

AGREEMENT - PSYCHOTHERAPIST'S FEES FOR LEGAL INVOLVEMENT

I, _____ (the patient or parent of the patient), understand that if Dr. David Mark, MS, LCSW, EdD is required to, is requested to, or agrees to, be involved in a legal matter concerning me or my child(ren), then I will be responsible to compensate the psychotherapist for all time expended. I understand that any health insurance benefits I may have do not cover the time or services of psychotherapists spent on patients' legal involvements.

I agree that the psychotherapist's fees for case preparation, record review, telephone calls, correspondence, conferences, written reports, any testimony and consultations with lawyers, including the psychotherapist's lawyer, or other court personnel, will be calculated at the rate of \$400 per hour.

Fees for all of the above activities will be payable in advance of any of those activities and will be based on the psychotherapist's estimate of the time that will be necessary for them. Any overpayment of fees will be refunded to me within 10 days of when the psychotherapist is notified that the legal matter has been finally settled or it otherwise becomes certain, as determined at the sole discretion of the psychotherapist, that it will not be necessary for the psychotherapist to spend additional time on legal involvement in the case. The psychotherapist may request, and I will pay, additional amounts if the original amount turns out to be an underestimate of the actual amount needed.

Fees for any testimony will be payable at least 2 weeks in advance of the date scheduled and will be based on the psychotherapist's estimate of the time for testimony and the time traveling to and from the place where the testimony will be given. The actual fee will be computed from the time the psychotherapist arrives at the place where testimony is to be given until the time the psychotherapist is dismissed, plus travel time to and from the place of testimony from the psychotherapist's office. Any adjustments from the estimate will be made after all testimony of the psychotherapist has been completed.



I understand that if, after the psychotherapist's testimony is scheduled, it is postponed or canceled for any reason and the psychotherapist cannot be notified at least 1 week in advance, then a fee of \$400 per hour will be charged to reimburse the psychotherapist for time set aside for the testimony.

I agree to pay photocopying charges of \$.75/page for copies of any records or reports that the psychotherapist is requested or required to produce, including by subpoena.

I agree that my obligation to compensate the psychotherapist as stated above will be the same whether I or any other party involved in any legal matter request or require the psychotherapist's involvement or testimony, and agree that my obligation to pay the psychotherapist as stated in this agreement will not be affected by the service of any subpoena on the psychotherapist.

I understand that my paying the psychotherapist for time for legal involvement does not mean that the psychotherapist will serve as an expert witness, nor does it mean that the psychotherapist's involvement will be of help to me in any legal action. This agreement will continue in existence and continue to be binding on me even after my treatment with the psychotherapist ends. This agreement will be enforceable in court.

Patient (or Parent of Minor Patient) Signature

Patient (or Parent of Minor Patient) Signature

Date

Date

