



RICHARD S. ADLER, M.D. & ASSOCIATES, PLLC
Forensic & Clinical Psychiatry

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PRACTICE DESCRIPTION AND LETTER OF AGREEMENT

DESCRIPTION OF PRACTICE

I am a practicing clinical psychiatrist with specialized training in Forensic Psychiatry. I am Board Certified in Adult as well as Child and Adolescent Psychiatry. A copy of my resume can be found at www.fcpsych.com.

I provide Adult and Child Forensic/Consultative Psychiatric services, which include:

- Consultation to attorneys (review of medical records, assistance in deposing experts, selection/“vetting” of experts, referrals for mental health services for legal clients, preparation of clients for the rigors of legal proceedings, and mental health aspects of case strategy),
- Psychiatric evaluation for Personal Injury cases, Fitness for Duty, ADA (Americans with Disabilities Act), Disability, IDEA/IEEs and Special Education issues (particularly consultation to School Districts),
- Criminal Issues such as Competency to Stand Trial, Diminished Capacity, Insanity Defenses and Mitigation/Sentencing.
- Testamentary Capacity (Competency to Create a Will), and other Civil Competency issues,
- Parenting Evaluations for Custody and Dependency Matters,

EDUCATION AND EXPERIENCE

I graduated from an Adult Psychiatry Residency, followed by a Child Psychiatry Fellowship, both of which were completed at Harvard Medical School. I was the Medical Director of Mental Health for two counties in rural Maryland as a member of the National Health Service Corps. I remained in that area for a total of eight years; the latter four years were spent in inpatient and outpatient private practice. Since 1996, I have practiced in Seattle, Washington.

In July 2000, I graduated from the University of Washington School of Medicine Forensic Psychiatry Fellowship. At Seattle Children’s Hospital, I was a staff psychiatrist for approximately ten years. I was the founding school psychiatrist for the Renton Academy, which

is a specialty school within the Renton School District. I hold an appointment on the faculty of the University of Washington School of Medicine.

I have been retained by: the State of Washington, the City of Seattle, King County, Seattle Public Schools, King County Juvenile Court, and have testified in Alaska, California, Idaho, Missouri, Nevada, Oregon, Tennessee, Texas, and elsewhere. I have testified in State and Federal Courts, a U.S. Naval Tribunal in Japan and in the Bureau of Indian Affairs.

FEES, PAYMENT AND PROCEDURES

1. My fee is \$400 per hour for all forensic services and includes, but is not limited to, client contacts, evaluatee and collateral interviews, record review, telephone calls, computerized literature searches, letters, reports and travel time. I prorate time to the next highest five minutes. *My hourly fee may be adjusted downward before the start of a project, particularly for public institutions or cases of special merit.*
2. I utilize the services of administrative staff whose time is billed out at \$50 per hour.
3. I also use the services of various consultants and experts including psychologists, neuropsychologists, neuroradiologists, and a lawyer/judge. In some matters, associates may assist in assembling an evaluatee's psychosocial history, creating chronologies, providing computerized literature searches and similar tasks. Information relevant to the case will be shared with these associates, with the understanding that they will exercise appropriate professional standards regarding confidentiality.
4. Weekend and evening (rush) assignments will incur a 25% surcharge. Incidental costs, in excess of those normally and routinely encountered in forensic psychiatric work, will be billed without any surcharge to the financially responsible party. An example includes journal articles purchased expressly for your case. For "clinical consultations," my hourly fee is \$400. My work is considered a clinical consultation in circumstances where I will not be needed to provide expert testimony at a deposition, administrative law hearing or trial. Ethical guidelines prohibit me from converting from performing a clinical role in one phase of involvement to forensic work later (or vice versa). In matters where I am performing a clinical consultation, I am not entering into a long-term patient-physician relationship for ongoing care and the scope of my work is limited to responding to the consultative questions alone. Arrangements for ongoing clinical treatment will not be provided.

5. Unless stated otherwise, I will consider myself retained in your matter based on verbal agreement. There is an administrative fee of \$300 to “open” a case—related to scheduling, creating a binder, memorialization of the initial contact(s) and intraoffice coordination.

6. My policy is to begin a case by record review. Attorneys are asked to provide a formal letter explicitly conveying the consultative question(s) to be addressed. Clients are required to provide the relevant documents accompanied by a check reflecting the amount of time necessary to review the material (with exception, see below). After initial review of the materials, I will schedule a conversation with the attorney before proceeding further with my work.

7. Payment arrangements are often tailored to the particular needs of the retaining party. For example, it is appreciated that school districts and other public institutions often generate a purchase order but cannot make payment until services have been provided. For parenting evaluations, all estimated fees must be paid in advance. I will return any fees provided in excess of the services rendered, or alternately, will notify clients promptly if the funds have been exceeded.

8. *When retained by a private attorney's office, the financially responsible party is the attorney and not the evaluatee.*

9. An initial retainer of \$3,500 should accompany this Letter of Agreement. Alternately, our office has the ability to make electronic transactions by debit and credit cards.

10. Fees for depositions and court appearances must be paid for 72 hours in advance. Fees are charged in half-day (four-hour) and full-day (eight-hour) increments. In civil proceedings, account balances will be brought to zero prior to the provision of testimony. In cases where there has been an underestimate for the time involved, prompt payment (i.e., ten business days) is expected.

11. All balances are to be paid within 30 calendar days of receipt of invoice. Balances that are unpaid beyond this time will accrue interest of 1.5% monthly. New, non-governmental entities will be required to provide a credit card number to which outstanding balances will be billed. Checks should be made out to: Richard S. Adler, M.D. & Associates, PLLC. My Tax ID number is 20-4763466. My office will provide a W-9 form to the staff member you identify, obtain details about your agency's policies regarding submission of invoices and relevant per diem allowances. It is presumed that interim invoicing is permitted unless you indicate otherwise.

12. For the benefit of all, please routinely copy my support staff, including practicemanager@fcpsych.com, and adminassistant@fcpsych.com, on all email correspondence regarding your case. Also, it is preferable to receive any relevant materials (discovery documents, etc.) electronically in PDF format as an attachment to email or uploaded to Dropbox.

MISSED APPOINTMENTS

Appointment times are reserved, and I require a minimum of 48 hours notice if there is a need to cancel an appointment. Appointments missed or canceled without sufficient notice will be billed at the full fee. Please communicate any need to change appointments via email to: practicemanager@fcpsych.com.

INSURANCE

Please note that insurance policies do not cover forensic examinations and I do not accept any form of insurance for clinical consultations. Some persons may wish to submit my invoice to their insurance company and/or their healthcare flexible spending account. My office is available to assist these efforts by providing additional documentation if requested, although reasonable fees for administrative support may be charged.

EMERGENCIES AND COVERAGE

In the type of psychiatric service to be undertaken, I have not established the typical doctor-patient relationship. Should an examinee experience a crisis or emergency, they are referred to their mental health or medical provider. Should clients need to reach me during non-working hours, a message may be left on my office voicemail.

CONFIDENTIALITY

Forensic examinations are typically conducted for the purpose of generating a report that may be sent to one or more parties. Thus, the nature of confidentiality in a forensic psychiatric examination is considerably different from the confidentiality provided by a treating or clinical psychiatrist. Notifications regarding this issue, including the likely recipients of the finished report, will be provided to all examinees prior to the initiation of any examination.

I am a licensed physician. Like all physicians, certain circumstances will require me to intervene for the safety of the examinee and/or others. In particular, if the examinee is a danger to himself/herself or others, if there is abuse of a child, developmentally disabled person, or dependent adult, I may be required to warn the person(s) in danger, and/or contact appropriate authorities.

AGREEMENT

Should you not feel comfortable with any of the terms above, please do not hesitate to contact me to discuss your concerns or the special circumstances of the assignment.

Furthermore, please feel free to cross out, date and initial any items that do not apply to this particular retention.

My date of engagement in any matter is considered to be the date on which I was first contacted and there was mutual agreement of the retention. Either party may terminate the expert-client relationship upon written notice (including those provided by email).

Your signature below indicates that you have read this document. It will also reflect that you have understood its contents, that you agree to the terms, and accept responsibility for the payment of fees. Please sign, date and return this Letter of Agreement to my office. You may also wish to keep a copy for your files. If you have made changes or amendments, I will sign the document and mail or fax a copy to you.

Name

Title/Organization

Signature

Date

Richard S. Adler, M.D.

Date

For those retaining me who lack signatory authority within their agency, please check the box and initial:

I have reviewed this Letter of Agreement and understand the office policies reflected in it.