CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between Anchor Clinical Consulting, PLLC, a professional limited liability company organized under the laws of the State of Texas, with its principal place of business at [Address] ("Consultant"), and _____, a law firm or entity located at _____ ("Client"). Consultant and Client are each referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Consultant is a licensed healthcare professional offering legal nurse consulting services; and
WHEREAS, Client desires to engage Consultant on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

ARTICLE 1 — ENGAGEMENT & SCOPE OF SERVICES

1.1 Engagement.
Client hereby retains Consultant to provide legal nurse consulting services as described in the Attorney Intake Form and any applicable Statement of Work ("SOW") executed by the Parties. Each SOW shall be incorporated herein by reference.

1.2 Services.
Services may include, but are not limited to: medical record review and chronology preparation; standard of care analysis; causation analysis; expert witness identification; deposition and trial support; and medical literature research.

1.3 Independent Contractor.
Consultant is an independent contractor, not an employee, agent, partner, or joint venturer of Client. Nothing in this Agreement creates an employment, partnership, or agency relationship.

ARTICLE 2 — COMPENSATION & BILLING

2.1 Hourly Rate.
Client shall pay Consultant at the rate of $_____ per hour for standard consulting services. Rates for specialized services, expedited review, or expert witness preparation shall be set forth in the applicable SOW.

2.2 Retainer.
Client shall provide a non-refundable retainer of $_____ upon execution of this Agreement. The retainer shall be applied to the first invoice; any remaining balance shall be returned upon matter conclusion unless otherwise agreed.

2.3 Invoicing.
Consultant shall invoice Client bi-weekly or upon completion of a defined deliverable. Invoices are due and payable within thirty (30) days of invoice date.

2.4 Late Payment.
Amounts unpaid after thirty (30) days shall accrue interest at one and one-half percent (1.5%) per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less.

2.5 Expenses.
Client shall reimburse Consultant for pre-approved out-of-pocket expenses (e.g., medical literature retrieval, courier, travel) within thirty (30) days of submission of receipts.

ARTICLE 3 — CONFIDENTIALITY & HIPAA COMPLIANCE

3.1 Confidentiality.
Consultant shall maintain the confidentiality of all case information, attorney-client privileged materials, and protected health information (PHI) received from Client. Consultant shall not disclose such information to any third party without prior written consent of Client.

3.2 HIPAA.
To the extent Consultant receives PHI, Consultant agrees to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all implementing regulations, including 45 C.F.R. Parts 160 and 164.

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3.3 Work Product.
All reports, analyses, summaries, and work product prepared by Consultant under this Agreement shall be treated as attorney work product and shall be protected by the attorney-client and work-product privileges to the maximum extent permitted by applicable law.

ARTICLE 4 — ATTORNEY-CLIENT PRIVILEGE

4.1 Consultant as Agent.
The Parties intend for Consultant to act as an agent of Client for purposes of the attorney-client privilege. All communications between Client and Consultant relating to pending or reasonably anticipated litigation shall be protected as privileged.

4.2 No Waiver.
Disclosure of work product or communications to Consultant shall not constitute a waiver of any applicable privilege.

ARTICLE 5 — TERM & TERMINATION

5.1 Term.
This Agreement shall commence on the Effective Date and shall continue until terminated by either Party upon thirty (30) days' prior written notice.

5.2 Termination for Cause.
Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) business days after receipt of written notice.

5.3 Effect of Termination.
Upon termination, Client shall pay all amounts owed for services rendered through the termination date. Sections 3, 6, 7, 8, and 9 shall survive termination.

ARTICLE 6 — LIMITATION OF LIABILITY

6.1 Cap on Liability.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

6.2 Exclusion of Consequential Damages.
IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

ARTICLE 7 — NO LEGAL ADVICE; NO LICENSURE CONFLICT

7.1 No Legal Advice.
Consultant's services constitute clinical analysis and nursing opinion only and do not constitute the practice of law. Consultant shall not provide legal advice, strategy, or representation.

ARTICLE 8 — INDEMNIFICATION

8.1 Mutual Indemnification.
Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from the indemnifying Party's negligence, willful misconduct, or material breach of this Agreement.

ARTICLE 9 — GOVERNING LAW & DISPUTE RESOLUTION

9.1 Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-law provisions.

9.2 Dispute Resolution.
The Parties agree to attempt to resolve any dispute through good-faith negotiation. If unresolved within thirty (30) days, disputes shall be submitted to binding arbitration in Dallas County, Texas, under the rules of the American Arbitration Association.

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ARTICLE 10 — NON-SOLICITATION

10.1 Non-Solicitation.
During the term of this Agreement and for one (1) year thereafter, Client shall not directly solicit or hire any employee, contractor, or associate of Consultant without prior written consent.

ARTICLE 11 — INTELLECTUAL PROPERTY

11.1 Ownership of Work Product.
All deliverables, reports, analyses, and summaries prepared specifically for Client under this Agreement ("Deliverables") shall become the property of Client upon receipt of full payment. Consultant retains ownership of all pre-existing methodologies, tools, templates, and know-how.

ARTICLE 12 — GENERAL PROVISIONS

12.1 Entire Agreement.
This Agreement, together with all SOWs and exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements.

12.2 Amendments.
This Agreement may only be amended by a written instrument signed by both Parties.

12.3 Severability.
If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.4 Counterparts / Electronic Signatures.
This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic signatures shall be deemed valid and binding.

12.5 Notices.
All notices shall be in writing and delivered by email with confirmation or certified mail to the addresses on file.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Consulting Services Agreement as of the Effective Date written above.

CONSULTANT
Anchor Clinical Consulting, PLLC

Signature

Printed Name

Nicole Guzman, PMHNP-BC, MSN, Paramedic
Legal Nurse Consultant

Date

CLIENT
Law Firm / Organization

Signature of Authorized Representative

Printed Name

Title / Position

Firm Name

Date

Exhibit A — Statement of Work
A Statement of Work detailing specific deliverables, timeline, and fees shall be attached hereto as Exhibit A.
Exhibit A is hereby incorporated into and made a part of this Agreement upon execution.

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