



Neuropsychological Associates

Forensics, Neuropsychology,
Psychology of Women

Michael A. Fraga Psy.D, MSCP

Clinical /Forensic Psychology
Psychopharmacology
Neuropsychology

XXXX, XXXXXXXX XX, 2010

TO: **Attorney / Patient**

FROM: Michael A. Fraga, Psy.D., MSCP

Re: Consultant Services / Retainer Agreement

Consultant Retainer Agreement

This agreement is entered into on _____, between _____, hereafter referred to as the Client, and Michael A. Fraga, Psy.D., MSCP, hereafter referred to as the Consultant. The Client hereby employs the Consultant, as an Independent Contractor to provide Forensic/Clinical Consultation to the Client with regard to the XXXXXXXXXXXX case. The Consultant will review all materials provided by the Client to include confidential legal materials, psychological testing, police reports, etc., etc., as available and necessary to formulate a professional opinion regarding the concerns raised by the client, pertinent to the _____ matter.

The Client agrees to pay the Consultant and the Consultant agrees to accept as compensation the following:

Costs:

- a) *The client understands that it is not the responsibility of the Consultant to finance the client's Forensic Consultation. _____ (initial)*
- b) *Costs are out of pocket expenses deemed desirable by the Consultant while working on the Client's behalf. Costs include but are not limited to transportation, food and lodging, travel, telephone, postage, copies, collateral consultation, research, investigations and other relevant costs. _____ (initial)*
- c) *A two and one half percent (2.5%) administrative charge is added to all bills to cover the cost of photocopying, long distance phone calls, postage and other small miscellaneous expenses as to which individual itemization is impractical. _____ (initial)*

Fee Schedule:

The Client agrees to pay the Consultant and the Consultant agrees to accept as compensation the following:

- d) **Refundable Retainer Fee:** *A non refundable retainer fee shall be the Client's consideration for the Consultant's agreement to provide Forensic/Clinical Consultation Services. _____ (initial)*

1260 North Dutton Ave, Suite 225
Santa Rosa, CA 95401
(707)526-5424

The minimum non-refundable retainer fee is Two Thousand Five Hundred Dollars (\$2500.00) is payable with the return by client of this agreement. ____ (initial). **Please be advised that testing will commence only upon receipt of ½ of the retainer, and the final report shall not be released until final payment has been received.**

- e) **Hourly Rate:** After the consultant has expended (7) seven hours on the case, the Consultant will commence charging the client the hourly rate for all services tendered. It is our policy not to charge the Client at the basic hourly rate until the Client's generated fee, at the enumerated rates, exceeds the minimum non-refundable retainer fee. The Consultant reserves the right to change the basic hourly rates upon thirty (30) days notice. ____ (initial)
- f) The Client shall be charged Three Hundred and Fifty Dollars (\$350.00) per hour. This applies to time spent in evaluation, psychotherapy, reviewing documents, research, attorney consultation, trial preparation, family interviews, collateral contacts, travel time, phone calls, as well as preparing written reports, evaluations, and other matters related to the Client's needs. The Client will be charged Four Hundred Dollars (\$400.00) per hour for depositions and testimony in court. ____ (initial)
- g) **SPECIAL NOTICE:** If a client fails to appear for his/her pre scheduled assessment appointment, a fee of \$150.00 will be charged in addition to the aforementioned retainer ____ (initial).

Payment Schedule:

Fees and costs are due and payable upon presentation of the monthly statement. If such fees and costs are not paid within fifteen (15) days from the date of billing, and the Client's generated fee exceeds the minimum non-refundable retainer fee, the Consultant will require the Client to deposit and maintain an additional retainer of One-Thousand Dollars (\$1000.00), which the Client authorizes the Consultant to apply to the outstanding balance of the Client's account. If such delinquent amount, due and payable exceeds One Thousand Dollars (\$1000.00), the Consultant will require the Client to pay the delinquent amount as well as the additional retainer. An annual finance charge of 19.8% is automatically computed on any outstanding balances over thirty (30) days. Except for the nonrefundable retainer, any balance remaining in said account after the Consultant's services have been completed and paid shall be returned to the client. ____ (initial)

- h) **Notice of Intent:** Any amounts delinquent beyond the thirty (30) days of the date of billing shall be cause for giving notice of intent to withdraw from providing Consultation to the Client. If the Client has not brought the delinquent fees current within ten (10) days of notice of intent, the Consultant may, at the Consultant's discretion, withdraw from providing Consultation to the Client. ____ (initial)
- i) **Litigation:** Should any litigation concerning any aspect of this agreement be commenced between the Client and the Consultant, the prevailing party in such litigation shall be entitled to reasonable attorney's fees in addition to any other related relief as may be granted. ____ (Initial)
- j) The payment schedule clause does not restrict, limit or modify any other clause within this Agreement. ____ (initial)

Withdrawal of Consultant:

- k) The Consultant may withdraw from providing Consultation to the Client. The Consultant shall be paid for all fees and costs incurred as of the effective withdrawal date. ____ (initial)

Fee Dispute:

- l) If fees charged are not clear, the Client may inquire at any time, at no charge for clarification. If a fee charged has been improperly charged in a particular instance, the Consultant, upon notice, will correct the error. ____ (initial)

m) *The Consultant's contract will terminate upon delivery of the Clinical Review in the XXXXXXXX case unless agreed to otherwise in writing prior to submission of the afore mentioned product.*

Professional Integrity:

If the client has cause to believe that the Consultant has acted in an unethical and/or unprofessional manner, they are encouraged to discuss this matter directly with the Consultant. If upon said discussion the client does not feel that the Consultant has been responsive to their concerns they have several formal options for by which they can bring a complaint against the Consultant. The client can write directly to the California Board of Psychology, 2005 Evergreen Street, Suite 1400, Sacramento, CA 95815-3831, or to the Ethics Committee of the American Psychological Association, 750-1st Street NE, Washington DC 20002-4242

Governing Law:

The laws of the State of California shall govern the construction and interpretation of this Agreement. _____ (initial)

IN WITNESS whereof the Consultant and the Client have executed the Agreement at Santa Rosa, California via facsimile on _____.

Michael A. Fraga, Psy.D., MSCP

Client: _____, esq.

Address

City, State, & Zip

Telephone

Cc: