

Financial Agreement for Forensic Evaluations

2019

Benson Psychological Services, PC

1308 23rd Street South

Fargo, ND 58103

The financial relationship for provision of Forensic Evaluations will be between Benson Psychological Services, PC and the individual to be evaluated, unless specified otherwise.

The rate for forensic evaluations ranges from \$200 to \$250 an hour for the evaluating clinician's time, \$100 an hour for forensic residency time, \$50 an hour for the psychometrist's time, and \$25 an hour for graduate student time. Time billed will include all activities related to the evaluation, including, but not limited to: reviewing records; conducting interviews; administering, scoring, and interpreting psychological tests; engaging in telephone conversations; participating in meetings; preparing written reports; travel time; preparation for court/deposition appearances; and court/deposition testimony. Out of pocket expenses such as mileage, lodging, testing materials, parking, and photocopying are additional and will be billed separately. If the individual to be evaluated fails to attend an appointment, or fails to give 24-hour notice of cancelation, they will be billed for one hour of time.

By engaging our services, you authorize us to take such actions as we believe are reasonably necessary to complete the tasks which you have asked us to undertake. Our clinic consists of a number of psychologists, psychometrists, counselors and students of various levels whose areas of interest and experience vary, and, in completing your evaluation we may assign a portion of the work to other members of our clinic in an attempt to keep the costs down, or provide specialized psychological testing/input, or to help us to do the work more efficiently, as we deem appropriate.

The client agrees to post a retainer in the amount of \$_____. Benson Psychological Services will bill against the retainer. Once the retainer has been depleted, the client will be billed to replenish the retainer on a regular basis. In no event will a final report be released or any testimony, in any form, be provided until the account has been paid in full. Benson Psychological Services retains the right to discontinue the evaluation if invoices are not paid in a timely manner. Any unused retainer payments will be refunded to the client at the termination of the evaluation.

In the cases of client indigence, services can be provided without a retainer, provided a written copy of the

Court's Approval of Indigent Funds is presented prior to the first evaluation appointment. In the case of Sexually Dangerous Individual evaluations, the bill is sent to the Department of Human Services, specifically, the North Dakota State Hospital, if the client is found indigent by the Court.

The fee for a Sexually Dangerous Individual evaluation is \$6,000 for a new individual and \$5,000 for an individual who has been evaluated at Benson Psychological Services in the past. This fee provides compensation for all services conducted as part of a standard Risk Assessment, in addition to a more comprehensive review of records, more clinical interview time, interview with treatment providers and the community support system, and generally at least three trips to the North Dakota State Hospital.

In lieu of a retainer for an SDI evaluation, a court order appointing me as the Independent Examiner and a statement regarding the agreement to my stated fee is required. In the case of an SDI evaluation, the evaluation is sent immediately upon completion, and billed at a later date. Should you decide to pay privately for an SDI evaluation, a \$5,000 retainer is required. If you are paying privately for an SDI evaluation, the final report is sent only to your attorney, and not to the North Dakota State Hospital.

If expert testimony is required, an additional retainer will be required at least one week prior to the court date. In the event a settlement is reached and 72 hours notice is given, the retainer will be refunded in entirety. If 48 hours or less notice is given, half of the retainer will be refunded. The amount of the retainer required will vary, and will be based on the location of the testimony, the expected duration of testimony, and any other foreseen expenses. No retainer is required for SDI testimony.

Signature

Date

Printed Name