Between Two Homes®, LLC

www.childreninthemiddle.com Office (800) 239-3971 Fax (972) 704-2912 Support@childreninthemiddle.com

Standard Expert Services Agreement

undersigned retaining attorr	ney in relation to the fo	ollowing styled	case:	
				

1. This agreement is to retain the services of Bradley S. Craig, LMSW-IPR, CFLE, to assist the

- 2. The retaining attorney understands Mr. Bradley Craig initially accepts cases only as a consultant in a reviewing role, to provide a neutral review and an independent expert opinion regarding specific issues in a case or as an academic expert to review particular issue areas in the social sciences.
 - a. Whether Mr. Bradley Craig later serves an expert witness regarding his opinions depends on the merits of the case, the intended use of such testimony, and the attorney's request for such services.
 - b. If retained in a consulting role to assist in advocating an attorney's position Mr. Bradley Craig will not provide expert witness testimony.
 - c. The retaining attorney understands that Mr. Bradley Craig will act in conformity with recognized best practices at the time services are conducted as appropriate to the specific situations of this case. retaining attorney understands Mr. Bradley Craig initially accepts cases only in a reviewing or consulting role. If retained as a consultant to assist in advocating an attorney's position, he will not provide expert witness testimony. If Mr. Bradley Craig is retained as a neutral reviewer to provide an independent expert opinion regarding issues in a case whether he later serves an expert witness regarding his opinion, depends on the merits of the case and the attorney's request for such services.
- 3. In consideration of his agreeing to provide expert services to the undersigned attorney, Mr. Bradley Craig shall be reimbursed for all time spent on the case at the following rates:
 - a. Base rate of \$200.00 per hour for interviews, review of written materials, telephone contact, correspondence, writing reports to the court if requested, and any other case related activity not otherwise outlined.
 - b. \$250.00 per hour, with a minimum charge of three hours, for court appearances, deposition, participation in a settlement conference, or similar activity. Court appearance fees are nonrefundable within a week of the scheduled appearance as Mr. Bradley Craig must clear his schedule whether the hearing occurs or not. \$1000.00 per half day or \$2000.00 per full day for court appearances, deposition, participation in a settlement conference, or similar activity. (Telephone testimony will be billed at a rate of \$250 per hour.)
 - c. Plus any associated expenses in providing services (copying, parking, etc.).
- 4. Payment in a timely manner, made out to Between Two Homes, LLC. by name, is the sole responsibility of the retaining attorney's law firm, irrespective of case outcome or defaulted appearances. The retaining attorney understands they are responsible for any and all fees

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incurred by Mr. Bradley Craig in relation to this case, and any and all work done by Mr. Bradley Craig in relation to this case.

- 5. This agreement for services is between Mr. Bradley Craig and the retaining attorney's law firm. Mr. Bradley Craig is not providing services directly to any litigating party and this agreement shall terminate if representation in this case by the undersigned attorney's law firm ends for any reason.
- 6. Either Mr. Bradley Craig or the retaining attorney may terminate this agreement on written notice; such termination shall relieve Mr. Bradley Craig and the retaining attorney of any assumed or implied obligations othis than payment of any balance due.
- 7. A fee deposit (retainer) of \$1000.00 is required before commencement of work on the case, as an advance against which initial expenses are charged. The retainer must be replenished any time it falls to or below the cost of two hours of service or all work on the case by Mr. Bradley Craig may stop until such replenishment is received.
- 8. Payment to cover costs for court appearances or depositions is due at least seven business days in advance of the deposition or hearing as a condition for scheduling the appearance. If an appearance request is received without a minimum of one week notice the appearance fee is due immediately and there will be an additional \$250.00 express charge. Once the appearance time is scheduled and cleared on Mr. Bradley Craig's calendar the appearance fee is nonrefundable.
- 9. Cancellations Participants (attorneys, litigants, or collateral persons) who fail to appear for scheduled interviews or appointments will incur a charge of two service hours (\$400.00); any rescheduling will be done at Mr. Bradley Craig's convenience.
- 10. Local travel There is no additional fee for work conducted in Dallas or Smith Counties and contiguous counties. If any work is to be done outside of these counties an additional travel fee may be charged. Travel time beyond that distance is charged at \$75.00 per hour, rounded up to the nearest 15-minute increment.
- 11. Extended travel For cases requiring airline travel or overnight travel fees are charged for travel time and travel expenses in addition to the standard rates. Travel time is charged at \$75.00 per hour, rounded up to the nearest 30-minute increment, and is logged as any time spent between originating airport and hotel or hotel and departing airport. Travel expenses include the full expense of First Class airfare, a hotel room, a rental vehicle, and gasoline reimbursement for the rental vehicle. An additional base retainer will be calculated based on expected travel time and expenses and is due before any travel arrangements will be made.
- 12. In instances where Mr. Bradley Craig is retained to provide review of case-specific information, the retaining attorney shall furnish all relevant documents and materials as they are obtained and to provide all requested documents, materials, and information to Mr. Bradley Craig so that Mr.

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Bradley Craig may provide a thorough review of the case-related issues. Please send all case materials, legal documents, or other communications to PO Box 1353 Mineola, TX 75773.

- 13. For out of state services the retaining attorney shall ensure in advance that any licensing issues or conflicts about expert functions in that state have been resolved to Mr. Bradley Craig's satisfaction before he will make an out of state appearance. It is the retaining attorney's responsibility to provide Mr. Bradley Craig with any licensing information necessary to provide services outside of Texas so that Mr. Bradley Craig may assist in this process.
- 14. The retaining attorney understands and agrees that Mr. Bradley Craig is not providing, nor is the retaining attorney requesting, therapy, counseling, or any form of treatment. Mr. Bradley Craig is only providing expert consultation or review services. Should other service needs be indicated, appropriate recommendations and referrals may be made by Mr. Bradley Craig.
- 15. The retaining attorney understands that there are some circumstances under which Mr. Bradley Craig is required to disclose confidential information without consent. These include but are not limited to situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; under court order to disclose information; or as otherwise required by law.
- 16. Should expert witness testimony be sought, information offered by Mr. Bradley Craig may be helpful to the retaining attorney; however, the retaining attorney recognizes that Mr. Bradley Craig is obligated to respond in a forthright manner to all questions posed to his and that, in doing so, information and/or opinions may be expressed that will not be helpful to the retaining attorney's position.
- 17. Any document filed with the court in which Mr. Bradley Craig's credentials are outlined and/or in which his anticipated testimony is described must be approved by Mr. Bradley Craig before it is filed. Mr. Bradley Craig reserves the right to withhold services or to withdraw if pertinent information concerning either his credentials or his anticipated testimony is misrepresented or withheld. In such a circumstance any remaining funds on deposit are forfeit.

The signature below indicates agreement with all these terms; please return one copy to Mr. Bradley Craig.

Attorney as individual and on behalf	f of firm	
(Printed name)		Date
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