**LITIGATION CONSULTING AGREEMENT**

This Agreement is made effective as of \_\_/\_\_/\_\_\_\_ by and between (name of firm) of (address of firm) and **Lance M. Henson, MA, LPC, CFMHE, CCCE** of **Henson Psychotherapy, LLC** at **108 Olympia Drive, Ste 104B, Warner Robins, GA 31088.**

In this Agreement, the party who is contracting to receive services shall be referred to as “Client” and the party who will be providing the services shall be referred to as “Consultant”. Consultant has a background in forensic behavioral health evaluation and related behavioral health services and is willing to provide services to Client based on this background. Client desires to have services provided by Consultant. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**

Beginning on \_\_/\_\_/\_\_\_\_ the Consultant will provide the following generally described services (collectively, the “Services”): review of legal, medical, psychological files, answering specific behavioral health questions asked by Client, meeting individually with ancillary contacts to provide behavioral health advice on cases, participating in case conferences, and providing behavioral health training to staff. This may include but not limited to research, analysis, testing, inspection, review of materials, patient/client interviews, report preparation, expert testimony in depositions and trail proceedings if necessary, reading and correction of deposition transcript, and review and signing of affidavits and similar documents.

1. **PERFORMANCE OF SERVICES**

The manner in which the Services are to be performed, and the specific hours to be worked by Consultant shall be determined by Consultant. Client will relay on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant’s obligations under this Agreement.

1. **FEE SCHEDULE AND PAYMENT TERMS**

Please see *Appendix A* of this Agreement entitled *Fee Schedule and Payment Terms.*

1. **NEW PROJECT APPROVAL**

Consultant and Client recognize that Consultant’s Services will include working on various projects for Client. Consultant shall obtain approval of Client prior to the commencement of a new project.

1. **TERMINATION**

Either party through written notice to the other party may terminate this Agreement at any time. However, the terms of the Agreement shall remain in effect until all obligations outlined in this Agreement are fulfilled (e.g., documents, equipment or other materials referenced in Paragraph 12 are returned to Client; all outstanding invoices are paid in full to Consultant, etc.).

1. **RELATIONSHIP OF PARTIES**

It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of Consultant.

1. **DISCLOSURE**
2. Consultant is required to disclose any outside activities or interests, including ownership or participation in the development of prior relationships, that conflict or may conflict the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Consultant may be involved with on behalf of Client.
3. **INDEMNIFICATION**

Client agrees to indemnify and hold Consultant harmless from all claims, losses, expenses, and fees including attorney fees, costs, and judgements that may be asserted against Consultant that result from the acts of omissions by Client, Client’s employees, if any, and Client’s agents.

1. **ASSIGNMENT**

Consultant’s obligations under this Agreement may not be assigned or transferred to another person, firm, or corporation without prior written consent of Client.

1. **CONFIDENTIALITY**

Client recognizes that Consultant has and will have the following types of information, but not limited to, including: products, future plans, business affairs, process information, trade secrets, technical information, customer lists, product design information, and other proprietary information (collectively “Information”) which are valuable, special, and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant’s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

1. **RETURN OF RECORS**

Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Consultant’s possession or under Consultant’s control and that are Client’s property or related to Client’s business.

1. **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows below. Either party may change such addresses from time to time by providing written notice to the other in the manner set forth below.

**If for Client:**

(Address)

**If for Consultant:**

 Lance M. Henson, MA, LPC, CFMHE, CCCE

 Henson Psychotherapy, LLC

 108 Olympia Drive, Ste. 104B

 Warner Robins, GA 31088

1. **ENTIRE AGREEMENT**

This Agreement, including *Appendix A (Fee Schedule and Payment Terms)*, contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreement between the parties.

1. **AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed and dated by both parties.

1. **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1. **WAIVER OF CONTRACUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **APPLICABLE LAW**

Laws of the State of Georgia shall govern this Agreement.

1. **VENUE**

The venue for the below signed Agreement is Houston County, Georgia.

**Partying Receiving Services:**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Party Providing Services:**

**Lance M. Henson, MA, LPC, CFMHE, CCCE**

**Henson Psychotherapy, LLC**

**108 Olympia Drive, Ste. 104B**

**Warner Robins, GA 31088**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**APPENDIX A**

**FEE SCHEDULE AND PAYMENT TERMS**

**CONSULTING**

Consulting time, including but not limited to, research, analysis, testing, inspection, review of materials, interviews, consultations, telephone conferences, report preparation, reading and correction of deposition transcript, review and signing of affidavits and similar documents will be paid at a rate of **$250.00** per hour in (5) five-minute increments plus expenses. Any time related to the case or project which is beyond the scope of an initial fee consultation will be considered billable time. Reasonable estimates of time to be spent working on any aspect of the case may be provided upon request.

**DEPOSITIONS AND COURTROOM TESTIMONY/APPEARANCES**

Consulting at depositions, court appearances, or other legal testimony will be billed as follows (1) Deposition or other legal testimony taken in my geographic area (**50 miles radius of office)** will be billed at **$500.00** per hour at a minimum of four-hour increments; (2) Deposition, court appearances, or other legal testimony taken outside of my geographic area will be billed at a *per diem* rate of **$3,000.00** per day plus expenses. For cancellation purposes, irrespective of geographic location, the billing rate shall be **$500.00** per hour (See “Terms” section below). Billing is made for time being deposed, courtroom testimony, and waiting time. It is acknowledged that the Consultant will not be deposed or provide expert testimony if any invoices and/or retainer fees have not been paid prior to said depositions, court appearances, or other legal testimony.

**EXPENSES**

Consultant shall be entitled to reimbursement from Client for all out-of-pocket expenses including but not limited to lodging, meals, car rental, air fare, photography, audio/visual aids, materials, electronic research fees, laboratory fees, couriers, and specialized commercial services. A flat-rate administrative fee shall be applied per billing period for telephone including wireless and fax, and photocopying. Air travel shall be coach class, or the most cost-effective seating available; the Client will arrange and pay for this transportation at travel times convenient to Consultant. Automobile mileage will be billed at the current IRS allowance. Estimates of expenses may be provided upon request.

**TERMS**

* A minimum retainer in the amount of **$2,000.00** will be required prior to the beginning work on new case assignments for un-established accounts, and will be held and applied to the last invoice. This retainer applies to work conducted in the geographic area of my office. See next paragraph for off-site/travel consulting.
* Prepayment of a retainer will be required for deposition, courtroom, or other legal testimony/appearance, based upon the estimated amount of time required to perform the function and the geography-specific rates quoted above, at least (7) seven working days prior to the scheduled event. Time spent on such testimony/appearance shall be billed against this retainer. Since such appearances may require travel to client’s state, all off-site consulting (meaning out of my home office geographic area) or court/deposition appearances will be included in the *per diem* rate.
* All invoices are due when rendered. Any credit balance remaining on the account from the retainer(s) after a case is completed will be refunded to the Client. Invoices 15 days past due will be charged interest at the rate of **1.5%** per month (annual rate of **18%**), and will be assessed a **$200.00** late fee.
* Special tasks or areas of investigation might be recommended after initial evaluation of the assignment. Costs for and potential gains from such tasks will be discussed with Client and will require approval before they are undertaken.
* Rates are subject to change. However, rates quoted at the time assignment is accepted will remain in effect for one year or until completion of assignment, whichever is earlier.
* All checks should be made payable to **Lance M. Henson.**