



RICHARD S. ADLER, M.D.

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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 and Child and Adolescent Psychiatry. A copy of my resume can be found at my website: [www.RichardAdlerMD.com](http://www.RichardAdlerMD.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, mental health aspects of case strategy),
- Psychiatric evaluation for Personal Injury cases, Fitness for Duty, ADA (Americans with Disabilities Act), IDEA/IEEs and Special Education issues (particularly consultation to School Districts),
- Parenting Evaluations for Custody and Dependency Matters,
- Testamentary Capacity (Competency to Create a Will), and other Civil Competency issues,
- Criminal Issues such as Competency to Stand Trial, Diminished Capacity, Insanity Defenses and Mitigation.

### 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 simultaneously 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 8 years; the latter 4 years were spent in inpatient and outpatient private practice.

Since 1996, I have practiced in Seattle. 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 10 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, Seattle Public Schools, State of Alaska Public Defender, King County Juvenile Court, as well as numerous attorneys. I have testified in State and Federal Courts, a U.S. Naval Tribunal 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. In cases for which travel is necessary, I will not bill for more than an 8 hour day. 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 paralegal whose time is billed out at \$75 per hour. You will not be billed for more than 6 hours of these services without your explicit prior approval.
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. These services and the fees for same will not be incurred without your prior approval. 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 – but such charges will not be applied without your prior approval. 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.

5. For “clinical consultations,” my hourly fee is \$350. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

11. Fees for depositions and court appearances must be paid for 72 hours in advance. Fees are charged in half-day (4 hour) and full-day (8 hour) increments. In cases where there has been an underestimate for the time involved, prompt payment (10 business days) is expected.

12. 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.

#### 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 leave messages regarding a need to change appointments at my office number: (206) 624-3800.

#### INSURANCE

Please note that insurance policies do not cover forensic examinations and I do not accept any form of insurance for clinical consultations.

#### 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 can 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 him/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 any of 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 our working arrangement.

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

Your signature below indicates that you have read this document, that you have understood its contents, that you agree to these terms, and accept responsibility for payment of fees. Please sign and date and return to me. 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. A copy of this will also be provided to the examinee or their parent/guardian.

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(Attorney) Name

Title/Organization

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Signature

Date

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Richard S. Adler, M.D.

Date