



Fee and Financial Agreement for Legal Proceedings and Consultation Services

Client Name: _____ Today's Date: _____
 Client's Address: _____
 Client's Telephone Number: _____
 Client's Email Address: _____

Legal Proceedings

Attorneys, Employers, Licensing Boards, Training Programs, etc.

Dr. Henrie will consider consultation, expert witness testimony, and other litigation services on a case-by-case basis. Dr. Henrie's experience and training best suit her for consultation in the areas of military and veteran mental health, suicide prevention, fitness-for-duty evaluations, occupational medicine, and program management. Dr. Henrie reserves the right to refuse to provide expert services at any time. Dr. Henrie will remain impartial in her services as an expert and will not in any way guarantee a report or review supportive of the client's position.

The fee structure for Dr. Henrie's services is provided below. A retainer of **\$3,000** is required prior to the commencement of any services by Dr. Henrie or designation of Dr. Henrie as an expert witness. The retainer will be credited against subsequent invoices, and any unused amount will be refunded upon notification that Dr. Henrie's services are no longer required.

Retainer	\$3,000
Preparation time (e.g., research, review of records, etc.)	\$300/hour
Communications (e.g., phone calls, emails, written letters, facsimiles, etc.)	\$300/hour
Time away from clinical office for court/litigation purposes (e.g., testimony, meetings, travel time, etc.)	\$300/hour
Deposition Retainer	\$1,500 due one week in advance of the deposition
Depositions	\$300/hour
Expedited or Rush Charge (i.e., subpoena to appear or summons to meet with attorney/representative with less than 48 business-hours' notice and/or any expedited request to review medical records)	\$350/hour
Loss of business (i.e., court appearance rescheduled or canceled with less than 72 business-hours' notice)	\$500 (flat fee)*
Use of Masters Level Providers and other PhD providers	\$200/hour
Non-credentialed Staff (administrative functions)	\$75/hour
Any and all travel fees incurred by the provider, if the provider must travel out of town	Actual amount of fees and/or costs incurred by provider*
Client is required to pay applicable gross receipts tax to appear on each invoice.	

*Fee is in addition to the other relevant fees, as described above

I agree that my financial responsibilities include the following:
[Please initial each section and sign at bottom of the document].

_____ All retainer payments must be submitted, along with the completed fee agreement, in order to begin work on a case. Upon exhaustion of the retainer (if applicable), monthly invoices will be sent to counsel, and are due upon receipt. Dr. Henrie reserves the right to withhold additional services if any invoice remains unpaid after the date due. In addition, after the initial retainer is exhausted, Dr. Henrie may, in her discretion, require a supplemental retainer before she completes any additional work.

_____ Dr. Henrie reserves the right to utilize the services of Masters Level Providers, PhD providers, and administrative staff associated with Desert Wise and its partners as deemed necessary. The billing for these services will be provided through Dr. Henrie.

_____ Client shall remain liable to Dr. Henrie for all fees and expenses associated with her deposition, even if under any rule of procedure, the opposing party is responsible for such fees and expenses.

_____ Client agrees to review invoices upon receipt and will advise Dr. Henrie promptly of any objection or dispute. Any invoice objection or dispute not raised within forty-five (45) days of delivery of the invoice shall be deemed waived.

_____ Past due/overdue accounts may be referred to a collection agency. Legal fees paid to secure past due balances will be added to the account balance.

_____ Clients with an outstanding balance greater than or equal to 60 days overdue must remit their balance, in full, prior to receiving any additional service or work products – to include work products already in progress or completed.

_____ A finance charge of 2% will be assessed for any accounts not paid in full within 60 days of the date of service.

_____ A service charge of \$25 each will be assessed for returned checks, credit card chargebacks, and ACH/electronic bank rejections.

_____ Release and Assignment: I give Joye Henrie, Ph.D. (DBA: Desert Wise, LLC) my consent to utilize protected health information to carry out the agreed upon services (e.g., evaluation, consultation, testimony), to obtain payment, and for various health care operations.

_____ This Agreement constitutes the entire understanding of the parties regarding the subject matter and supersedes all prior or contemporaneous written and oral agreements with respect to the subject matter. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law. This

Agreement shall be interpreted, construed, and governed by the laws of the State of New Mexico.

By signing below, I affirm that I have read the full, three-page *Fee and Financial Agreement for Legal Proceedings and Consultation Services* policy and agree to the fees, stipulations, and responsibilities herein.

Signature of Client

Printed Name of Client

Date

Client's EIN (or other IRS identifier)

Case Identifier (e.g., docket number, name of petitioner or respondent, etc.)