

Retainer Agreement and Policies For Legal Situations

Paula Kettula Licensed Clinical Social Worker, Inc.

DBA Porta Verum Psychotherapy Services

Court and Deposition Hearings

It is my role and intention to provide psychotherapy treatment for you and/or for your family member, and I do not specialize in testifying in court or deposition hearings or providing any kinds of statements or assessments to the courts. If you are looking for such a service, I will refer you to the appropriate therapist to meet your needs. In the case that I am called to appear in court, deposition hearings, or any other legal proceedings, you are responsible for the following financial compensation for this additional professional service. In case of a treatment for your child, both parents and/or guardians must sign this form. Treatment will not commence or continue unless this agreement is signed regardless of whether you or your family member is currently involved in any court-related matters.

1. In the event that any party desires or requires my testimony in deposition, at trial, or any other court hearing or proceeding, the said party shall advance a retainer payment of no less than \$3500 at least one week prior to any scheduled court or deposition appearance. Should the party/attorney who is subpoenaing fail to make this retainer payment, I will not be required to attend the deposition/court hearing. Upon completion of all services rendered under this stipulation, I will refund the sum of money if any, by which advances received exceed fees earned, minus a minimum fee of \$1000 that is non-refundable. Once the retainer fee is used up to \$3000, the party who has issued the subpoena shall advance a subsequent \$3500 retainer to me within 24 hours of notification which is required for my continued involvement in the case.

2. Fee Schedule:

A. \$250 per hour:

- All meetings and/or communication with you and/or your child, or anyone else deemed necessary for the purposes of performing the requested service
- Consultation with attorneys or any other professionals in person, via phone or email
- Waiting time
- Travel time
- Time "on call" or other reserved time, and any clerical services associated with this case
- Any phone calls, reading and writing emails and video conferences related to the matter

B. \$200 per hour:

- Preparation time that includes but is not limited to review of records, emails or phone logs

C. \$350 per hour:

- Time required in giving testimony and/or attending a deposition hearing

D. ALL attorney fees and any other costs (i.e. having to consult with my own legal counsel, cost related to cancellation of travel) in full incurred by me as a result of legal action

E. All fees are doubled if I have plans for vacation or travel out of town

F. Minimum non-refundable charge for court appearances, deposition hearings and any other legal proceedings is \$1000

3. It is understood that neither party nor their attorneys of record may request access to any of my computers or any information contained therein

4. No shows for appointments and/or missed session/meetings without a 48 hour notice will be charged in full

5. All fees are to be paid to Paula Kettula, LCSW Inc., at 3911 5th Avenue, Suite 208, San Diego, CA 92103 by a cashier's check.

6. Paula Kettula, LCSW Inc./Porta Verum Psychotherapy Services will provide you with detailed logs and bill describing the charged amounts

Record Requests, Treatment Summaries and Letters

1. You may make a written request to receive a copy of your records in full or request an inspection. If you would like to inspect your records, I will make them available for you within 5 days. Production of records will be provided within (15) days from the date of the written request. You may not have access to my computer to inspect the records, thus both inspection and production of records have a 25 cents per page charge and an additional \$110 hourly charge for the labor it takes to prepare your records.
2. Treatment summary will be provided in 10 days unless you or your child has already discharged in which case it will take up to 30 days. There is a flat rate fee of \$300 for a treatment summary. If the record is extraordinarily long, there is an additional \$100 charge. The payment is due in full in advance prior to commencement of the work.
3. Under certain circumstances, which I will explain to you clearly, I may refuse inspection, producing a copy or summary or your treatment records
4. Fee for writing letters vary between \$50 and \$300 depending on the nature of the letter.

Signing below indicates that you have thoroughly read and understood these policies, and in the case of my involvement in any of the above mentioned situations, you agree to adhere to these policies and financial responsibilities in full whether or not you or your family member is/are presently my client, and whether your and/or your family member is currently involved in any legal proceedings. It is also understood that you have had a chance to ask questions and your concerns have been addressed to the best my ability. This agreement covers any pertaining issues that have occurred any time in the past, present or that may occur in the future even after termination from therapy, whereby my expertise, experience or factual report is sought or required in any legal proceeding.

