

# John Gould, PhD

3660 Stoneridge Rd., Unit F-102

Austin, Texas 78746

john@johngouldphd.com

512-576-5052

## Fee Schedule Contract

RE: \_\_\_\_\_  
(Please fill in name of case and cause number, if applicable.)

We, the undersigned, hereinafter called "Client," by execution of this Contract, have this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, contracted with John Gould, PhD, hereinafter called "Dr. Gould," to perform professional services in reference to the above-captioned matter.

### I. FEE SCHEDULE:

The below charges are estimated fees. Client acknowledges that the retainer will be used to pay any amounts due for professional fees, administrative costs, and out-of-pocket expenses incurred. Client agrees to reimburse Dr. Gould for all expenses incurred on Client's behalf. The file will not be formally opened and services will not be initiated until the retainer is received. The retainer is nonrefundable after services are initiated. The flat fees below reflect up to twenty (20) hours of file review and the production of the report. We reserve the right to bill at the appropriate hourly rate for any and all additional time spent on the file.

#### A. Psychological Testing (flat fee)

Psychological Evaluation	\$2000.00	<input type="checkbox"/>
Neuropsychological Evaluation	\$2500.00	<input type="checkbox"/>
Psychoeducational Evaluation	\$1500.00	<input type="checkbox"/>
Brief Personality Assessment (e.g., MMPI2 only)	\$1000.00	<input type="checkbox"/>

**Retainer Required: \$2000.00/\$2500.00/\$1500.00/\$1000.00**

**B. Consulting Services (per hour)** \$150.00

**C. File Review (per hour)** \$100.00

**D. Child Custody Evaluation (flat fee)** \$5000.00

Child Custody Evaluations are scheduled only upon receipt of account balance and prepayment of fee. Includes a psychological evaluation of each parent (up to 2), separate observations of each parent with the child/children, clinical interviews with each child separately, and full reports with recommendations. Testimony and any additional

psychological evaluations, if necessary, are separate. Any additional time required will be billed at the standard hourly billing rate.

**Retainer Required: \$5000.00**

**E. Deposition and Trial Testimony (flat fee) \$1500.00**

Testimony time is scheduled only upon receipt of account balance and prepayment of fee. This fee is for preparation and testimony for up to eight (8) hours and not for any increments of time thereof. Any additional time required will be billed at the standard hourly billing rate.

**Retainer Required: \$1500.00**

**F. Travel (per day) \$1000.00**

Services that require travel away from Austin are billed for a full calendar day and not for any increments of time thereof. Any additional time required to complete the service requested will be billed at the standard hourly billing rate (i.e., "Consulting Services"). Travel expenses will be billed separately. Air travel outside of Texas will be Business Class.

**Retainer Required: \$1000.00**

## II. EXPEDITED SERVICES:

Services that are required seven (7) working days or less from the date of the request are considered expedited. There is a 25% service charge for all expedited services. This service charge will be applied to the total bill of the requested service.

## III. CANCELLATION POLICY (SCHEDULED SERVICES, DEPOSITIONS, AND TRIAL TESTIMONY):

**A. Notification forty-eight (48) hours prior to the scheduled service:**

**No cancellation fee**

**B. Notification forty-seven (47) to twenty-four (24) hours prior to the scheduled service:**

**50% of scheduled fee**

**C. Less than twenty-four (24) hours prior to scheduled service:**

**100% of scheduled fee**

## IV. COMPENSATION:

It is hereby specifically agreed that payment of all fees and expenses as outlined herein are the full responsibility of the Client. **Checks should be made payable to John Gould, PhD.** Credit cards are accepted. Bills submitted shall be payable within thirty (30) days, unless otherwise noted. Dr. Gould reserves the right to employ any remedy available to ensure Client's full performance and payment of all obligations pursuant to this Contract. Should Dr. Gould find it necessary to resort to litigation in order to collect any outstanding balance owed pursuant to this Contract, Client shall

be liable for reasonable attorney fees, costs, and expenses thereby incurred. Venue for such action shall be in Austin, Travis County, Texas.

**V. FINANCE CHARGE:**

Any unpaid balance, if not paid in thirty (30) days of billing date, will be subject to a **finance charge** computed on the balance past due. The rate is 1 and 39/hundredths percent (1.39%) per month, (compounded monthly) which is an **Annual Percentage Rate of Eighteen Percent (18%)**. The interest will accrue until the full amount of all services, expenses, and **finance charges** thereon are paid in full. The minimum monthly finance charge shall be One Dollar (\$1.00).

**VI. CLIENT RECORDS:**

Dr. Gould is authorized, after the case is concluded, to destroy Client's file and any original papers remaining in Dr. Gould's possession if Client has not retrieved the file and any original papers within five (5) months from the date the matter is concluded, unless specifically instructed in writing by Client to the contrary.

**VII. PARTIES BOUND:**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by law.

**VIII. LEGAL CONSTRUCTION:**

In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been herein contained.

**IX. PRIOR CONTRACTS SUPERSEDED:**

This Contract constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings, written or oral, between parties respecting the subject matter herein.

**X. EXECUTION:**

Please execute this Contract and return it to this office immediately. A fully executed copy of this Contract will then be forwarded to you for your file.

**AGREED AND ACCEPTED BY:**

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

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

**Printed Name:** \_\_\_\_\_

**Printed Name:** John Gould, PhD

**Title:** \_\_\_\_\_

**Title:** Clinical Psychologist

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

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