

# Terí F. Belmont, Ph.D.

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## Fee Schedule for Forensic Psychological Services (applicable to cases for which my services are retained on or after January 1, 2023)

### Initial Case Retainers

Before I will begin working on a case, the retaining party must forward a retainer, which will be considered due at the time that I agree to serve as a consultant or expert in the case. At this time, I also require that the retaining party forward a completed, signed/initialed, and dated copy of **all pages** of this agreement to my office, acknowledging that the retaining party understands and agrees to the terms contained herein. A photocopied or electronic version of the completed, signed/initialed, and dated agreement will be treated in the same way as an original.

For all cases, I require a minimum retainer of **\$4,000.00**, which will afford compensation for a period of up to 10 hours of my time. However, the final amount of the retainer amount requested will be ultimately 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).

The initial \$4,000.00 of any retainer forwarded to me will be considered **non-refundable** once I have started working on the case. If a retainer of more than \$4,000.00 is provided, and the total fees for my case-related services are ultimately lower than the amount of the retainer received, the outstanding portion of the retainer will be refunded at the conclusion of my services.

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

Payment will be expected in full for all invoices within **30 days** of the date of the invoice. If an invoice remains unpaid after **60 days**, I reserve the right to cease work on the case until payment has been received in full for any and all outstanding invoices. The retaining party will be considered ultimately responsible for payment of all invoices. 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.

### Standard Hourly Rate

I charge a standard hourly rate of **\$400.00** (billed in 15-minute increments) for services including but not limited to:

- ✓ Forensic psychological and neuropsychological evaluation, including clinical interview, test administration, scoring, and interpretation, and report preparation
- ✓ Forensic record review, including report preparation
- ✓ Case-specific review, consultation, and research
- ✓ Preparation for testimony (including case-specific review, consultation, and research)
- ✓ Testimony (including deposition, mediation, arbitration, and trial; including time spent travelling and waiting for my appearance)
- ✓ Time spent travelling outside of the greater Las Vegas area for examinee evaluation, testimony, etc.

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Signer's Initials

If my standard hourly rate changes during the period in which I am retained in a case, my services will be billed at the rate that is current at the time that the services are rendered.

Transcription fees, fees for computerized test scoring and interpretation, expenses generated by travel outside of the greater Las Vegas area (food, lodging, transportation, etc.), and any other case-related charges (meeting room reservations, etc.) will also be applied at cost to the invoice, where applicable.

An additional "rush fee" equal to **20%** of the final total for an invoice will be applied if the deadline for production of a report is less than four weeks from either 1) the date on which I receive the case records for review or 2) the date on which my services are requested and/or retained, whichever is later.

### **Testimony Retainers**

A **non-refundable \$400.00** testimony retainer, which will afford compensation for a period of one hour of my time, is due from the party requesting my testimony at the time that testimony is scheduled. I must receive this testimony retainer no later than **five (5) working days** (excluding holidays and weekends) prior to the scheduled testimony, or else the testimony appearance will be cancelled. I reserve the right not to present for testimony if the testimony retainer has not been received before the testimony is scheduled to begin or if any other case-related invoices remain unpaid.

If testimony ultimately requires more than one hour, each additional hour will be billed at my standard rate of **\$400.00** per hour. Additionally, as noted above, fees accrued related to case-specific review, consultation, and research required for me to prepare for testimony, and/or fees related to my time waiting and travelling for testimony, will be charged at my standard hourly rate to the retaining party once testimony has been given. Parking and other associated charges and expenses generated by travel outside of the greater Las Vegas area (food, lodging, transportation, etc.) will also be applied at cost to the invoice, where applicable.

### **Record Reviews (Oral or Written)**

I request to review all documents and records relevant to the case, including those that are potentially unfavorable to the retaining party's case and those that may not directly relate to the subject incident. In order for me to conduct a thorough, objective review or examination, it is important that I am provided with the following records whenever possible, in **single-sided hard copy (paper) format**:

- ✓ Medical and mental health records predating the subject incident as far back as possible, including hospitalization records (medical/surgical, mental health, or rehabilitative)
- ✓ Records directly relating to the subject incident (e.g., police/traffic accident/occupational incident reports; witness statements and reports; photographs of injuries and incident; ambulance/EMT reports; hospital or other emergency facility records)
- ✓ All medical, mental health, and rehabilitative records postdating the subject incident (whether subject incident-related or not). These may include, but are not limited to, records from physicians; chiropractors; psychologists, psychiatrists, social workers, marriage and family therapists; imaging reports (e.g., x-ray, MRI, CT, SPECT, PET, EEG or qEEG reports); physical/occupational/speech-language therapy records, etc.
- ✓ Educational records (elementary, junior high, high school, college, and/or trade/vocational school)
- ✓ Legal records (criminal and civil), including case-related court filings (Complaint, Answers to Interrogatories, etc.)
- ✓ 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
- ✓ All relevant depositions (plaintiff(s), defendant(s), witnesses, treating health care providers, retained experts)
- ✓ 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** 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 begin reviewing records, I may dispose of duplicate documents via secure on-site shredding. 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.

All case-related documents will be retained for a period of time consistent with applicable laws and ethical guidelines and will thereafter be disposed of via secure on-site shredding.

### **Cancellation Policies – Evaluations**

If the retaining party chooses to cancel a scheduled one-day psychological or two-day neuropsychological evaluation after forwarding a retainer, any outstanding portion of the retainer will be returned if I am afforded notice of the cancellation **at least five (5) working days** prior to the scheduled evaluation appointment. The amount of the retainer returned will be reduced by the initial non-refundable \$4,000.00 charge, which will be applied toward any expenses already incurred related to review of records, case consultation, etc.

**Late Cancellation:** If an evaluation is cancelled **less than five (5) working days** prior to the scheduled evaluation appointment, a late cancellation fee of **\$2,500** (one-day evaluation) or **\$5,000** (two-day evaluation) will be charged to the retaining party, in addition to expenses already incurred related to review of records, case consultation, etc.

**Missed Appointments:** An examinee will be considered to have missed 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. a 9:00 a.m. appointment will be considered missed if the examinee has not arrived by 9:30 a.m.). If an examinee does not appear for their scheduled evaluation appointment, **a no-show fee of \$2,500** (if the examinee misses a one-day evaluation or one day of a two-day evaluation) will be charged to the retaining party, in addition to expenses already incurred related to review of records, case consultation, etc.

### **Cancellation Policies – Testimony**

If the party requesting my testimony cancels or reschedules my scheduled testimony appearance after forwarding a testimony retainer, the retainer will be applied to a rescheduled testimony appearance if I am afforded notice of the cancellation **at least five (5) working days** prior to the originally scheduled testimony appearance.

**Late Cancellation:** If the party requesting my testimony cancels or reschedules my scheduled testimony appearance **less than five (5) working days** prior to the scheduled testimony appearance, the party will forfeit their original testimony retainer and will be required to forward a new testimony retainer if they wish to reschedule my testimony appearance.

If my testimony appearance is not rescheduled, expenses already incurred related to preparation for testimony (including case-specific review, consultation, and research) will be charged to the retaining party

### **Third-Party Observation**

All parties to this matter 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 observation or monitoring will not be permitted during evaluation proceedings, including clinical interview and administration of psychological and/or neuropsychological tests.** A robust body of scientific evidence has established that third-party observation can not only invalidate test results by altering the behavior or performance of the examinee, but it also exposes trade-secret psychological testing information to

individuals who do not have instruction, supervision, or experience in standardized psychological testing and clinical procedures.

Prohibited forms of third-party observation or monitoring shall include but not be limited to:

- ✓ in-person observation or monitoring of the evaluation by the retaining party or any representative thereof, court reporters, friends/family members of the examinee, other medical or mental health professionals, or any other third-party representatives
- ✓ note-taking by the examinee
- ✓ audio and/or video recording of the evaluation by any party, including the examinee. I will require that all examinees completely turn off their cellular phones and other electronic devices once they are within any area of my office building where clinical interview and administration of psychological and/or neuropsychological tests occurs.

If recording of any part of an examination, including clinical interview and administration of psychological and/or neuropsychological tests, is attempted by the examinee or is demanded by any party, **I will immediately cancel the examination appointment, even if it has already started.** If the examination is cancelled, expenses already incurred related to review of records, case consultation, etc. plus a late cancellation charge will be charged in accordance with the policies described above.

#### **Release of Raw Psychological/Neuropsychological Test Data**

I will only release unredacted raw data obtained during a psychological or neuropsychological assessment to another doctoral-level psychologist who is currently licensed to practice psychology in the United States or Canada. This is consistent with state law (NAC 641.234) and ethical codes pertaining to protected psychological test data, including the APA Ethics Code sections 9.04a (Release of Test Data) and 9.11 (Test Security). Similar to the concerns noted above with regard to the deleterious effects of third-party observation, the rationale for this policy is that release of this information to any other party exposes trade-secret psychological testing information to individuals who do not have instruction, supervision, or experience in standardized psychological testing and clinical procedures.

You, the retaining party, must agree to vigorously contest any motion that demands 1) any form of third-party observation or monitoring during the clinical interview or administration of psychological and/or neuropsychological tests and/or 2) release of unredacted raw data or the production of protected test handbooks, test stimuli, technical manuals, and/or other test material to anyone who is not a doctoral-level psychologist currently licensed to practice psychology in the United States or Canada.

**I reserve the right to withdraw from the case for ethical reasons** if any ruling is made that compels me to agree to either of these demands. You, the retaining party, must agree to hold me harmless for any foreseeable or unforeseeable ramifications caused by my withdrawal from the case for cause (e.g., conflicts with ethical guidelines, state licensing rules, or copyright restrictions, or any other reason that may be reasonably expected to cause harm to my profession or risk the exposure of protected standardized test material).

Please forward a completed, signed/initialed, and dated copy of **all pages** of this agreement to my office, acknowledging that you understand and agree to the terms contained herein. A photocopied or electronic version of the completed, signed/initialed, and dated agreement will be treated in the same way as an original.

**Name of Case:** \_\_\_\_\_

**Retainer Amount Requested:** \_\_\_\_\_

\_\_\_\_\_  
Date

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Name of Authorized Signer

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Signature of Authorized Signer

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Retaining Party

\_\_\_\_\_  
Relationship of Authorized Signer to Retaining Party

\_\_\_\_\_  
Retaining Party's Insurance Carrier (if applicable)

\_\_\_\_\_  
Authorized Signer's Email

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Authorized Signer's Phone (including extension)