

**Emergent Medical Consultants of Tampa**  
**Jason W. Wilson, MD, FAAEM**  
**Independent Medical Examiner Retention Agreement**

1. **Parties.** This contract is made between Jason W. Wilson, MD, FAAEM (“Independent Medical Examiner”) and the \_\_\_\_\_ (“Client”) regarding the underlying matter of \_\_\_\_\_.
2. **Retention.** The parties agree that Independent Medical Examiner will only become retained by Client once this contract has been mutually executed and Client has paid the initial non-refundable retention retainer specified in paragraph 4.b. Independent Medical Examiner has no duties to Client until such time.
3. **Independent Medical Examiner’s Fees and Expenses.** The parties agree that the fee for all time Independent Medical Examiner spends on the case will be compensated at a rate of **\$400/hour**. It is agreed that this specifically includes (but is not limited to) research, conferences, consultations with Client, reviewing documents, organizing documents, analysis, testing, responding to discovery requests, report writing, testifying, investigating, reading and signing deposition transcripts, local portal-to-portal travel, waiting time, preparing exhibits, preparing demonstrative aids, and preparation time for testifying at deposition, trial, hearing, arbitration or other venues. Independent Medical Examiner’s time will be tracked and invoiced to the nearest **0.5** of an hour. In lieu of the above hourly rate, duties that reasonably require overnight travel will be billed at the flat rate of **\$3,000/day** on site. In any and all events, Client will be responsible for all reasonable out of pocket expenses including, but not limited to travel, testing, research, copying, storage of evidence or documents, etc.
4. **Payment Terms.**
  - a. All payments are to be made to:  
**Emergent Medical Consultants of Tampa, Inc.**  
**317 West Hanlon Street**  
**Tampa, Florida 33604**  
Taxpayer ID: **81-0759748**.
  - b. **The non-refundable retention retainer amount is \$1,200.** Independent Medical Examiner will invoice against this retainer. This non-refundable retainer amount is the minimum fee due Independent Medical Examiner and is earned upon receipt.

- c. Independent Medical Examiner agrees to invoice client no less frequently than monthly.
- d. All invoices will be paid within 30 days - or sooner if so specified in this Contract.
- e. Overdue invoices will accrue interest at a rate of 1.5% per month.
- f. Fees for any time Independent Medical Examiner is asked to reserve for testifying (at trial, hearing, deposition, arbitration or other venue) and preparation for said testimony must be paid in advance and in full 5 (five) business days prior to the time reserved for the scheduled testimony. Independent Medical Examiner is under no contractual obligation to reserve the time or appear to testify and provide opinions unless Independent Medical Examiner has received this payment in full at least 5 (five) business days prior to the time reserved for the scheduled testimony.
- g. Client is responsible for collecting any and all deposition fees owed by other lawyers or parties. In the event Independent Medical Examiner's deposition fees are reduced by court order, Client shall still pay Independent Medical Examiner Independent Medical Examiner's full fee specified in paragraph 3.
- h. Independent Medical Examiner will invoice Client upon completion of Independent Medical Examiner's report(s). All fees must be paid in full before a report is released to Client, other parties or anyone else. Independent Medical Examiner is under no duty to release a report until Independent Medical Examiner has been paid in full for all work performed to date.
- i. Independent Medical Examiner will invoice Client before scheduled testimony for any outstanding fees and expenses for work performed to date. All such fees must be paid in full before Independent Medical Examiner testifies. Independent Medical Examiner is under no contractual duty to appear to testify and provide opinions until Independent Medical Examiner has been paid in full for all outstanding services performed and expenses incurred on behalf of Client.

**5. Fees for Late Notice Cancellation or Rescheduling of Testimony.**

- a. Client understands that Independent Medical Examiner will suffer damages from late notice cancellation or rescheduling of Independent Medical Examiner's testimony and that since the precise amount of these damages would be difficult to determine, Independent Medical Examiner shall instead be entitled to the cancellation and rescheduling fees specified in paragraphs 5.c and 5.d.

- b. The fees specified in paragraph 4.f. are 100% refundable to Client in the event Independent Medical Examiner's scheduled testimony is cancelled or rescheduled with notice to Independent Medical Examiner of 2 (two) or more days.
- c. In the event Independent Medical Examiner's scheduled testimony is cancelled or rescheduled with 1 (one) or 2 (two) business days' notice, Independent Medical Examiner may retain a cancellation fee of 20 % the amount from paragraph 4. f. The remaining amount will at Client's option be applied to future testimony or refunded to Client.
- d. In the event of same day cancellation or rescheduling of Independent Medical Examiner's Testimony or if Independent Medical Examiner's testimony is completed in less time than was reserved pursuant to paragraph 4. f., Independent Medical Examiner may retain 100% of the amount specified in paragraph 4.f.
- e. In the event of any cancellation or rescheduling of testimony, Client shall be responsible for all non-refundable out of pocket travel expenses incurred by Independent Medical Examiner such as airline tickets and hotel rooms.

**6. Duties of Client.** The Client's duties specifically include, but are not limited to:

- a. Abiding by the applicable rules of professional conduct for attorneys.
- b. Making all payments as specified in Paragraphs 4 and 5 under the terms as specified in Paragraphs 4 and 5.
- c. Providing Independent Medical Examiner with copies of or access to all non-privileged, arguably relevant documents, evidence and other materials in the underlying legal matter.
- d. Notifying Independent Medical Examiner of all parties and attorneys in the case so that Independent Medical Examiner can check for conflicts of interest.
- e. Where circumstances reasonably allow, providing Independent Medical Examiner with prompt notice of any *Daubert* motions, *Frye* motions, motions in limine, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Independent Medical Examiner's testimony or Independent Medical Examiner's participation in the underlying legal matter.
- f. Obtaining Independent Medical Examiner's advance approval (for accuracy) of the relevant portions of any and all answers to interrogatories, motions, Independent Medical Examiner designations or other documents which summarize Independent

Medical Examiner's qualifications, methodology, opinion(s) and/or anticipated testimony.

- g.** Being available as reasonably requested to meet with Independent Medical Examiner prior to anticipated testimony.
- h.** Promptly notifying Independent Medical Examiner of when and where Independent Medical Examiner may be requested to appear to testify.
- i.** Promptly notifying Independent Medical Examiner of any issues related to paragraph 8.b. to which Client is or becomes aware of.
- j.** Promptly notifying Independent Medical Examiner of the settlement or final adjudication of the underlying legal matter.

**7. Duties of Independent Medical Examiner.** The Independent Medical Examiner's duties are:

- a.** To truthfully represent Independent Medical Examiner's credentials.
- b.** To formulate with honesty and due care and truthfully express Independent Medical Examiner's opinion(s) in those areas (and only those areas) where Independent Medical Examiner feels qualified to render an opinion and where Client has requested an opinion. Client agrees that Independent Medical Examiner's opinion(s) are not preordained, might be contrary to Client's position, and are subject to modification as a result of new or additional information.
- c.** To cease work on the underlying legal matter and promptly inform Client whenever Independent Medical Examiner has accrued unpaid fees and expenses totaling more than \$ \_\_\_\_\_. In this event, Independent Medical Examiner shall not perform further work on the underlying legal matter until approval is given by Client.
- d.** Independent Medical Examiner is under no duty to provide and express opinions if Independent Medical Examiner is given time deadlines or cost-based or other restrictions by Client that would not reasonably allow Independent Medical Examiner to in good faith formulate and express his opinions with reasonable care.
- e.** Subject to paragraph 7.d., to prepare a written report if Client requests one.
- f.** Subject to paragraph 7.d. and to circumstances beyond the Independent Medical Examiner's control, to meet all reasonable deadlines requested by Client.
- g.** To retain and preserve (during this engagement) all evidence provided to Independent Medical Examiner from the underlying legal matter unless Client gives written permission for destructive testing or the like.

- h. To be available on reasonable notice to testify.
  - i. To be available on reasonable notice to consult with Client. Independent Medical Examiner's cellular number is **(813) 843-2110**.
  - j. To work exclusively with Client in the underlying legal matter unless the parties mutually agree in writing otherwise.
  - k. Upon receipt from Client of the list of attorneys and parties specified in paragraph 6.d., to within 30 days check for conflicts of interest with due care and within the same 30 day period to notify Client of any conflicts of interest discovered that preclude Independent Medical Examiner's further involvement in the underlying legal matter.
- 8. Independent Medical Examiner's Right of Withdrawal From Case.** Independent Medical Examiner shall have the absolute right to withdraw, without any liability, from the case if Client violates any of the duties specified in paragraph 6 above or if:
- a. Independent Medical Examiner discovers a conflict of interest which precludes Independent Medical Examiner's further involvement in the underlying legal matter.
  - b. Independent Medical Examiner discovers that because of legal restrictions Independent Medical Examiner's involvement or testimony in the case could reasonably be deemed to be practicing Independent Medical Examiner's profession without a license.
- 9. Withdrawal.** Notice of withdrawal under Paragraph 8 shall be in writing from Independent Medical Examiner to Client. In the event of withdrawal, the parties agree that Client remains fully liable for all accrued but unpaid fees, expenses, and interest.
- 10. Termination.** This contract shall be terminated upon written notice to Independent Medical Examiner from Client at any time, by Independent Medical Examiner's withdrawal pursuant to paragraph 8, at such time as Client is no longer involved in the underlying legal matter, or upon the settlement or final adjudication of the underlying legal matter. In the event of termination Client is still responsible for all sums owed Independent Medical Examiner.
- 11. Document/Evidence Retention.** Independent Medical Examiner shall have no duty to retain any documents, reports, evidence, transcripts, exhibits, e-mails, electronic files or other materials from the underlying legal matter for more than 30 (thirty) days following the termination of this agreement. Independent Medical Examiner shall return (at Client's expense) all records and evidence in the underlying legal matter to Client if a written request to do so is received by Independent Medical Examiner within the 30 (thirty) days following the termination of this agreement.

- 12. Airline Flights.** All airline flights taken by Independent Medical Examiner shall be direct, non-stop, coach class where possible.
- 13. Disputes.** Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in the State in which the Independent Medical Examiner is domiciled. The law of the State in which the Independent Medical Examiner is domiciled will be the governing law. The arbitration award 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, Client shall be responsible for payment of attorneys' fees and expenses associated with the Independent Medical Examiner's efforts to collect monies owed under the terms of this Contract.
- 14. Miscellaneous.** Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party's prior approval. (Independent Medical Examiner is under no duty to work for successor law firms on the underlying legal matter.) The performance of this contract by either party is subject to acts of God, death, disability, government authority, disaster or other emergencies, any of which make it illegal or impossible to carry out the agreement. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability. If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract. This written contract represents the entire understanding between the Independent Medical Examiner and Client. The individual signing this contract on behalf of Client represents and warrants that he/she is duly authorized to bind Client.
- 15. Additional Provisions (check all those that apply).**
- a. Independent Medical Examiner Unavailable** Notwithstanding Paragraph 7 Independent Medical Examiner is unavailable to perform obligations under this contract during the following time frame(s):
  - b. Business Class Flights.** Notwithstanding paragraph 12, all flights taken by Independent Medical Examiner longer than **4 hours** shall be by business class, or first class if business class is unavailable.

c. **Hourly Rate.** Notwithstanding paragraph 3, the hourly rate for medical record review, report, deposition, and trial shall be \$400/hr.

d. **Scope of Work.** Client is requesting an opinion in the following area(s):

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e.  **Additional terms are attached to this contract as “Appendix A.”**

f.  **The following additional terms apply:**

i.  \_\_\_\_\_

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ii.  \_\_\_\_\_

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iii.  \_\_\_\_\_

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INDEPENDENT MEDICAL EXAMINER, by

CLIENT, by

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Signature

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Signature

Jason W. Wilson, MD, FAAEM

Print Name

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Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_