



RICHARD S. ADLER, M.D. & ASSOCIATES, PLLC

Forensic & Clinical Psychiatry

1700 Seventh Avenue, Suite 210
Seattle, Washington 98101
(206) 624 - 3800

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 (i.e., CR35 evaluations), 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 special expertise in the area of Neuroimaging. I have facilitated, coordinated, provided the physician orders and/or templates for other physicians, interpreted and testified about: brain Magnetic Resonance Imaging (MRI), Volumetric Analysis of MRI, brain Diffusion Tensor Imaging (DTI), brain Positron Emission Tomography, and Quantitative Electroencephalography (QEEG). I have expertise in correlating such studies with Neuropsychological testing. I have administered and testified about the Minnesota Multiphasic Personality Inventory (MMPI) and other similar tests. My testimony about any and all such evaluative tools has never been excluded (or limited). Courts have formally recognized me as an expert in Neuroscience.

I have consulted to movie projects such as “Wallflower,” in which I reviewed the script and prepared the lead actor to play mass murderer Kyle Huff. I provided consultation and media outreach (e.g., Al Jazeera TV, The New York Times) in “The Afghan Massacre” case (involving Staff Sergeant Robert Bales). Additionally, I was retained to assist a Grammy Award-winning musician with the successful completion of Court-ordered treatment and arranged for mental health treatment of an MTV Music Award-winning hip-hop artist.

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 \$995/hour in quarter-hour increments, for forensic services including, but not limited to, client contacts, examinee and collateral interviews, record review, telephone calls, literature searches, letters, reports, and travel time. (See expertinstitute.com for comparison data in Washington State and nationally). For matters involving my specialized knowledge and experience at the intersection of media, entertainment, Psychiatry and the Law, the hourly fee is \$1200. In particularly high profile/high consequence matters it is agreed that my hourly rate will follow a "most favored nation" approach, i.e., my hourly rate will be the same as the opposing expert if it is higher, and retroactively applicable to the time of retention. In rare circumstances I will adjust the fee schedule downward, especially if there are state or venue-based statutory limitations.

2. I hold a medical license in Washington. For cases in other states, the costs (time as per item #1 and fees) associated with reviewing statutory licensing requirements, obtaining a temporary license, required interactions with a local “supervisor,” etc. are the responsibility of the retaining party.

3. I utilize the services of an office paralegal and administrative staff, whose time is billed at \$125 per hour, also in quarter-hour increments.

4. I use the services of various consultants and experts including psychologists, neuropsychologists, neuroradiologists, and lawyers. In some matters, associates may assist in assembling an evaluatee's psychosocial history, creating chronologies, administering inventories, completing 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.

5. 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 with a 15% surcharge to the retaining party. A frequent example includes specifically purchased journal articles. Less typical, but still the responsibility of the retaining party, would be the need for medico-legal consultation precipitated by the case through no fault or action of mine. Licensing and other fees for psychological and other tests (e.g., MMPI-2, Personality Assessment Inventory (PAI), NeuroQuant ®, Urine/Salivary toxic (i.e., drug) screens, Quantitative Electroencephalography (QEEG)) will be charged to the retaining party and invoiced in the "Expenses" section.

6. My hourly rate automatically increases 5% each January 1st for open (i.e., ongoing) cases.

7. Unless agreed otherwise, I will consider myself retained in your matter based on verbal agreement. There is a standard non-refundable fee of \$3,500 to open a case which includes initial scheduling, creating a binder, opening a ledger memorialization of the initial contact(s) and intraoffice coordination. This may not be applicable to municipalities and other public (e.g. governmental) entities. If so, those services will be billed individually according to time expended.

8. 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. After initial review of the materials, I will have a conversation with the attorney before proceeding further with my work.

9. 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 any payment until services have been provided. For parenting evaluations, all estimated fees must be paid in advance. In parenting evaluations, I will return any funds provided in excess of the services rendered, or alternately, I will notify clients promptly if the funds have been exceeded.

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

11. Unless otherwise agreed in advance, an initial retainer of \$3,500 should accompany this Letter of Agreement or by other means of payment. Our office has the ability to make electronic transactions by debit and credit cards.

12. 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.

13. 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 acceptable unless you indicate otherwise. This practice reserves the right to request payment prior to finalization (e.g., signing) a report.

14. The Client agrees to remit payment for forensic psychiatric services in accordance with the terms specified in this agreement. In the event of non-payment beyond 90 days from the invoice date, the Client acknowledges that the Provider may initiate collection procedures, including but not limited to engagement of a third-party collection agency or legal action. The Client shall be responsible for any costs incurred as part of the collections process, including reasonable attorney's fees and associated expenses. Failure to remit payment may result in the suspension of further forensic psychiatric services until outstanding balances are resolved.

15. For the benefit of all, please routinely copy my assistant on all emails: olivia@fcpsych.com. Also, it is preferable to send us relevant materials (discovery documents, etc.) electronically in editable, searchable 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 48 hours' notice will be billed at the full fee. Please communicate any need to change appointments via email to the office via each of the email addresses: olivia@fcpsych.com, pete@fcpsych.com and richadler@fcpsych.com.

INSURANCE

Please note that I do not accept any form of insurance for clinical consultations or forensic work. My office is available to assist you in efforts to obtain reimbursement from third party insurers if applicable. If extensive documentation is required, reasonable fees for administrative support may be charged.

EMERGENCIES AND COVERAGE

Unless otherwise agreed, I am not a treating provider, nor will I establish a typical doctor-patient relationship. Should a consultee or examinee experience a psychiatric crisis or emergency, they must contact their mental health or medical provider. While a message may be left on my office voicemail after hours, there is no guarantee that I will receive this message or respond before the next business day. I do not arrange for out of office coverage.

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 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. The provisions in this agreement have been the result of forty (40) continuous and steady years in practice and are meant to assist in a smooth and efficient professional process.

Exceptions to the above may be offered by editing, dating, and initialing desired changes or deletions but such is not agreed to until I have cosigned and/or revised the agreement.

My date of engagement in any matter is considered to be when verbal or written agreement is provided, whichever is earlier. The date of retention is not necessarily the date of endorsement of this contract. Either party may terminate this relationship upon written notice (including email), but the retaining party shall remain responsible for all prior fees incurred.

If you have any concerns about any invoice, kindly bring it to my attention promptly. My practice will make every effort to resolve the issue promptly and satisfactorily. If that is not possible, it is agreed that the matter will be resolved by binding arbitration and the relevant venue for all contractual disputes will be the State of Washington.

Your signature below indicates that you have read this document, understand its contents, agree to the terms, and accept responsibility for the payment of fees. Please sign, date and return this Letter of Agreement to my office.

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

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

-
- ☐ **Check here if this matter requires my specialized knowledge and experience at the intersection of media, entertainment, psychiatry, and the law.**

Name

Title/Organization

Signature

Date

Richard S. Adler, M.D.

Date

Case Caption