

2026 COMBINED PROFESSIONAL SERVICES AGREEMENT

Dear Client,

Thank you for your interest in retaining Kincaid Wolstein Vocational and Rehabilitation Services. Please take a moment to review this document in its entirety. At your earliest convenience, kindly complete the brief intake form below, append your signature, and return it. We prefer that you send payment by check or ACH wire transfer. 50% of the invoice total is required upon retention and prior to the start of work. The remaining 50% (payment in full) is required prior to the release of all draft work products. **We look forward to working with you!**

INTAKE INFORMATION	
Individual To Be Evaluated:	
Retaining Attorney Name/Email	
☐ Reports can be emailed to paralegals. Retaining Paralegal/Email	
Retaining Firm	
Invoice should be sent to	
Retaining Counsel Represents	☐ Plaintiff ☐ Defense ☐ Husband ☐ Wife
Opposing Counsel Name	
Opposing Counsel Firm	
Carrier/Claim No. (If applicable)	
Adjuster Name (If applicable)	
Type of Case	☐ Personal Injury ☐ Med Mal ☐ Wrongful termination ☐ WC ☐ Wrongful death ☐ Discrimination ☐ MVA ☐ Marital
Work Product(s) Authorized	☐ Vocational Evaluation ☐ Life Care Plan ☐ CME ☐ Loss of Household Services ☐ Economic Analysis
Report(s) Needed By (Due Date)	
Referral Source	
Payment Method	☐ Check ☐ Credit Card or ACH online
Signature & TIN/EIN of Party	By signing my name below, I agree to solidify retention of KWVRS for the work products I have selected above. Additionally, I have reviewed and agree to the Conditions of Retention, including KW's policies with regards to turnaround time, payment schedule, and expert assignment. I authorize the review of the confidential records to be exchanged, and I agree that I am responsible for ensuring payment of all professional fees, 50% upon retention, and the balance prior to the release of the draft report. Signature TIN/EIN Date

EXHIBIT A: DOCUMENTS REQUESTED

DOCUMENT(S)	VOCATIONAL EVALUATION	LIFE CARE PLAN
Signed HIPAA Release	x	✓
Completed Personal History Questionnaire	✓	✓
Medical Records - 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.) - Imaging/Diagnostics (Reports only; Images unnecessary.) - Narrative Reports - Independent Medical Examination reports (both Plaintiff and Defense) - Functional Capacity Evaluations <i>Please keep medical records within 1,000 pages if possible. Review of >1,000 pages will be billed hourly per the fee schedule.</i>	✓	✓
Legal Exhibits - Bills of Particulars - Summons & Complaints - Deposition/Testimony Transcripts	✓	✓
Other Experts' Reports	✓	✓
Employment Records - Tax Returns, W2 Earnings Records, or other Earnings Records (such as paystubs) - Social Security Administration Statement of Earnings - Union Contracts - Job Descriptions - Performance Evaluations	✓	x
Educational Records - Transcripts demonstrating higher or specialized education - Special Certification Documents	✓	x
Prison Records (if applicable)	✓	x

✓ = document requested for this type of report

x = 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	RETAINER FEES*
Independent Medical Examination or Standard of Care Report (Jesse Wolstein, MD)	\$4,000
Vocational Evaluation / Earning Capacity Analysis The retainer is a deposit for work, not an estimate; the final fee may be greater than the retainer. All outstanding charges are payable before the release of the work product. If the retainer has been mostly used, it will have to be refreshed.	\$5,000 / PI \$4000 / Marital
Life Care Plan	\$6,000
Vocational Evaluation / Earning Capacity Analysis & Life Care Plan	\$10,000
Economic Assessment (Stand alone report / In combination with another report)	\$4,000 / \$3,000
Loss of Household Services	\$3,000
Court Appearance If the case settles, or for any other reason the vocational expert is not needed to testify and one week (7 full days) notice is not given, then retaining firm agrees to pay for 4 hrs. lost time at \$375/hr. (\$1,500)	\$4,000
Deposition - up to 4 hours:	\$2,500
Deposition - full day (more than 4 hours):	\$4,000
Preparation for Court Appearance or Deposition	\$375/hour
Interview No-Show / Cancellation (under 72 hours)	\$375
Travel Surcharge	\$375/hour
Expedited Report Surcharge (from interview date):	
1-7 Day Turnaround	\$2,500
8-14 Day Turnaround	\$2,000
15-29 Day Turnaround	\$1,000
Supplemental / Addendum / Revision	
Any edit requested beyond 30 days after the original draft report is <i>completed</i> (excluding internal error)	\$375/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.	\$200/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 \$2,000 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; \$1,500 is otherwise due for cancellations provided in less than 7 days.

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.

Kincaid Wolstein Vocational and Rehabilitation Services

Offices located in NY, NJ, VA, RI, MA, VT, GA

1 University Plaza, Suite 302 Hackensack, NJ 70601 (Billing)

www.KWVRS.com ■ Info@KWVRS.Com ■ Tel: (201) 343-0700

EXHIBIT C: CONDITIONS OF RETENTION

These Conditions of Retention apply to all engagements between Kincaid Wolstein Vocational and Rehabilitation Services (“KWVRS” or “Company”) and the Retaining Counsel (“Client”), regardless of case type, work product, or Professional Services Agreement (“PSA”). These Conditions govern the operational, administrative, and procedural requirements under which professional services are performed and apply in conjunction with the applicable PSA.

1. **Purpose**

The Conditions of Retention are intended to:

- Ensure that KWVRS receives all records, information, and access necessary to perform retained services efficiently and professionally.
- Establish uniform payment, refundability, and fee-adjustment rules across all engagements.
- Define clear prerequisites for scheduling, report preparation, and turnaround times.
- Set expectations regarding cancellations, rescheduling, and communication.
- Preserve KWVRS’s discretion over expert assignment, internal workflow, and methodology.
- Standardize administrative policies to minimize delays, errors, and disputes.

2. **Record Submission and Case Readiness**

2.1 **Pre-Scheduling Requirement.**

Client acknowledges that all requested records and materials must be submitted prior to the scheduling of interviews, evaluations, or examinations.

2.2 **Paperless Office.**

KWVRS is a paperless office. All records must be submitted electronically. Paper records may be returned to sender.

2.3 **Records Exchange (Defense Matters).**

For defense-retained Vocational Evaluations and Life Care Plans, Client agrees to provide plaintiff expert reports of the same type prior to interview scheduling. Regardless of retaining party, both plaintiff and defense expert reports should be provided when available.

2.4 **Late or Supplemental Records.**

Submission of records after interviews have occurred or after report drafting has begun may result in additional fees and/or extended turnaround times.

2.5 Excessive Record Volume.

Review of medical or other records exceeding established thresholds (generally 1,000 pages unless otherwise specified) will be billed at the applicable hourly rate set forth in the current fee schedule.

3. Expert Assignment

3.1 Discretion in Assignment.

Client acknowledges that KWVRS retains sole discretion regarding assignment of expert (s) to each matter.

3.2 Requested Experts.

KWVRS will endeavor to honor requests for specific experts; however, availability cannot be guaranteed.

3.3 Additional Experts.

KWVRS reserves the right to involve additional experts, consultants, or analysts when their expertise will add value. Such individuals may appear as co-interviewers and/or co-signatories on reports.

4. Fees, Payment, and Fee Adjustments

4.1 Fee Schedule Applicability.

Fees are governed by the fee schedule in effect **at the time services are performed**. Fees for services requested after initial retention are subject to increase based on the most current fee schedule.

4.2 Payment Structure.

Unless otherwise stated in writing:

- 50% of the total fee is due upon retention and prior to scheduling interviews, and
- The remaining 50% is due post-interview and prior to release of any draft or final work product.

4.3 Commencement of Work.

Work may commence prior to receipt of payment at KWVRS's discretion; however, no work product will be released until payment is received in full.

4.4 Non-Contingent Fees.

All fees are non-contingent and not dependent on case outcome, settlement, or admissibility determinations.

4.5 Overdue Invoices.

50% payment for work product invoices is due upon retention and prior to the vocational interview. The remaining 50% is due upon report completion and prior to the release of the draft report. In the event Client fails to pay an invoice upon report completion, KWVRS reserves the right to discontinue any and all other current work in progress, and/or will not be able to take in new referrals until the outstanding invoice(s) are paid in full.

4.6 Disputed Charges.

Client may dispute only clear errors appearing on the face of an invoice and must do so in writing within twenty-eight (28) days of the invoice date. Undisputed portions remain due and payable.

5. Refundability and Case Withdrawal

5.1 Case Withdrawal – Initial Period.

Cases withdrawn within thirty (30) days of signing the Agreement and/or prior to the scheduling of a vocational interview are refundable less a \$2,500 case intake fee.

5.2 Case Withdrawal – After 30 Days.

Cases withdrawn after (30) days the evaluatee and/or after the evaluatee is interviewed by the appointed expert are non-refundable.

5.3 Testimony Refundability.

Testimony fees are:

- 100% refundable if notice is provided seven (7) or more business days prior;
- 50% refundable if notice is provided four (4) to six (6) business days prior;
- Non-refundable if notice is provided within three (3) business days of testimony, or if testimony is scheduled during KWVRS's interviewing schedule.

Cancellation is non-refundable, regardless of notice, when testimony is scheduled midweek and outside the Monday or Friday court calendar.

6. Turnaround Times

6.1 Commencement of Turnaround.

Turnaround times begin only after:

- Completion of the interview (if applicable), and
- Receipt of all required records.

6.2 Standard Timelines.

- Vocational Evaluations: 30 days
- Life Care Plans, Economic Assessments, Loss of Household Services: 45 days

6.3 Comprehensive Medical Examinations.

Where an Independent Medical Examination is conducted by KWVRS, turnaround may extend to 45 days.

6.4 Expedited Requests.

Expedited timelines are subject to acceptance and applicable surcharge fees.

7. Cancellations and No-Shows

7.1 Interviews.

Interview cancellations or failures to appear with less than seventy-two (72) hours' notice are subject to the applicable no-show or cancellation fee.

7.2 Testimony.

Deposition and court appearance cancellations are governed by the refundability provisions set forth above and the applicable fee schedule.

8. Scope Changes, Supplemental Work, and Case Resumption

8.1 Scope Modifications.

Requests for supplemental opinions, revisions, addenda, or services outside the originally retained scope are billed separately.

8.2 Delayed Revisions.

Revisions requested more than thirty (30) days after draft delivery are billable unless required to correct an internal error.

8.3 Deferred or Dormant Matters.

Reports requiring update beyond two (2) years of the original draft date are treated as new cases and invoiced at 75% of the current fee for the applicable work product.

9. Relationship to the Professional Services Agreement

- The applicable PSA governs the legal and contractual relationship between the parties.
- These Conditions of Retention govern operational, administrative, and procedural requirements.
- In the event of inconsistency, the PSA controls unless expressly stated otherwise.
- Acceptance of retention constitutes acceptance of these Conditions of Retention.