



Compass II Life Counseling, LLC  
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## AGREEMENT TO PAY FOR SERVICES OF FACT OR EXPERT WITNESS

This agreement is made between \_\_\_\_\_ [Client] and Deon Gatson, LMFT [Provider].

### RECITALS

Whereas Client desires to hire (circle one) **Fact** OR **Expert** witness for the purposes of rendering an opinion or providing testimony, either written or otherwise, based on his training and experience as a licensed clinical counselor. Expert's services under this contract include, but are not limited to, the following:

1. Evaluation of client and/or review of Client's (or any other person relevant to Client's request for services) medical record and other documents related to Client's or other person's mental or physical health, where such evaluation or review is for the purposes of formulating or rendering Expert's opinion under this agreement.
2. Preparing any report based on provider's treatment of Client or other person, or based on any evaluation, assessment or review performed for Client under this agreement.
3. Testifying as a Fact or Expert witness in any forum, and in connection with any legal or other proceeding, where such testimony is related to services performed by Provider for Client under this agreement. These services include, but are not limited to:
  - (a) Responding to the discovery requests of any party or person authorized to request same by law.
  - (b) Attending depositions with Client's consent, or under subpoena by any party or person.
  - (c) Speaking with Client or Client's representative about any matter related to services performed under this agreement.
  - (d) Testifying in person, or by any other method, in any forum about matters related to services performed under this agreement to any person, expressly including testimony related to Provider's diagnosis or treatment of Client or any other person relevant to Client's request for services under this agreement. This obligation shall exist whether Provider is testifying at Client's request or under subpoena by any person or party.
  - (e) Any time spent in court on a matter related to services performed under this agreement at Client's request, or under subpoena by any person or party.

Client understands that Provider cannot warrant or guarantee his acceptance as a Fact or Expert witness by a court of law or agency, but Provider agrees upon request to make available to Client a summary of his credentials, training, and education prior to performing any services under this contract.

In consideration for services performed under this agreement, Client agrees to pay provider in accordance with the following schedule:

1. **\$300/hour** for Expert’s evaluation and/or clinical assessment of client, when an Expert evaluation is indicated.
2. **\$300/hour** for Provider’s review of medical records or other documents, for report preparation, and written responses to discovery requests.
3. **\$300/hour** for Provider’s deposition testimony.
4. **\$300/hour** for Provider’s testimony, other than deposition testimony, including appearances in court or testimony via any other media, or any other time spent in court on a matter related to services rendered under this agreement.
5. Client shall pay Provider’s reasonable traveling expenses incurred in connection with this agreement if provider is required to travel to attend court or deposition, including mileage, food, and lodging.
6. **RETAINER.** On the effective date below, Client agrees to deliver a retainer to Provider in the amount of \_\_\_\_\_. Provider shall use this retainer to establish a fund from which she may be reimbursed and shall first reimburse himself from this fund for services rendered under this agreement before billing Client for said services. If and when the amount in this fund falls below \_\_\_\_\_, Client shall promptly provide that amount of money necessary to bring the balance of the fund to the original amount of the retainer. If after all services are rendered under this agreement there exists a balance in the retainer fund, the Provider shall promptly refund that balance to Client.

*If the request or subpoena for Fact or Expert Witness services are made before 5 business days of a calendared court appearance, Client will be subject to an additional non-refundable fee in the amount of \$500.00 to cover the costs of untimely cancellations that Provider must subject his other patients to.*

**SIGNED ON THE DATE BELOW BY:**

\_\_\_\_\_  
FACT OR EXPERT WITNESS  
Deon Gatson, LMFT

DATE: \_\_\_\_\_

\_\_\_\_\_  
Client Name

DATE: \_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Parent/Legal Guardian Name

\_\_\_\_\_  
Parent/Legal Guardian Signature