

**Teri 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](mailto:drteribelmont@live.com)  
[www.drteribelmont.com](http://www.drteribelmont.com)

### **2020 Fee Schedule**

*(applicable to cases for which my services are retained on or after January 1, 2020)*

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 start 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 **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, 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 **\$4,000.00**, which will afford compensation for a period of up to ten hours of my time. However, the final amount of the retainer 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 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 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 90 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.

### **Standard Hourly Rate**

I charge a standard hourly rate of **\$400.00** for services including but not limited to:

- ✓ Forensic neuropsychological and psychological evaluation, including clinical interviewing, test administration, scoring, and interpretation and report preparation
- ✓ Forensic record review, including report preparation
- ✓ Case consultation
- ✓ Case review
- ✓ Case-relevant research
- ✓ Testimony (deposition, mediation, arbitration, trial; including time spent waiting for my appearance)
- ✓ 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**

An **\$800.00** 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 **\$400.00** 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 at my standard hourly rate to the retaining party once testimony has been given.

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.

### **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 and those that may not directly relate to the subject incident. In order for me to conduct a thorough, objective examination, it is important that I am provided with the following records whenever possible, in **hard copy (paper) format**:

- ✓ 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 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, both 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
- ✓ 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** 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.

### **Missed Appointment / Late Cancellation Policy**

If the retaining party chooses to cancel a scheduled 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 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 I am not afforded notice of the cancellation at least five 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 as scheduled for their 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) or **\$5,000** (if the examinee misses 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.

### **Third-Party Observation**

Both the retaining party and any 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 the retaining party or any representative thereof, court reporters, examinee friends/family members, 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 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 obtained 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 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 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 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 **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, U.S. Mail, or hand delivery in hard copy format), acknowledging that you understand and agree to the terms contained herein. A photocopied, faxed, or electronic version of the completed, signed, 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

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Retaining Party

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

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

\_\_\_\_\_  
Authorized Signer's Phone (including extension)