

EXHIBIT A: DOCUMENTS REQUESTED

DOCUMENT(S)	VOCATIONAL EVALUATION	LIFE CARE PLAN
Signed HIPAA Release	✗	✓
Completed Personal History Questionnaire	✓	✓
Medical Records <ul style="list-style-type: none"> • ER Records from the date of incident • Discharge Summaries and Operative/Procedural reports from all hospital stays. (Please refrain from sending the entire hospital record. Thank you.) <ul style="list-style-type: none"> • Imaging/Diagnostics (Reports only; Images unnecessary.) • Narrative Reports • Independent Medical Examination reports (both Plaintiff and Defense) • Functional Capacity Evaluations Please keep medical records within 1,000 pages if possible. Review of >1,000 pages will be billed hourly per the fee schedule.	✓	✓
Legal Exhibits <ul style="list-style-type: none"> • Bills of Particulars • Summons & Complaints • Deposition/Testimony Transcripts 	✓	✓
Other Experts' Reports	✓	✓
Employment Records <ul style="list-style-type: none"> • Tax Returns, W2 Earnings Records, or other Earnings Records (such as paystubs) • Social Security Administration Statement of Earnings • Union Contracts • Job Descriptions • Performance Evaluations 	✓	✗
Educational Records <ul style="list-style-type: none"> • Transcripts demonstrating higher or specialized education • Special Certification Documents 	✓	✗
Prison Records (if applicable)	✓	✗

✓ = document requested for this type of report

✗ = document not necessary for this type of report

Please note that KWVRS is a paperless office. All records must be submitted electronically.

EXHIBIT B: COMPENSATION SCHEDULE

WORK PRODUCT AND DESCRIPTION	FEES*
Independent Medical Examination or Standard of Care Report (Jesse Wolstein, MD)	\$4,000
Vocational Evaluation / Earning Capacity Analysis	\$7,500
Life Care Plan	\$8,500
Vocational Evaluation / Earning Capacity Analysis & Life Care Plan	\$14,750
Economic Assessment (Stand alone report / In combination with another report)	\$6,000 / \$5,000
Loss of Household Services	\$4,000
Court Appearance	\$7,000
Deposition - up to 4 hours: Deposition - full day (more than 4 hours):	\$4,500 \$6,000
Preparation for Court Appearance or Deposition	\$550/hour
Interview No-Show / Cancellation (under 72 hours)	\$750
Travel Surcharge	\$550/hour
Expedited Report Surcharge (from interview date): 1-7 Day Turnaround 8-14 Day Turnaround 15-29 Day Turnaround	\$5,000 \$3,750 \$2,500
Supplemental / Addendum / Revision Any edit requested beyond 30 days after the original draft report is <i>completed</i> (excluding internal error)	\$550/hour
Clerical Work and/or Extensive / Delayed Medical Record Summarization Clerical tasks and/or any summarizing of medical records in excess of 1,000 pages or those received after the interview has occurred.	\$300/hour

- Fees for services requested after initial retainment are subject to increase provided the most current fee schedule.

Refundability:

- Cases withdrawn within 30 days of signing this Agreement are refundable less a \$2,500 case intake fee
- Cases withdrawn after 30 days of signing this Agreement are nonrefundable
- Testimony fees are 100% refundable if notice of cancellation/rescheduling is provided 7 or more business days before appointment date/time; 50% refundable if notice is provided between 4-6 business days before appointment date/time; and nonrefundable if notice is provided within 3 business days of appointment date/time, or court is scheduled during our interviewing schedule. Cancellation is non-refundable, irrespective of notice, when testimony is scheduled midweek and outside of the Monday and Friday court calendar.

Resumption of Deferred Cases:

- Reports requiring update beyond two years of the original draft report date are regarded as new cases and are invoiced at 75% of the *current* fee for any given work product.

PROFESSIONAL SERVICES AGREEMENT: PERSONAL INJURY

This Professional Services Agreement ("Agreement") is made and entered into as of the date of its submission (signed) to Kincaid Wolstein Vocational and Rehabilitation Services ("Company"), by and between Company and Retaining Counsel ("Client") noted on the New Matter Intake Form on page one of this Agreement. Company and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROFESSIONAL SERVICES

- 1.1. *Scope of Services.* Subject to the terms and conditions of this Agreement, company is hereby retained by Client to provide the professional services specified in the "New Matter Intake Form," which services are referred to herein as the "Services." Client may, but is not obligated to, engage Company to perform additional Services upon mutually agreed terms and conditions and by means of a written addendum to this Agreement.
- 1.2. *Performance Standard and Warranty.* Company will cooperate with Client and Client's staff in the performance of the Services. Company warrants and represents that the Services will be performed in a professional and timely manner and Company does not have any actual or potential interests adverse to Client with reference to the subject of this Agreement]. Client must report any deficiencies in the Services to Company in writing within 14 days after such Services are performed in order to receive the warranty remedy. Client's sole and exclusive remedy and Company's entire liability for breach of this warranty will be re-performance of the deficient Services. If, for any reason, Company is unable or fails to correct such deficiencies, Client may terminate this Agreement as provided in Section 3.2. Company will bear no liability or otherwise be responsible for delays in the provision of Services, or any portions thereof, occasioned by Client's failure to timely complete a task or adhere to its own schedule.
- 1.3. *Independent Contractor.* Company will determine the method, details, and means of performing the Services. At its own expense, Company may use employees or contractors to perform the Services under this Agreement. Company and Client understand and intend that Company shall perform the Services as an independent contractor and not as an employee of Client. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties.

2. COMPENSATION AND PAYMENT

- 2.1. *Fees and Expenses.* For the Services provided by Company pursuant to this Agreement, Company shall be compensated in accordance with the "Compensation Schedule" attached hereto as Exhibit B and incorporated herein by reference. Compensation will include reimbursement for all reasonable and necessary travel and out-of-pocket expenses incurred by Company in providing the Services when travel is required in order to provide the Services. Client acknowledges that fees are subject to periodic increase and agrees to be held liable for current fees at the time service is provided.
- 2.2. *Payment.* Company will initially invoice Client for the requested Services for the matter. Additional fees will be invoiced as Services are performed. Client's payment terms will be in U.S. Dollars and paid in full within 14 days after the invoice date. **Work can commence prior to the receipt of payment, however, Company's work product(s) will not be released to client until payment in full is received.** Client acknowledges its responsibility for payment of all professional fees associated with the matter named on the first page of this document.
- 2.3. *Overdue Invoices.* In addition to any other remedy available to Company for late payments, Client will be obligated to pay Company interest for fees and charges not paid within 42 days after the invoice date at the compound rate of 0.5% per month or the maximum allowed by law, whichever is more for each month (or partial month) calculated from the date such payment was due until the date paid. If Client elects to discontinue the Services and does not pay the outstanding fees and charges in full within 14 days of such election, Client will continue to be charged interest until the balance is paid in full. Client will be responsible for any costs, including attorney's or collection agency's fees, incurred by Company in collecting any past due amounts under this Agreement.
- 2.4. *Disputed Charges.* Client may not withhold payment of any invoice on the basis of any dispute other than on the basis of clear error on the face of the invoice, such as a calculation error. Payment by Client will not preclude Client from questioning any charges that Client believes are improper or incorrect, within 28 days after the invoice date. If Client disputes any charge on a given invoice, Client will pay all non-

disputed charges and document the disputed charges in writing to Company. Client will notify Company in writing, no later than 28 days after the invoice date, of any questions or issues relating to items billed on an invoice or all fees and charges will stand.

2.5. **Taxes.** Client agrees to be responsible for paying all direct or indirect federal, state, municipal or other governmental excise, sales, or similar taxes, that now or in the future may be imposed on Client, together with any penalties, interest or any additions thereto associated with the Services hereunder or arising as a result of or in connection with transactions under this Agreement, other than taxes related to Company's net income or property.

3. TERMS AND TERMINATION

3.1. **Term.** The term of this Agreement will begin on the Effective Date and will remain in full force and effect until its matter has settled or resolved in court, unless earlier terminated as provided in this Agreement.

3.2. **Termination.** Client may terminate this Agreement upon material breach by Company of one or more of the terms and conditions of this Agreement, provided that Company is notified in writing of the material breach and such breach is not cured within 28 days after receipt of such written notice. Client's termination of this Agreement will not relieve Client of its obligations to pay for any Services performed. Company may terminate this Agreement if Client fails to promptly pay any fees or charges when due or upon material breach by Client of one or more of the terms and conditions of this Agreement, provided that Client is notified in writing of the failure or breach and such failure or breach is not cured or a satisfactory resolution agreed upon in writing by the Parties within 28 days after receipt of such written notice.

4. LIABILITY AND DAMAGES.

4.1. **Limitation of Liability.** Company agrees to take all necessary precautions to prevent injury to any persons or damage to any property during the term of this Agreement. Client agrees the liability of Company, if any, on any claim for damages arising out of this Agreement shall be limited to direct damages and shall not exceed the amount which has been paid to Company by Client for matter to which this Agreement pertains.

4.2. **Damages Waiver.** Notwithstanding anything in this agreement to the contrary, Company will not be liable to Client for consequential damages and Company will have no liability whatsoever resulting from any legal claims against Client. In no event shall Company be liable to Client or its officers, directors, employees, and agents for loss or damage arising out of this Agreement, lost profits, or similar economic loss or for any consequential, special, incidental, direct, indirect, or punitive damages, regardless of the form of action including but not limited to, actions for breach of contract, negligence, strict liability, and breach of warranty whether in contract, tort or otherwise, in any way arising out of or in connection with the use or performance of, or any failure or delay in providing the services, however caused, even if such party has been advised of the possibility of such damages.

5. CONFIDENTIALITY.

5.1. **Confidential Information.** Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. Confidential information includes, but is not limited to, all information concerning a Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.

5.2. **Use of Confidential Information.** Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. Client agrees not to use Company's Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement, and Company agrees to use Client's Confidential Information solely for the purpose of performing the Services. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information. The Receiving Party further agrees not to disclose or permit any third-party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors

are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

- 5.3. *Limitation of Use.* Confidential Information will not include information of the Disclosing Party which: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is subsequently furnished to the Receiving Party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the Receiving Party will promptly notify the Disclosing Party and cooperate, at the Disclosing Party's expense, to permit the Disclosing Party to seek appropriate protective orders from the issuing court of government authority limiting disclosure or use of the Confidential Information.
- 5.4. *Ownership of Confidential Information.* Except as explicitly stated in this Agreement, Receiving Party is granted no license or conveyance of Disclosing Party's Confidential Information or any intellectual property rights therein. Title to the Disclosing Party's Confidential Information shall remain solely with the Disclosing Party.

6. GENERAL PROVISIONS.

- 6.1. *Governing Law.* This Agreement is governed by the laws of the State of New Jersey and shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey as it applies to a contract made and performed in such state. The federal and state courts will have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of *forum non conveniens* or otherwise.
- 6.2. *Force Majeure.* Neither Party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, floods, fires, earthquakes, tornados, civil unrest, acts of terror, labor disputes, computer, telecommunications, internet service provider or hosting facility failures, delays involving hardware, software, or power systems, malicious code, denial of service threats, or inability to obtain energy; provided however, that the Party so affected will promptly resume performance as soon as reasonably practical.
- 6.3. *Severability.* If any provision of this Agreement is declared or found to be prohibited, unenforceable or void, the Parties will negotiate in good faith to agree upon a substitute provision that is valid, binding, and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the Parties are unable to agree upon such substitute provision, the original provision will be stricken. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 6.4. *Entire Agreement.* This Agreement (including any referenced Exhibits) constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties hereto.
- 6.5. *Waiver.* No delay or failure by Company to exercise any right or power under this Agreement will constitute a waiver of that right. A waiver of any of the covenants, conditions, or agreements to be performed by Client or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 6.6. *Daubert Challenges.* Client agrees to notify Company in writing immediately in the event of a Daubert challenge intended to obstruct Company's work product from admissibility, and/or to preclude Company from tendering expert testimony.

[Remainder of page intentionally left blank]

[Signature appended to New Matter Intake Form]