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2019 Fee Schedule

(applicable to cases in which my services are retained on or after July 1, 2018)

Please be aware that, in keeping with professional guidelines (e.g., Specialty Guidelines for Forensic Psychologists, 2011), I do not provide professional services on the basis of contingent fees.

Retainers

Before I will begin work on a case, the retaining party must forward a retainer, which will be considered due at the time that I am retained to serve as an expert in the case. At this time, I also require that the retaining party complete, sign, and date a copy of this form (either by email or in hard copy format) to my office, acknowledging that they understand and agree to the terms contained herein.

The amount of the retainer will be determined on a case-by-case basis after considering the expected complexity of the matter (including the number of records I will need to review) and the extent of the services I will be asked to perform (e.g., records review only, records review plus one-day psychological evaluation, records review plus two-day neuropsychological evaluation).

If the total cost of my case-related services is ultimately less than the amount of the retainer already received, the outstanding portion of the retainer will be refunded promptly at the conclusion of my services.

If the total cost of services rendered exceeds the amount of the retainer already received for those services, the retaining party will be billed for the outstanding amount either at the conclusion of my services or if I am notified that a case will not be going forth for a significant amount of time once I have already commenced work on the case.

Payment will be expected in full within 30 days. If an invoice remains unpaid after 90 days, I reserve the right to cease work on the case until payment has been received in full for that outstanding invoice.

Testimony Retainers

A **\$600.00** deposit is due at the time testimony is scheduled, which will afford compensation for a period of up to two hours of my time. If the testimony continues past two hours, each additional hour will be billed at an hourly rate of **\$300.00** per hour.

Standard Hourly Rate

If and when the aforementioned retainers have been exhausted, I will charge a standard hourly rate of **\$300.00** for the following services:

- ✓ Forensic neuropsychological and psychological evaluations, including interviewing, testing, and scoring
- ✓ Forensic record review
- ✓ Case consultation
- ✓ Case review
- ✓ Case-relevant research

- ✓ Report dictation
- ✓ Testimony (deposition, mediation, arbitration, trial)
- ✓ Travel outside of the greater Las Vegas area as required for examinee evaluation, testimony, etc.

Transcription fees and costs associated with scoring tests (as applicable) will also be factored into the total cost.

Record Reviews (Oral or Written)

In civil cases involving accidents or injuries, I request to review **all** documents and records relevant to the case, including those that are potentially unfavorable to the retaining party's case. In order for me to conduct a thorough, objective examination, it is important that I am provided with the following records whenever possible:

- ✓ Medical and mental health records preexisting the accident or injury as far back as possible, including hospitalization records (medical/surgical, mental health, or rehabilitative)
- ✓ Records directly involving the subject incident (police / traffic accident / occupational incident reports; witness statements and reports, including affidavits or depositions; photographs of injuries and incident; ambulance/EMT reports; hospital or other emergency facility records; depositions from plaintiff(s) and treating professionals)
- ✓ All subsequent medical, psychological, and rehabilitative records (whether accident-related or not). These may include records from physicians; chiropractors; physical therapists; psychologists, psychiatrists, social workers, marriage and family therapists; radiology reports (e.g., MRI, CT, SPECT, PET scans); X-ray reports; EEG or qEEG reports; occupational therapy or speech and language therapy records
- ✓ Educational (elementary, junior high, high school, college, and/or trade/vocational school) records
- ✓ Complaint and legal records, both criminal and civil
- ✓ Occupational records (job applications; annual or other performance reviews; salary/wage information; disciplinary records); and work-related accident records, including Workers' Compensation claims
- ✓ Military records
- ✓ Depositions of all relevant parties (plaintiff(s), defendant(s), witnesses, and health care providers)
- ✓ Any other documents which may be relevant to my evaluation

Please do *not* forward:

- ✓ **Imaging films** as I am neither equipped nor trained to evaluate them.
- ✓ **Voluminous records in electronic format** (such as on CD) due to the prohibitive amount of time, effort, and cost required for me to examine and print such information. However, if this situation is unavoidable, I will charge **\$0.60** for each page that must be printed.
- ✓ **Double-sided copies**, as it is often impossible to chronologically sort these records, which is necessary for my coherent review of the case.

Please be aware that once I have started reviewing records, I may dispose of documents that are duplicates of other records provided, of poor copy quality, etc. I may also rearrange documents out of the order in which they were originally provided to me. Therefore, I would not be able to return the records file in its original form to the retaining party.

No-Show/Cancellation Policy

If the retaining party decides to cancel an evaluation after forwarding a retainer, the retainer will be promptly returned (minus expenses already incurred related to review of records, consultation, etc.) if I am afforded notice of the cancellation **at least five working days prior to the scheduled evaluation appointment.**

If my office is not afforded notice of the cancellation at least five working days prior to the scheduled evaluation appointment, or if an examinee does not appear as scheduled for their evaluation appointment, **a no-show fee of \$2,500** (one-day evaluation) or **\$5,000** (two-day evaluation) will be charged to the retaining party. Additionally, the retaining party will also be responsible for payment of expenses already incurred related to review of records, consultations, etc.

An examinee will be considered a no-show for their evaluation appointment if they do not arrive **within thirty (30) minutes** of their scheduled appointment time (including for the second day of a two-day appointment; e.g. if an examinee arrives later than 9:30 a.m. for a 9:00 a.m. appointment, they will be considered a no-show).

If a retainer has not been paid prior to an examinee failing to show for an appointment, the full retainer, which will be considered a no-show fee, will remain due from the retaining party at the time the examinee fails to show for the appointment.

Additional Information

Third-Party Observation: Both the retaining party and opposing attorneys must be aware that in accordance with the policy positions of both the National Academy of Neuropsychology and the American Academy of Clinical Neuropsychology regarding the presence of third-party observers during neuropsychological testing, third-party observers (including attorneys, attorney representatives, court reporters, and audio and / or video recording devices) will not be allowed to be present during evaluation proceedings. Such third-party observation can not only invalidate test results by altering the behavior or performance of the examinee, but it also exposes trade-secret testing information to individuals who do not have instruction, supervision, or experience in standardized psychological testing and clinical procedures.

Please forward a completed, signed, and dated copy of this form (either by fax, email, or in hard copy format) to my office, acknowledging that you understand and agree to the terms contained herein.

Name of Case: _____

Retainer Requested: _____

Date

Name of Authorized Signer

Authorized Signature

Retaining Party

Relationship of Signer to Retaining Party