**FIG Services, Inc.**
P.O. Box 1161 • Hendersonville, NC 28793
(828) 698.9486 Ph • (828) 698.9327 Fx
FIGservices.com

FIG
Nursing Education and Consultancy

***SERVICES RETAINER AGREEMENT***

I, _____ Attorney At Law, of _____hereby request Nurse Life Care Planning services from Shelene Giles of FIG Services, Inc. Shelene Giles is a licensed Registered Nurse and Certified Nurse Life Care Planner offering services of developing a Nurse Life Care Plan. I assume responsibility for payment on all services rendered on _____.

I agree to forward a nonrefundable retainer fee in the amount of $2,500 along with the medical records prior to Shelene Giles beginning the Nurse Life Care Plan. I agree to make payment to FIG Services, Inc. for services in the amount of $200 per billable hour. I agree to forward a signed Contract Services Agreement, retainer fee, and copies of all medical records prior to Shelene Giles beginning the Nurse Life Care Plan. (Address: P.O. Box 1161, Hendersonville, NC 28793). I will reimburse reasonable and necessary travel and other expenses incurred by Shelene Giles during the course of developing the Nurse Life Care Plan. Travel time is based upon departure and arrival and is billed at the same hourly rate. Travel will be pro-rated when appropriate. Mileage will be reimbursed at the current rate allowed by IRS ($.50 per mile). I understand interim billing will take place and payment is expected prior to Shelene Giles continuing the Nurse Life Care Planning process. Final payment is expected at the completion of the Nurse Life Care Plan. Once payment has been received, a signed copy of the Nurse Life Care Plan Report will be promptly forwarded to my office. I understand Shelene Giles reserves the right to withhold the final product (Nurse Life Care Plan report) until full payment is received. I also understand that all outstanding fees must be paid prior to deposition or trial appearance. A finance charge of 3% (of the total) will be billed on balances not paid within 30 calendar days.

I understand full payment of the Nurse Life Care Planning services is required prior to appearance for depositions, mediations, hearings or trial. Charges for deposition/court appearance, travel and preparation are reimbursed at $200/hour. As professional time and expenses have been set aside for the scheduled deposition/court appearance, prepayment is required within a minimum of five business days prior to the scheduled appearance. A minimum of four hours will be billed on the prepayment invoice for court/deposition appearance. Should the deposition exceed the four hours, the deposition will be paused/rescheduled and a subsequent prepayment invoice for be billed for an additional four hours at a rate of $350/hour for professional and travel time. Should court appearance exceed the billed time (four hours), subsequent payment is due on receipt of the revised invoice. If prepayment is not received within five business days prior to the scheduled deposition date, the deposition will be canceled, rescheduled, and billed accordingly. If prepayment is not received within five business days prior to the scheduled court date, the court appearance will be canceled. Prepayment for court/deposition preparation, travel/mileage, expenses (hotel, meals, car rental) and court/deposition appearance is nonrefundable if canceled or rescheduled within five business days of the scheduled appearance.

***Cont'd on next page***

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## *SERVICES RETAINER AGREEMENT cont'd.*

I understand that the Nurse Life Care Plan should be reviewed and possibly updated with changes to _____'s medical condition. A revision of the Nurse Life Care Plan will only be conducted upon my request or prior to court appearance, and I will be billed upon completion of the revision.

Nothing in this Agreement is intended nor will be construed to create a partnership relationship in an employer-employee relationship, a principal agent relationship or a joint venture relationship between parties or to allow - _____ Attorney At Law, of _____to have or to exercise control, direction, or supervision over the professional judgment, manner, means or methods by which Shelene Giles performs the services which are the subject matter of this Agreement. This Agreement contains the entire understanding between the two parties and supersedes any and all other written or oral communication. I understand failure to honor this agreement will result in the immediate termination of services.

| | |
|---|---|
| _____ | _____ |
| Shelene Giles, Nurse Life Care Planner | Signature from Attorney |
| _____ | _____ |
| Date | Date |

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