

## PHYSICIAN-CLIENT/ATTORNEY FEE AGREEMENT

Francisco A. Naveira, MD ("Consultant-Physician") and \_\_\_\_\_ ("Client/Attorney") hereby agree that Consultant-Physician will provide services to Client/Attorney on the terms set forth below. (Effective date shown below.)

**1.0. CONDITIONS.** This Agreement will not take effect, and Consultant-Physician will have no obligation to provide professional services, until Client/Attorney returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 6.

**2.0. SCOPE OF SERVICES.** Client/Attorney hires Consultant-Physician to provide services in the following matter: **(Please initial only next to requested service(s).)**

\_\_\_\_\_ (Client Initial Here) Answering letters, forms, questionnaires, and/or narrative reports.

\_\_\_\_\_ (Client Initial Here) Preparation and/or Deposition.

\_\_\_\_\_ (Client Initial Here) Court appearance providing expert witness services, opinions, and/or testimony.

\_\_\_\_\_ (Client Initial Here) Telephone conversations and/or consultation.

\_\_\_\_\_ (Client Initial Here) Providing medical case review and/or interpretation of medical records and/or studies.

\_\_\_\_\_ (Client Initial Here) Oral and written opinion.

\_\_\_\_\_ (Client Initial Here) Oral only.

\_\_\_\_\_ (Client Initial Here) Written only.

Consultant-Physician will provide those services reasonably required by Client/Attorney. Consultant-Physician will take reasonable steps to keep Client/Attorney informed of progress and to respond to Client/Attorney's inquiries. Services in any matter not described above will require a separate written agreement.

**3.0. CLIENT/ATTORNEY'S DUTIES.** Client/Attorney agrees to abide by this Agreement, to pay Consultant-Physician's bills on time, and to keep Consultant-Physician advised of Client/Attorney's address, telephone number and whereabouts. Client/Attorney will assist Consultant-Physician in providing necessary information and documents and will appear when necessary at professional proceedings.

**4.0. PROFESSIONAL FEES AND BILLING PRACTICES.** Client/Attorney agrees to pay by the hour at Consultant-Physician's prevailing rates for all time spent on Client/Attorney's matter by Consultant-Physician. (See current rates on sections 4.1 - 4.7)

**4.1. LETTERS, FORMS, AND QUESTIONNAIRES:** A check for the full amount, payable to "Francisco A. Naveira, MD", must accompany this written request for the service, along with the Form or Questionnaire (If applicable).

- Forms and questionnaires - **\$50.00 per page**
- Letters or Narrative reports - **\$100.00 per page**
- "NC Pain Management Services Pa" is **not** the owner or custodian of any medical records.
- All requests for medical records or copies should be addressed to "Alamance Regional Medical Center, Medical Records Department". For details, please contact the "Patient Accounting Office" at **(336) 538-8400**.

- **Do not** send any requests for medical records or copies to NC Pain Management Services PA, or Francisco A. Naveira, MD, as this will invariably result in delays.

#### 4.2. DEPOSITION:

- \$600.00 per hour
- \$1,200.00 minimum (Base Fee)
- Base fee (Retainer) is due before service is rendered, is non-refundable and required before confirming the scheduling of the deposition.
- Additional charges will be billed in fifteen (15) minute increments after the initial two (2) hours, at the rate of **\$600.00 per hour (or \$150.00 per fifteen minute, or fraction thereof)**
- Conference room facilities are usually available close to the pain clinic, free of charge.

#### 4.3. PRE-DEPOSITION AND/OR PRE-COURT CONFERENCE:

- **\$600.00 per hour**
- **\$150.00 minimum (Base Fee)**
- When an attorney has requested an in-person conference prior to the physician's deposition or court appearance, the Client/Attorney and/or requesting attorney will be billed in increments of fifteen (15) minutes at the rate of **\$600.00 per hour (or \$150.00 per fifteen minutes, or fraction thereof)**.

#### 4.4. COURT APPEARANCE FEE SCHEDULE:

- **\$1,000.00 per hour, plus expenses**, when called as the treating physician.
- **\$5,000.00 per half day, plus expenses**, when called as expert witness.
- **\$7,500.00 per full day, plus expenses**, when called as expert witness.
- **Expenses may include, but are not limited to:**
  - Preparation time prior to the scheduled court appearance. (Fee is calculated based on "PREPARATION AND/OR DEPOSITION" section.)
  - travel (which may include charter airplane and pilot expense, mileage, etc.)
  - accommodations
  - meals
  - parking
  - any other fees, charges, and/or costs arising out of the **physician's** court appearance.
- **Retainer fee: \$2,500.00, plus expenses.**
- Base fee (Retainer fee), is the minimum payment required before services are rendered.
- Base fee (Retainer fee) is due **before** services are rendered.
- Retainer fee is **non-refundable** and required before confirming the scheduling of court appearance.
- Fees shall be billed to the attorney requesting the **physician's** appearance at court.
- Additional court time and expenses will be billed promptly after the court appearance.

#### CANCELLATION PRIOR TO COURT APPEARANCE:

- The **physician** requires pre-payment for court appearances, based on the half day or full day daily rates as quoted above, minus the "Retainer Fee".
- The **physician**, at his sole discretion and with prior arrangements with the attorney, may utilize a **fee schedule** differing from the schedule quoted above.
- If a court appearance is cancelled due to the case settling prior to the **physician's** scheduled court appearance, return of the pre-paid fee will be made as follows:

- Two (2) weeks prior to the appearance, 100% of the pre-payment is returned, minus the "Retainer Fee".
- One (1) week prior to the appearance, 50% of the pre-payment is returned, minus the "Retainer Fee".
- There will not be a refund for cancellations less than one (1) week prior to the court appearance.
- **Retainer fee: \$2,500.00, plus expenses.**
- Retainer fee is **non-refundable** and required before confirming the scheduling of court appearance.
- Cancellation must be in writing. May be faxed to **(336) 538-7739**.

#### 4.5. PHYSICIAN REIMBURSEMENT FOR TELEPHONE CONSULTATION:

- **\$200.00 per hour** billed in increments of (15) minutes, or fraction thereof (or \$50.00 per fifteen minutes, after the initial (1) one hour.
- **\$100.00 minimum (Base Fee).**
- Base fee (Retainer) is due before service is rendered, and is non-refundable.

#### 4.6. E-MAIL CONSULTATIONS AND QUESTIONS:

- Due to security concerns, this service is not offered.

#### 4.7. REVIEW OF MEDICAL RECORDS:

- **\$200.00 per hour**
- **Retainer fee: \$600.00**
- Base fee (Retainer) is due **before** service is rendered.
- Retainer fee is **non-refundable**.
- Written reports and/or opinions are provided only when requested in writing.
- The report is sent to the attorney upon receipt of any balance due.
- For proper review, all available medical records, x-rays, patient/family statements, and depositions are required.
- No full text articles will be included with Medline Search. Full text articles may be obtained from other sources at an additional cost.
- **Send payment and Medical Records to:**

**NC Pain Management Services, PA  
Attention: Francisco A. Naveira, MD  
1236 Huffman Mill Road, Suite 2100  
Burlington, NC 27215**

- Client/Attorney is responsible for insuring sent material.
- Client/Attorney is responsible for sending material via certified mail with return receipt requested.
- Base fee (Retainer) is due before service is rendered. Check must accompany sent material.

#### 5.0. HOW TO PROCEED:

- For those interested in hiring our medico-legal consulting services, please contact "Francisco A. Naveira, MD", at his office telephone number (336) 538-7180.

- Send payment to: "Francisco A. Naveira, MD. 1236 Huffman Mill Road, Suite 2100, Burlington, NC 27215."
- Send Medical Records to: "Francisco A. Naveira, MD, Alamance Regional Medical Center, 1236 Huffman Mill Road, Suite 2100, Burlington, NC 27215" To the attention of: Francisco A. Naveira, MD.
- A signed copy of this agreement, with a check for the appropriate Base fee(s) (Retainer) should accompany the material to be evaluated.

**6.0. BASE FEES/RETAINER FEES.** The rates on this schedule are subject to change on 30 days' written notice to Client/Attorney. If Client/Attorney declines to pay increased rates, Consultant-Physician will have the right to withdraw as Consultant-Physician for Client/Attorney. The time charged will include the time Consultant-Physician spends on telephone calls relating to Client/Attorney's matter, including calls with Client/Attorney, witnesses, opposing counsel or court personnel. Consultant-Physician will charge for waiting time in court and elsewhere, not to exceed \$5,000.00/day, and for travel time, both local and out of county. Time is charged in minimum units of one-fourth (.25) of an hour. (15 minute intervals) The following have minimum charges (Base Fees):

- Telephone calls: **\$100.00**
- Pre-deposition/Pre-court in-person conference: **\$150.00**
- Deposition/Preparation: **\$1,200.00**
- Review of medical records: **\$600.00**
- Court appearance: **\$2,500.00**
- **All Base Fees/Retainer Fees are NON-REFUNDABLE.**

#### **7.0. COSTS AND OTHER CHARGES.**

**(a)** Consultant-Physician will incur various costs and expenses in performing professional services under this Agreement. Client/Attorney agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, long distance telephone charges, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, research expenses, and other similar items. Except for the items listed below, all costs and expenses will be charged at Consultant-Physician's cost.

- In-office photocopying: 25¢/page
- Facsimile charges: 25¢/page
- Mileage: 40¢/mile

**(b) Out of town travel.** Client/Attorney agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-county (Guilford) travel by Consultant-Physician. Client/Attorney will also be charged the hourly rates for the time spent traveling out of county, at a rate of **\$100.00/hour**.

**8.0. BILLING STATEMENTS.** Consultant-Physician will send Client/Attorney periodic statements for fees and costs incurred. Each statement will be **payable within 30 days of its mailing date**. Client/Attorney may request a statement at intervals of no less than 30 days. If Client/Attorney so requests, Consultant-Physician will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9.0. DISCHARGE AND WITHDRAWAL.** Client/Attorney may discharge Consultant-Physician at any time. Consultant-Physician may withdraw with Client/Attorney's consent, or without consent for good cause.

Good cause includes Client/Attorney's breach of this Agreement, refusal or any fact or circumstance that would render Consultant-Physician's continuing participation unlawful or unethical. When Consultant-Physician's services conclude, all unpaid charges will immediately become due and payable.

**10.0. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Consultant-Physician's statements to Client/Attorney will be construed as a promise or guarantee the nature of any opinion, or testimony, or about the outcome of the matter. Consultant-Physician makes no such promises or guarantees. Consultant-Physician's comments about the possible outcome of any matter are expressions of professional opinion only. Any estimate of fees given by Consultant-Physician shall not be a guarantee. Actual fees may vary from estimates given.

**11.0. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12.0. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13.0. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

**14.0. EFFECTIVE DATE.** This Agreement will govern all professional services performed by Consultant-Physician on behalf of Client/Attorney commencing with the date Consultant-Physician first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client/Attorney will be obligated to pay Consultant-Physician the reasonable value of any services Consultant-Physician may have performed for Client/Attorney.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE CONSULTANT-PHYSICIAN FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT/ATTORNEY SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT/ATTORNEY SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

**PHYSICIAN-CONSULTANT:**

Name: **Francisco A. Naveira, MD** DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: 1236 Huffman Mill Road, Suite 2100, Burlington, NC 27215

Telephone: (336) 538-7180

**CLIENT-ATTORNEY:**

Print Name: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_