

Gabriela Portas, ATR-BC, LCAT, SEP
Psychotherapist & Creative Arts Therapist
Somatic Experiencing Practitioner
License No. 001343-1

**AGREEMENT REGARDING HEALTH PRACTITIONER'S
FEES FOR LEGAL INVOLVEMENT**

I, _____ (the client or parent of the client), understand that if Gabriela Portas, LCAT (the practitioner), 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 practitioner for all time expended. I understand that any health insurance benefits I may have do not cover the time or services of practitioners spent on clients' legal involvements.

I agree that the practitioner's fees for case preparation, record review, telephone calls, correspondence, conferences, written reports, any testimony and consultations with lawyers, including the practitioner's lawyer, or other court personnel, will be calculated at the rate of \$200 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 practitioner'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 practitioner is notified that the legal matter has been finally settled or it otherwise becomes certain, as determined at the sole discretion of the practitioner, that it will not be necessary for the practitioner to spend additional time on legal involvement in the case. The practitioner 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 practitioner'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 practitioner arrives at the place where testimony is to be given until the time the practitioner is dismissed, plus travel time to and from the place of testimony from the practitioner's office. Any adjustments from the estimate will be made after all testimony of the practitioner has been completed.

I understand that if, after the practitioner's testimony is scheduled, it is postponed or canceled for any reason and the practitioner cannot be notified at least 1 week in advance, then a fee of \$500 will be charged to reimburse the practitioner for time set aside for the testimony.

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

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

I understand that my paying the practitioner for time for legal involvement does not mean that the practitioner will serve as an expert witness, nor does it mean that the practitioner'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 practitioner ends. This agreement will be enforceable in court.

Signature of Client (or Parent of Minor Client): _____
Date: _____