

Terí F. Belmont, Ph.D.
Licensed Psychologist, Nevada
PY0551

3175 East Warm Springs Road, Suite 121
Las Vegas, Nevada 89120
p 702.595.2731
drteribelmont@live.com
www.drteribelmont.com

2019 Fee Schedule

(applicable to cases in which my services are retained on or after July 1, 2019)

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.

Initial Case 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 a consultant or expert in the case. At this time, I also require that the retaining party **initial the first three pages of this agreement**, as indicated in the bottom right corner of each page, and forward a completed, signed, and dated copy of **all four pages** of the agreement to my office (either by email or via U.S. Mail or hand delivery in hard copy format), acknowledging that you understand and agree to the terms contained herein.

For all cases, I require a minimum retainer of **\$3,000.00**, which will afford compensation for a period of up to ten hours of my time. For cases that are expected to involve a greater degree of complexity, 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).

The initial \$3,000.00 of any retainer forwarded to me will be considered non-refundable once I have begun work on the case. If a retainer of more than \$3,000.00 is provided, and the total cost of my case-related services is ultimately less 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 forth for a significant amount of time once I have already commenced work 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 90 days, I reserve the right to cease work on the case until payment has been received in full for any outstanding invoices.

Standard Hourly Rate

I charge a standard hourly rate of **\$300.00** for the following services:

- ✓ Forensic neuropsychological and psychological evaluation, including clinical interviewing, test administration and scoring, and report preparation
- ✓ Forensic record review, including report preparation
- ✓ Case consultation
- ✓ Case review
- ✓ Case-relevant research
- ✓ Testimony (deposition, mediation, arbitration, trial)
- ✓ Travel outside of the greater Las Vegas area as required for examinee evaluation, testimony, etc.

Transcription fees, costs associated with scoring tests, and costs necessitated by travel outside of the greater Las Vegas area (food, lodging, transportation, etc.) will also be factored into the total cost of the case, where applicable.

Testimony Retainers

A **\$600.00** deposit, which will afford compensation for a period of up to two hours of my time, is due at the time that deposition, mediation, arbitration, or trial testimony is scheduled. If the testimony requires more than two hours, each additional hour will be billed at my standard hourly rate of **\$300.00** per hour. There may also be additional charges accrued related to any case review and case-relevant research that is required in order for me to prepare for testimony, which will be charged to the retaining attorney once testimony has been given.

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 subject incident as far back as possible, including hospitalization records (medical/surgical, mental health, or rehabilitative)
- ✓ Records directly involving the subject incident (e.g., 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)
- ✓ 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; physical therapists; psychologists, psychiatrists, social workers, marriage and family therapists; imaging reports (e.g., x-ray, MRI, CT, SPECT, PET, EEG or qEEG reports); occupational therapy or speech and language therapy records, etc.
- ✓ Educational records (elementary, junior high, high school, college, and/or trade/vocational school)
- ✓ 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, 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** (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 begin reviewing records, I may dispose of documents (via secure on-site shredding) that are duplicates, 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.

Any and 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 securely via on-site shredding.

No-Show/Cancellation Policy

If the retaining party decides to cancel a scheduled evaluation after forwarding a retainer, any outstanding portion of the retainer will be promptly returned, if I am afforded notice of the cancellation **at least five working days prior to the scheduled evaluation appointment**. The amount of the retainer returned will be reduced by the initial nonrefundable \$3,000.00 charge, which will be applied toward any expenses already incurred related to review of records, case consultation, etc.

If I am 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, in addition to expenses already incurred related to review of records, case consultation, 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).

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 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 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 attorneys, attorney representatives, court reporters, and/or friends/family members of the examinee
- ✓ 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 commenced. If the examination is cancelled, expenses already incurred related to review of records, case consultation, etc. will be charged in accordance with the policies described above.

Release of Raw Psychological/Neuropsychological Test Data

I will only release unredacted raw data produced during a psychological or neuropsychological assessment to another doctoral-level psychologist who is currently licensed to practice 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 testing information to individuals who do not have instruction, supervision, or experience in standardized psychological testing and clinical procedures.

You, the retaining attorney, 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 in the United States or Canada.

If any ruling is made that compels me to agree to either of these demands, I will withdraw from the case for ethical reasons. At that point, you, the retaining attorney, must agree to hold me harmless for any foreseeable or unforeseeable ramifications caused by my withdrawal from the case for cause, including conflicts with ethical guidelines, state licensing rules, 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 **initial the first three pages of this agreement**, as indicated in the bottom right corner of each page, and forward a completed, signed, and dated copy of **all four pages** of the agreement to my office (either by email or via U.S. Mail or hand delivery in hard copy format), 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