

**Arkansas Specialty Orthopaedics, PA
Regular and Expert Witness Agreement**

This Agreement is entered into as of the dates set forth at the end of this Agreement by and between _____ (Physician Name), and (Attorney Name) _____ (herein after, "Client"). This Agreement has an effective date of _____.

(If Applicable, please complete below sections)

Name or Style of the Case or Project:

Case number: _____

Court Case Filed In: _____

Check Line of Service Requested and Complete Agreed Fee for Services:

Physician Review	_____	Agreed Fee/hour	_____
Regular Witness Testimony	_____	Agreed Fee/hour	_____
Expert Witness Testimony	_____	Agreed Fee/hour	_____
Deposition	_____	Agreed Fee/hour	_____

I. Retention

Physician agrees not to work for any other person or party involved in this case on matters relating to this case during the period of Regular or Expert Witness testimony activities. Should the Physician go without payment in a timely manner following regular or expert witness activities, the Physician is free to accept Agreement from any other party.

II. Services To Be Performed

When regular witness and review activities are requested and bound by this Agreement, the services will be performed with the knowing and Agreement by both the Physician and the Client that the services performed are not as an independent reviewer, but as an Agreement bound by Arkansas Specialty Orthopaedics, PA and the Physician.

Physician

Physician agrees to perform regular or expert witness services as requested and agreed upon by the Client and in connection with such services agrees to document findings, facts and conclusions in a typed letter format, signed and dated. This report will be delivered to the Client within 24 hours of completion on all business days.

Physicians agree to present proof of liability insurance covering witness review and testimony as an attachment to this Agreement. Malpractice Insurance under Arkansas Specialty Orthopaedics, PA does not cover this type of activity.

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Additional services requested following signature of this Agreement will be reimbursed at a service cost determined by the Physician and will be documented as an addendum to the original signed Agreement.

Client

- Client agrees to give Physician the full scope of the case under review as the matter proceeds.
- Client agrees to reimburse the Physician timely (as noted under Section IV).
- Client agrees to abide by this Agreement in full.

III. Confidentiality

The Physician Witness agrees to retain all non-public information obtained from the Client as confidential and agrees not to release or discuss any information unless the Physician has obtained the prior consent of the Client or is otherwise forced, compelled or required to disclose the information by operation of law or applicable government authority.

IV. Compensation

The recommended minimal fees for ASO Physician participation as a Regular Witness is set at a minimal charge below:

Deposition	\$1000/hour
Video Deposition	\$1200/hour
Teleconferences	\$400/hour
Personal Meetings	\$500/hour
Document Reviews	\$400/hour
Preparation for testimony	\$500/hour
Trial Time	\$1200/hour

(Includes travel time and availability for trial)

Travel-related out of pocket expenses Reimbursed as dollar for dollar

(Includes transportation-tickets, mileage at .36/mile, parking, lodging, meals)

Expert Witness

In regards to Expert Witness activities, Physicians set their own charges as should be noted on this Agreement.

Compensation of Fees to ASO Physicians Hired as Regular and Expert Witnesses:

1. Fees for teleconferences, personal meetings, document review(s) and preparation for testimony are payable within 10 business days of receipt and date noted on invoice. The amount will be paid in the form of a cashier's check, check from the law firm or bank wire to be received in the name of Arkansas Specialty Orthopaedics (with the physician name on the bottom of the check for income allocation and federal reporting purposes) no later than one week prior to the date of the trial.
2. For trial preparation, a minimum of 4 hours per day will be paid in advance and upon notice of a trial date and requested presence for a trial. Actual time spent beyond 4 hours per day will be payable within 10 business days of receipt and date noted on invoice. The amount will be paid in the form of a cashier's check, check from the law firm or bank wire to be received in the name of Arkansas Specialty Orthopaedics (with the physician name on the bottom of the check for income allocation and federal reporting purposes) no later than one week prior to the date of the trial.
3. Travel related out of pocket expenses are payable within 10 business days of receipt and date noted on invoice accompanied by the proper original receipts. The amount will be paid in the form of a cashier's check, check from the law firm or bank wire to be received in the name of Arkansas Specialty Orthopaedics (with the physician name on the bottom of the check for income allocation and federal reporting purposes) no later than five business days following the date of the trial.

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With regard to the time intervals below, if the complaint is withdrawn by the plaintiff and if the proceedings are deemed by the court to be settled, and upon timely written notification of such action received prior to the date of the trial. The retainer fee will be adjusted based upon the following scale:

- 2 weeks (at least 10 business days) prior to the trial date – 50% reduction in retainer fees
 - 1 week (at least 5 business days) prior to the trial date – 25% reduction in retainer fees
 - If such notification occurs within 5 or less business days prior to the trial date there will be **NO** reduction in retainer fees.
5. Changes in the requested dates of appearance for trial availability will require the following notification timeframes, or additional fees may be charged. This is intended to minimize the practice schedule changes required. To invoke such a change, a written notification and the applicable additional payment must be received in the form of a cashier's check, check from the law firm or bank wire in the name of Arkansas Specialty Orthopaedics (with the physician name on the bottom of the check for income allocation and federal reporting purposes) no later than one week prior to the date of the trial:
- ≥ 4 weeks (20 business days) prior notice of trial date change – no increase in fees,
 - ≥ 2 weeks (10-19 business days) prior notice of trial date change – increase to a minimum of 6 hours per day retainer fee, payable upon change notification; and
 - Less than 10 business days prior notice of trial date change will result in an increase to a minimum of 8 hours per day retainer fee, payable upon change of notification.

Bank wire payment transfers will require Arkansas Specialty Orthopaedics bank account information. Please defer anyone wishing to send a bank account wire to the Chief Financial Officer of Arkansas Specialty Orthopaedics.

V. Termination

This Agreement may be terminated by Physician or Client upon 15 days written notice for any reason. Upon termination of Physician Witness or review services, Client shall immediately pay all fees and expenses incurred by the Physician subject to receipt of the detailed invoice from the Physician. This Agreement will terminate upon completion of agreed services.

VI. Resolution

The parties agree that any action that is required to be filed to enforce the terms of this Agreement may be filed in Pulaski County, State of Arkansas. This shall not preclude either party from bringing an action in any other county that represents the proper venue for such an action.

In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the Client agrees to pay reasonable attorney's fees and all costs and expenses incurred by the Physician, provided that the Physician is the prevailing party in the said matter either by settlement, litigation or otherwise.

VII. Liability

ASO Physicians will maintain appropriate professional indemnity coverage in respect of full liability of the expert service itself. Arkansas Specialty Orthopaedics P.A. maintains coverage of malpractice insurance that will protect in Regular and Expert Witness review and testimony.

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The parties do hereby execute this Agreement at the places set forth below on the date set forth below.

Physician Name

Date

Attorney Name

Date