shall be paid by the party who requested the report (including the party on whose behalf an attorney requested the report) and *must be received by Baldwin Counseling before the written report will be released.* In the event the balance of the Invoice is less

than the refundable portion of the Initial Deposit, Baldwin Counseling will refund the difference to the party who paid the deposit within thirty (30) days of the date of the Invoice.

Unless other arrangements are made in advance, the report will be mailed to the party or attorney who requested the report on the due date or within two (2) business days after receipt of the payment for the written report, whichever is later.

Copying Fees and Procedures. Copies of the client's records will be provided upon request. Unless special arrangements have been made in advance, which may include payment of a rush fee, records will be available ten (10) business days after the request is received by Baldwin Counseling.

Except as otherwise stated in this Agreement, copies of the client's records will not be sent to any third party, including any attorney, unless Baldwin Counseling receives a valid release or a subpoena duces tecum that is compliant with HIPAA (the Health Insurance Portability and Accountability Act). Copies of a client's records will be released to the client's duly authorized Guardian *ad Litem*, provided that Baldwin Counseling has received a copy of the Guardian *ad Litem*'s Order of Appointment, in advance.

The party requesting copies of the client's records (defined as the party who requested the records, the party who signs a release, the party who requests a subpoena duces tecum and/or the party on whose behalf an attorney issued a subpoena duces tecum or other request for records) shall be liable for the reasonable charges for the service of maintaining, retrieving, reviewing, preparing, copying and/or mailing the records. Such charges shall include a search and handling fee of \$10 per request, and copying fees of \$0.50 for each page up to 50 pages and \$0.25 per page thereafter. Payment for the copying fees must be received by Baldwin Counseling before the records will be provided to anyone.

Baldwin Counseling will notify the party requesting copies of the client's records of the cost of the copies. Unless other arrangements are made, the records will be available to be picked up upon payment of the copying fee. Because Baldwin Counseling has a part-time receptionist in the office, it is advisable to call first to confirm a convenient time to pick up the records. A therapeutic session will NOT be disrupted to facilitate pick-up of records. If the receptionist is not in the office, records will be distributed by the clinical therapist between appointments.

Copies that have not been picked up or otherwise delivered within 90 days from the date payment is received will be shredded. If the records were not picked up within 90 days, a new request must be made and payment of new copying costs and fees must be rendered before the records may be obtained.

Past Due Invoices. Invoices that remain due and unpaid for more than thirty days shall accrue interest at the rate of 6% per annum. In the event collection proceedings are instituted to collect the amounts due pursuant to this agreement, the party requesting any services outlined in this Agreement (including the party on whose behalf an attorney requested such services) shall be liable for all attorney's fees and costs incurred by Baldwin

Counseling which shall not be less than the actual amount billed or 25% of the past due amount, whichever is greater.

Any report, testimony or other information provided by the clinical therapist and/or Baldwin Counseling shall conform to ethical standards of practice. The party requesting such information is not guaranteed any particular result and payment of any of the fees set forth in this Agreement does not entitle the party making such request(s) to receive any particular result, testimony or recommendation by the clinical therapist or Baldwin Counseling.

NAME OF CLIENT: _____

I, _____,
am the _____ Client _____ Parent of Client _____ Legal Custodian of Client

I have read and understand this Policies and Fee Agreement for Witness Testimony and Related Services. I am signing this Agreement knowingly, intelligently and voluntarily and agree to be bound by its terms.

Signature of Client or Client's Parent/Legal Custodian

Date

Signature of Baldwin Counseling therapist

Date