

Exhibit A. Sample Consultant-Attorney Agreement

{Insert Letterhead}

CONSULTANT-ATTORNEY AGREEMENT

This agreement is entered into between Dr. Smith, the consultant, and

_____ {insert name of attorney and law firm} _____, the client-attorney.

The purpose of this agreement is to procure the services of the consultant in relation to the case

of _____ {insert name of child or file} _____ (Client File # _____).

Dr. Smith will provide services to the client-attorney as an independent professional. Payment to Dr. Smith is not dependent upon the findings that Dr. Smith renders, or on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between the client-attorney and any other person or party.

The client-attorney has had the opportunity to investigate and verify Dr. Smith's credentials, and agrees that Dr. Smith is qualified to perform the services in this contract.

Retainer

At the time of the execution of this agreement, the client-attorney shall tender to Dr. Smith a non-refundable retainer in the amount of \$ _____ (\$____/hour x ____ hours). This fee will cover

initial case review and consultation, to be paid in advance. The retainer is required prior to any work being initiated. The client-attorney shall not identify Dr. Smith as either a testifying or non-testifying expert until such time as the retainer has been paid.

Billings for services performed or expenses incurred shall be charged against the retainer until it is depleted. Should initial case review require additional time beyond ___ hours, each additional hour beyond the initial ___ hours will be billed at the rate of \$___ per hour, and is due immediately.

Fees

Services after the initial case review and consultation will consist of, but may not be limited to, client and collateral interview, examination, record review, telephone calls, letters, reports, travel time, testimony preparation, and testimony. Time is prorated to the next highest quarter hour.

After payment of the retainer, further work will require another advance of \$___ due immediately. Each time the advance is depleted, a subsequent advance of \$___ is due immediately, against which each additional hour will be billed. Unlike the initial retainer, the unused portion of any of these subsequent advances will be returned should Dr. Smith's services no longer be needed. Estimates of time anticipated to be spent on a case will be gladly provided on request.

The fees for services provided by Dr. Smith and staff are as follows:

Consultant Fees. Except as outlined herein, the client-attorney shall compensate Dr. Smith at the rate of \$___ per hour for all tasks performed under this agreement. Courtroom testimony time, travel time and courtroom waiting time will be charged as a full day at \$___ x 8 hours (\$___), or half-day at \$___ x 4 hours (\$___).

Psychometrist Fees. Psychometrist fees are \$___ per hour.

Cancelled and Missed Appointments

Appointment times are reserved in advance, and 48 hours notice is required for cancellations and rescheduling. Appointments missed or cancelled without 48 hour notice will be billed for a 4-hour flat fee for consultant time (\$___). To cancel appointments within business hours, call 555-555-5555. To cancel appointments outside of business hours, call 555-555-5556.

Cancellation of courtroom testimony at less than 48 hours notice will result in a minimum billing of 2 hours. Cancellation of courtroom testimony with less than 24 hours notice will result in a minimum billing of 4 hours. Same-day cancellation will result in full-day fee.

Terms of Engagement

The client-attorney is responsible for payments to Dr. Smith as outlined in this contract, regardless of any arrangement the client-attorney has with any party or parties he or she represents. Dr. Smith will issue bills on a monthly basis, or whatever other interval is deemed appropriate. Bills are due on receipt, and shall be considered delinquent if unpaid more than 30 days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum

rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill remains unpaid for 60 or more days after the date of issuance, Dr. Smith shall have the unrestricted right to resign from performing additional services for the client-attorney on any and all cases that Dr. Smith is working on for the client-attorney's firm.

Signatures

Signature below indicates agreement to the terms outlined above.

The client-attorney should sign both copies of this document and return one copy to Dr. Smith.

Client-Attorney Name (please print):

Consultant: Dr. Smith

Client-Attorney Signature:

Consultant Signature:

Date:

Date: