

Kelley A. Baker, PhD LPC

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Forensic Consulting Contract

Consultation Services: Consultation agreements are made between the forensic consultant and the attorney. In cases where only testimony is required, consultation will take place with the attorney only. Kelley A. Baker, PhD will work with the attorney to determine the areas of expertise to include in testimony. If Kelley A. Baker determines that she does not possess the expert knowledge needed, she will help identify other potential expert witnesses.

Consultant: Kelley A. Baker, PhD LPC is referred to as the “consultant” in this agreement.

Client: The client is the retaining attorney, unless otherwise agreed upon in writing or by court order. The client is the financially responsible party.

Fees: All payments should be made to Kelley A. Baker, PhD LPC. Prompt and timely payment is required for all services. Fees for service shall include, but not be limited to, charges for consultations, interviews, appointments and court hearings, reviewing printed documents, audio files, and video files, phone calls, emails, travel time, preparing and providing written reports, affidavits, testimony, research time, and trial preparation. Time is charged in one twelfth hour (5 minute) increments. The exception for this is court and deposition time. These are billed in ½ day and full day increments and include travel time at \$1200 for ½ day and \$2400 for full day.

Retainer: A retainer in the amount of **\$6,000 is required before any work is completed, unless otherwise agreed with the retaining attorney.** Retainer amounts are replenished when the balance in the account falls below \$500. The retainer is a credit balance against which fees shall be charged. If services are never used or required, but the consultant’s availability is still under retainer for the entirety of the case, a fee of \$1000 will be applied against this retainer. This is intended to compensate the professional for work lost in cases where she is retained to “conflict out” any future possible work in the case. The remaining funds will be returned to the party from which it was received.

An hourly rate of \$300 per hour will be charged for all services including travel time to and from the courthouse. Services provided for less than one hour will be prorated. When travel costs include airfare, hotel, and/or rental car, those costs will be reimbursed when the reservations are made and are not deducted from the retainer. Air travel is charged at the regular hourly rate but will not exceed 8 hours per day of air travel. Business class tickets will be purchased when available. Overnight stays will not exceed 8 hours of billing per day. Clients will not incur more than a \$60 per diem fee for meals. The consultant shall return any unused remaining portion of the retainer to the payer promptly when notified by the responsible party in writing that the consultant’s services will no longer be required in the matter.

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Funds to cover court testimony that exceed retainer balances will be requested and are due one week prior to the court date. If reports are required, they will be written at the request of counsel. In addition, to preserve objectivity and separation between my office and your client, it is my preference that the law firm be responsible for payment in consultation cases. However, please let me know if other arrangements need to be made. Along these lines, all contact should be between the law firm and Kelley A. Baker, and not with your client, unless mutually agreed by the attorney and Kelley A. Baker.

The actual final cost of consultation services in any particular case varies tremendously depending on the amount of time spent by the consultant, the amount of contact with the attorneys, the amount of information to be read, the degree of complexity of the matter, the amount of research needed, and the amount of time in court or in preparing written reports.

Services will be terminated or suspended if retainers or fees are not paid when requested. Testimony, reports, file documents, and opinions will not be offered, written, or released until account balances are current and retainers have been paid or replenished.

Copies of the consultant's file will be charged at \$25.00 for the first 40 pages and .25 cents for each additional page in addition to the actual cost for shipping and mailing. Electronic distribution of the file is charged 25.00 for 500 pages or less and 50.00 for more than 500 pages. The consultant will determine whether paper files or electronic files are provided. Travel time is charged at the consultant's hourly rate if files are hand delivered to the client. No copies are provided unless the client's account balance is up to date and retainers have are in place for potential future work or court appearances.

Payment of Retainer and Fees: Kelley A. Baker, PhD accepts payment in the form of credit card, cash, money order, and check.

Appointments and Cancellations: Because scheduled time is held exclusively for one person or task, advance notice of cancellation is required. The client shall keep the consultant advised of any cancellation or postponement in any appointment or court hearing. Late arrivals will be charged at the time of the original appointment. If you are 30 or more minutes late, your appointment will be released. Cancellation fees are outlined below:

- 72 – hour cancellation notice for court hearings that are scheduled for 3 or more days.
- 48- hour notice cancellation notice for ½ day and full day court hearings and depositions
- 24- hour notice for in person, phone, or video conferencing appointments

Termination: Subject to the “Fees” and “Appointments and Cancellations” provisions as stated above, this agreement may be terminated at-will by the consultant at any time. No services, including but not limited to consultations, reports, opinions, or testimony, will be provided after the consultant's services are terminated.

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Agreement: This statement shall be considered an agreement between the consultant Kelley A. Baker, PhD LPC, and the retaining attorney. All agreements and contracts with Kelley A. Baker, PhD LPC are in writing. No oral agreements may supersede this written agreement on this matter. Any modification of this agreement must be in writing and signed by Kelley A. Baker PhD LPC and the attorney, and the attorney's client.

Kelley A. Baker, PhD LPC is being engaged to consult on the following: To provide subject matter testimony. (Please add any additional services expected. For example, review of case file, etc.)

Should Kelley A. Baker choose to waive any requirements under the terms of this agreement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this agreement or any other contract. The consultant, in agreeing to provide this service, is specifically relying on the client's agreement to abide by each of the terms of this agreement. The client agrees that this is a legally binding document.

Let me extend my sincere gratitude for the opportunity to be able to work with you and your firm in connection with this case. I reserve my cell phone for attorneys, their staff, and other professionals. That number is 512-310-5848. Please do not hesitate to contact me by phone or email if you have any questions.

Attorney Printed Name

Attorney Signature

Date

Kelley A. Baker, PhD LPC

Signature

Date

Attorney's Client's Name

Attorney's Client's Signature

Date

*(Attorney's client's name and signature are only necessary when Kelley A. Baker and the attorney have agreed that it is necessary for Kelley A. Baker to have contact with the attorney's client.)