

SANJAY ADHIA, MD

Clinical & Forensic Psychiatrist

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TEXAS STATE LICENSED PSYCHIATRIST
BOARD CERTIFIED IN FORENSIC PSYCHIATRY

EXPERT WITNESS / CONSULTANT ENGAGEMENT AGREEMENT

Retaining Attorney: _____

Examinee: _____

Law Firm/ Entity: _____

Examinee's Address: _____

Phone No: _____

Phone No: _____

Thank you for referring your case to me for a forensic psychiatric evaluation. I am pleased to provide professional services regarding this case upon receipt of an executed copy of this Expert Witness Engagement Agreement in addition to the agreed upon retainer fee of \$1,500.

The retaining party in this agreement specifically is the attorney, law firm, government agency or private corporation who is retaining the forensic psychiatric expert services of Sanjay Adhia, MD. The retaining party is specifically neither the Plaintiff nor the Defendant (nor the defendant's insurer) in the underlying civil lawsuit, nor the defendant in a criminal matter.

My current billing rate is \$375 per hour for all work with the exception of providing testimony or deposition. I currently charge \$525 an hour for testifying and providing deposition.

In the event there are travel expenses, these must be paid by the retaining attorney. For local travel within the Houston metropolitan area, I will bill \$375 an hour for the first hour and then \$175 an hour for additional travel. For non-local travel, I will provide a good-faith estimate for my time and expenses.

I bill my rate in quarter-hour increments for all time devoted to the case, including phone calls, consultations, research and preparing reports, as needed. I will refund any unused portion from the retainer fee once it is clear that my services will no longer be required. However, my minimum charge for agreeing to be retained as an expert or consultant in this case is 4 hours of my time, or \$1,500.

In the event that work in the case exceeds the initial retainer fee, no report will be released nor testimony scheduled (in court or by deposition) until the entire balance is paid. Testimony in court or by deposition is billed in half-day (4-hour) blocks. Payment for my time involved in such testimony must be pre-paid.

I will charge the half rate for any depositions or testimonies not cancelled at least ten business days before the scheduled time. I will charge the full rate for any depositions or testimonies not cancelled at least three business days before the scheduled time.

I will charge the entire rate for any other scheduled appointment not cancelled at least three business days before the agreed upon time.

Periodically, an invoice will be prepared by me and sent to the undersigned client describing all services rendered and expenses incurred. Payment of this invoice will be due upon receipt. Prompt payment is the sole responsibility of the retaining attorney and/or law firm/entity, irrespective of case outcome. Overdue accounts shall accrue interest at a rate of 2% per month, prorated and compounding. Failure to

pay in a timely manner may void this Engagement Agreement, terminating all consultation and accelerating the demand for immediate payment of any remaining unpaid balance owed by the client.

I strongly recommend that the retaining attorney forward for my review all relevant medical records, mental health records, investigation reports, witness statements, depositions and other case information prior to my evaluation of the subject to be evaluated. I recommend these materials be sent as far in advance of my scheduled examination of the subject as possible. Once it is decided that I will no longer be involved in the case, upon request I may return all documents and notes to the retaining attorney. There may be a charge for large volumes of materials returned to cover excessive postage.

The forensic work herein contemplated is specifically NOT the practice of medicine; no treatment will be provided and no doctor-patient relationship shall be created or exist between me, and the individual who is the examinee of any forensic psychiatric assessment conducted under the provisions of this agreement.

If evaluations or testimony is required outside of Texas, it is the retaining attorney's responsibility to make all necessary legal arrangements with the local state medical licensing and to confirm that I have legal permission to examine, diagnose and assess the plaintiff (or criminal defendant) and to testify as a medical expert at deposition and in a court of law within the jurisdiction where the civil or criminal matter is being adjudicated.

Please be advised that I will render an opinion based upon evidence, science, logic and clinical judgment. Thus, after evaluation of all the facts, it may be that the opinion offered is unfavorable to one or more claims or defenses that you and your client espouse.

The undersigned attorney and/or law firm agrees to pay any and all necessary attorney's fees and court costs in the event that it is necessary to institute legal proceedings to collect any sums owing pursuant to this agreement. Proper venue for resolution of any and all disputes shall be Fort Bend or Harris County.

By signing below, the retaining attorney indicates acceptance of this service agreement and the contractual provisions contained herein. Please return this form along with the agreed upon retainer fee noted above. In return, I will countersign and send a completed copy of the contract back to the retaining attorney. You may request a mailed copy. If this signed service contract and retainer are not received within seven business days of our initial communication about the case, then my name shall not be listed by the retaining attorney or retaining firm as a witness and I will be free to be retained by other parties, including opposing counsel.

Upon being retained by an attorney, company or firm I am retained for that specific case only and may be retained by any other attorney, including opposing counsel for other cases so long as there is not a direct conflict-of-interest. I am available for retainer on an ongoing basis for a negotiated fee, which must be specified in writing. This method of retainer may be useful for corporations or firms dealing with mental health related legal issues on a regular basis.

Contract accepted by:

Date: _____

Date: _____