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Clinical Psychology

FEE AGREEMENT FOR FORENSIC EXAMINATION AND CONSULTATION SERVICES

Examiner: Dr. Benjamin Albritton is referred to as the “examiner” in this agreement.

Client: The retaining attorney, and not any litigant, party, third party, or insurance company, is the client of the examiner, unless otherwise agreed in writing. The client is the financially responsible party. The client shall pay the fees for all time and services, whether the time is spent or the service is initiated by that client, a party, another attorney, the court, the examiner, or other persons or agencies relevant to the matter. Since the examiner is retained as an independent expert, this includes financial responsibility even if time is spent on activities that are perceived to be adverse to the interests of the client or another party. Should the client seek reimbursement of any fees from a litigant, another attorney, or other third party, it is the client’s responsibility to inform those parties that their financial obligation is to the retaining attorney and not to the examiner.

Fees: All payments should be made to Dr. Benjamin Albritton. Prompt and timely payment is required for all services. Fees for service shall include, but not be limited to, charges for consultations, interviews, examination appointments, collateral appointments, broken and canceled appointments, testing, test scoring, test interpreting, reviewing printed materials, preparing and providing reports, affidavits, and testimony, and staff and research assistant time. No matters are accepted on a contingent or “flat fee” basis. Because examinations, declarations, affidavits, depositions, consultations, and testimony require considerable preparation time and the reservation of multiple hours, the client is responsible for the time that is reserved for all services. Services must be requested and documents must be received at least one week prior to when the service is needed or the document review is due. Late requests are likely to require after-hours work at the after-hours rate. Time for depositions and testimony will not be reserved until payment for the requested time is received by either the deposing party or the retaining party. The fees for the individual examiners are as follows:

| Service | Dr. Albritton | Case Manager |
|---|----------------------|---------------------|
| Time reserved for services provided in office | \$300.00 | \$65.00 |
| Time reserved for services after hours or outside of the office, door-to-door | \$300.00 | \$65.00 |
| Time reserved for all legal proceedings, including time to provide declarations, affidavits, depositions, and testimony | \$300.00 | NA |
| Time reserved for all telephone consultations, including those missed or broken | \$300.00 | NA |
| Minimum initial retainer required | \$3000.00 | NA |

There will be a charge of \$.20 per page, plus handling, messenger, shipping, and long-distance charges, for all copying, faxing, and delivering of materials.

Retainer: There is a minimum retainer for each matter, plus additional retainers for additional plaintiffs as agreed, and any estimated travel expenses. Regardless of the original source of the funds, the retainer will be credited to the account of the retaining attorney(s). *The retainer is to be paid before any examiner may be identified as having been consulted with, retained, or declared as an expert witness in the matter.* Appointments with the examiner will be canceled without notice if this retainer is not paid at least 10 business days before the first appointment or service. The retainer is a credit balance against which fees shall be charged. Of the retainer, a minimum charge for two hours of the examiner's time is non-refundable should the consultation or examination service be canceled or not completed for any reason at any time by anyone other than the examiner. The examiner shall return any unused remaining portion of the retainer to the payer promptly when notified by the responsible party in writing that the examiner's services will no longer be required in the matter.

The actual final cost of forensic services in any particular case varies tremendously depending on the amount of time spent by the examiner, the amount of contact with the parties and any attorneys, the number of other persons to be included, the amount of information to be read, and the degree of complexity of the matter and of the examination report. The examiner's fees may substantially exceed the initial retainer. Counsel should anticipate that additional retainers may be required. Additional retainers and fees shall be paid promptly when requested by the examiner. Services will be suspended or terminated if retainers or fees are not paid when requested. Testimony, reports, and opinions will not be offered, written, or released until account balances are current and retainers have been paid.

Payment is due and payable at the time of service. Payment due that exceeds any remaining retainer credit balance is to be made promptly upon receipt of monthly billing statements. Service charges will accrue at 1.0% per month (or a minimum service charge of \$2.00 per month), but not to exceed the amount permissible by law, on any balance not paid within 30 days after the charge was incurred. Should a check be returned by the bank for any reason whatsoever, a \$25 returned check fee will be due.

Financial Responsibility and Third Party Payments: The client assumes and retains complete financial responsibility for all the fee obligations contained under this agreement, even if reimbursement of these fees are the ultimate responsibility of another party. All parties should note that health insurance does not usually cover forensic examinations and that the intent to seek health insurance coverage is not a substitute for the financial obligations described herein. Most physical health and mental health insurance is intended for the provision of treatment and does not usually cover forensic services. Under Texas law, the misrepresentation of a service by a provider to an insurance company in an attempt to obtain coverage for an otherwise uncovered service may constitute a felony. All of the billings from this office will clearly state that a forensic service has been provided in this matter. Should an insurance company, nevertheless at their option, chose to provide coverage to an insured for a forensic service, and should an insurance company or any other third party provide payment directly to this office, the acceptance of such payment by this office shall be construed only as payment having been made by a third party on the behalf of the financially responsible party and shall not be construed as an indication that the third party is or has become the financially responsible party, or that the third party has become a client of the examiner, nor as an indication that therapy has been provided by the examiner to anyone in this matter.

Appointments and Cancellations: Because the scheduled appointment time is held exclusively for one person or task, advance notice of cancellation is required. The client shall keep the examiner advised of any cancellation or postponement in any scheduled appointment. There will be a cancellation charge of two hours if an appointment for psychological testing is canceled with less than three business days notice. Cancellation charges for all other cancellations and broken appointments are calculated as per the table below:

| Amount of Time Reserved For Consultation or Examination | Amount of Business Days Notice of Cancellation Provided | Amount of the Charge For Canceled Time |
|--|--|---|
| one hour or less | one full business day (24 hours) | no charge |
| | less than 24 hours notice but more than two hours notice | one-half charge |
| | less than two hours notice or no notice | full charge |
| more than one hour, less than five hours | three full business days (72 hours) | no charge |
| | less than three business days notice but more than 24 hours notice | one-half charge |
| | less than 24 hours notice or no notice | full charge |
| five hours or more | five full business days | no charge |
| | less than five business days but more than three business days | one-half charge |
| | less than three business days or no notice | full charge |

Because the examiner participates in many forensic matters, there may be occasions when he may have to reschedule an appointment with minimal notice because the examiner is required to participate in another legal matter. If the examiner fails to give notice of at least 48 hours that he cannot keep an appointment, a replacement appointment shall be provided at no charge.

Collection: If an account is due for 60 days, it may be sent for collection. The responsible party shall pay all reasonable costs of collecting the bill, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney’s fees, and court costs. The 50% collection agency charge shall be added to the bill and shall become part of the financial responsibility at the time the account is sent to the collection agency. In the event that legal action is instituted to collect fees and charges, the responsible party shall pay all additional reasonable costs and fees resulting from the suit, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney’s fees, and court costs. Any such suit shall be filed and the matter shall be properly heard in Dallas County, Texas.

Termination. Subject to the “Fees and Payments” and “Appointments and Cancellations” provisions as stated above, this agreement may be terminated at will by either the retaining attorney or the examiner at any time. No services, including but not limited to consultations, reports, opinions, or testimony, will be provided after the examiner’s services are terminated.

Agreement: This statement shall be considered an agreement between the examiner and the retaining attorney unless Dr. Albritton agrees otherwise in writing. All agreements and contracts with Dr. Albritton's office are in writing. No oral agreements may supersede this written agreement on this matter. Any modification of this agreement must be in writing and signed by Dr. Albritton. Should Dr. Albritton, at his sole discretion, choose to waive any requirement under the terms of this agreement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this agreement or any other contract. Each examiner, in agreeing to provide this service, is specifically relying on the client's agreement to abide by each of the terms of this agreement.

Client

Date