

Back-2-Wellness PA
415 Pease Hollow
San Antonio, TX 78258
833-Back2Wellness (833-222-5293)
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SERVICES RETAINER AGREEMENT – CONSULTANT WITNESS MEDICAL COST PROJECTION

The law firm of _____ (attorney name/firm name) hereby requests Medical Cost Projection services from Back-2-Wellness PA. Back-2-Wellness only contracts licensed life care planners to perform the medical cost projection. I understand the Medical Cost Projection does not take the place of a Life Care Plan or Medicare Set-Aside Allocation. I further understand the extent of the Medical Cost Projection is limited and outlined in the Medical Cost Projection report. The law firm assumes responsibility for payment on all services rendered on _____ (client name). It is understood Back-2-Wellness will become retained once this Services Retainer Agreement has been mutually executed and I have paid the initial nonrefundable retainer.

I agree to forward a nonrefundable retainer fee in the amount of \$1,250 along with the medical records/relevant documents, and the optional recommendation forms that the attorney/firm had filled out by the client's treating providers, prior to Back-2-Wellness beginning the Medical Cost Projection. I agree to make the remainder of payment to Back-2-Wellness PA for services. The remainder amount is a guaranteed additional \$1,250, to bring the total paid to Back-2-Wellness to \$2,500. I understand that this \$2,500 usually covers a standard, single injury, non-complicated case. This \$2,500 covers up to the first five hours of work on the medical cost projection. If additional hours are required, Back-2-Wellness will contact the ordering attorney with an estimate of the additional hours required to complete the report. All additional hours after the initial five hours will be billed at a rate of \$400 per hour. Full and final payment is due within 30 days of the close of the case from the ordering attorney/firm. The close of the case includes the case settling, being transferred to a different attorney/firm, or the attorney/firm dropping representation of the case. The ordering attorney/firm agrees to notify Back-2-Wellness, in writing, of the exact date that the closing of the case occurred. The full amount is owed regardless of the attorney/firm winning or losing the case. I agree to make any and all payments to Back-2-Wellness PA and send the payment to 415 Pease Hollow, San Antonio, TX 78258. I understand that deposition or trial testimony is an additional fee. I also understand that a medical cost projection testimony will only be agreed upon as a consultant. Back-2-Wellness does not testify to medical cost projections as an expert witness. Testimony fees will be agreed upon before the testimony and are set according to location of the testimony and the length of the testimony. I agree to pay the testimony fee, in full, within 14 days of the testimony. If the testimony date or location is changed or canceled within 48 hours of the scheduled testimony, then the attorney/firm will still owe and agree to pay a \$500 cancellation/change fee along with reimbursing any, non-refundable, reserved flight, hotel, or rentals that were made for the testimony trip. I further understand that I will be responsible for the full amount of the testimony, even if there are reduced deposition fees by court order.

I understand that the Medical Cost Projection should be reviewed and possibly updated with changes to _____ (client name)'s medical condition. A revision of the Medical Cost Projection will only be conducted upon my request and/or prior to court appearance, and I will be billed upon completion of the revision at the current billable rate.

I agree to provide prompt notice of any Daubert motion, Frye motion, motion in limine, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Back-2-Wellness's testimony or participation in the underlying legal matter. I agree to obtain Back-2-Wellness's advance approval (for accuracy) of the relevant portions of answers to interrogatories, motions, expert designations or other documents which



summarize Back-2-Wellness's qualifications, methodology, opinion(s), and/or anticipated testimony. I also agree to be available as reasonably requested to meet with Back-2-wellness prior to anticipated testimony and will promptly notify Back-2-Wellness of when and where to appear to testify. I will also promptly notify Back-2-Wellness of the settlement or final adjudication of the underlying legal matter.

I understand that Back-2-Wellness will not retain any medical records/documents relevant to this case for more than 30 days following the termination of this agreement or settlement of this case unless instructed to do so.

Back-2-Wellness's duties within this Services Retainer Agreement are to truthfully represent their credentials, formulate with honesty and truthfully express their opinion in those area(s) where they feel qualified to render a requested opinion, retain and preserve all evidence provided during this underlying legal matter, and be available on reasonable notice to testify.

Any controversy, claim or dispute arising out of or relating to this Services Retainer Agreement, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in which Back-2-Wellness is domiciled (Texas). The law of Texas will be the governing law. The arbitration will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, I shall be responsible for payment of attorney's fees and expenses associated with Back-2-Wellness's efforts to collect monies owed under the terms of this Services Retainer Agreement.

Nothing in this Agreement is intended nor will be construed to create a partnership relationship in an employer-employee relationship, a principal agent relationship or a joint venture relationship between parties or to allow the law firm of _____ (attorney name/firm name) to have or to exercise control, direction, or supervision over the professional judgment, manner, means or methods by which Back-2-Wellness performs the services which are the subject matter of this Agreement. This Agreement contains the entire understanding between the two parties and supersedes any and all other written or oral communication. I understand failure to honor this agreement will result in the immediate termination of services. Notice of termination will be in writing and I will be liable for all accrued but unpaid fees, expenses, and interest.

Back-2-Wellness President

Signature from Attorney

Date

Date