

Tye F. Hunter, Ph.D., ABPP, PLLC
Board Certified Forensic Psychologist
Licensed Clinical Psychologist, Washington & Arizona
Diplomate, American Board of Professional Psychology
Fellow, American Academy of Forensic Psychology

Elmer Nordstrom Medical Tower 1229 Madison Street, Suite 1010, Seattle, WA 98104-1362 Tel:
(206) 386-2470 Fax: (206) 624-0482 Email: drthunter@mac.com Website: <http://www.drtyefhunter.com>

Forensic Retainer Agreement

Areas of Practice

I am a clinical psychologist with specialized training in Forensic Psychology, Clinical Psychology, Psychological Assessment, Parenting, Child and Family Issues, Chemical Dependency and Co-occurring Disorders, and Psychological Trauma as well the larger domain of clinical psychology.

I provide forensic psychological evaluations and expert opinion for a broad range of criminal, civil and family law applications, including civil litigation, psychological injury, litigation support and consultation, parenting evaluation in custody litigation and child protective matters, civil and criminal competencies, mitigation prior to sentencing, juvenile evaluations, and other psycholegal contexts including disability, and educational and workplace accommodation. For the past several years I have been retained by King County Superior Court to conduct forensic psychological evaluations on juvenile offenders in the Youth Service Division.

I have been a Designated expert witness in King County, Snohomish County, Pierce County, Okanogan County, Yakima County, Benton County, Clark County Washington Superior Courts, Sacramento County, California Superior Court, Maricopa County Superior Court, Arizona, Circuit Court of Loudoun County, Virginia and in U.S. District Court for the Western District of Washington (Federal Court), Civil and Criminal Divisions.

Education

I received Doctor of Philosophy in Clinical Psychology (1991) and Master of Arts in Clinical Psychology (1989) degrees from Fielding Graduate University, an American Psychological Association Approved Program in Clinical Psychology, and a Master of Counseling Psychology degree from Arizona State University (1981). I received a Bachelor of Arts Degree in Psychology from Eastern Washington University in 1977. I completed my pre-doctoral internship at Phoenix Camelback Hospital in Adult Inpatient Psychology. While at Fielding Graduate University, I received Honors recognition for my work in psychological assessment and graduated with at 4.0 GPA for both degree programs. In 2006, I received a Certificate of Proficiency in the Treatment of Alcohol and other Psychoactive Substance Use Disorders from the American Psychological Association Practice Organization College of Professional Psychology. In 2012, I became a Diplomate of the American Board of Professional Psychology and the American Board of Forensic Psychology in the specialty of Forensic Psychology.

Experience

Before developing my practice in Forensic Psychology, I obtained extensive experience in Clinical Psychology practice. Early in my career I became a Licensed Marriage and Family Therapist and I obtained extensive training in Family and Child therapy including a five-year externship through the Philadelphia Child Guidance Clinic in Structural Family Therapy. I developed State Approved training and supervision programs in Marriage and Family Therapy.

Upon completion of my doctoral training I continued for many years providing and supervising psychological assessment, psychological evaluation, and psychological treatment to a broad outpatient population in community mental health, with populations ranging from chronic mentally ill and severely disturbed children, to high functioning families and individuals. Throughout my career as a psychologist I have designed and administered internship training programs in Clinical Psychology, which have provided consultation, training and supervision to doctoral level clinicians in clinical psychology. I have provided psychological supervision and clinical consultation to a broad range of programs including outpatient child services, outpatient adult services, seriously behaviorally disturbed children and seriously mentally ill adults, deaf culture clinical services, mentally ill offenders, and other clinical programs. For five years, I was a member of a Community Protective Team for Child Protective Services tasked with reviewing cases and making recommendations for parental child abuse cases slated for termination of parental rights. I have been adjunct faculty at a variety of educational institutions and I have taught courses in research design and statistics, psychopathology, child development, psychological, personality, and cognitive assessment, and clinical consultation among others. I have conducted thousands of hours of supervision of doctoral level psychology students in practicum and pre-doctoral internship placements.

I have specialized training and experience in the treatment of acute traumatic stress and post-traumatic stress disorder. I have provided Critical Incident Response services to schools, major airlines, and banks, and presented to national organizations on traumatic stress.

I have Certificate of Proficiency in the Treatment of Alcohol and Other Psychoactive Substance Use Disorders granted by the American Psychological Association College of Professional Psychology and I assisted in the development of specialized programs to treat co-occurring mental illness and chemical dependency.

I began working in the field of psychology in 1976 as an outpatient therapist. I became licensed in the clinical field as a Marriage and Family Therapist in 1981 and as a Psychologist in 1992. I have more than thirty years of experience as a licensed mental health practitioner and more than twenty years as a licensed psychologist.

This depth and breadth of clinical experience is the foundation for my work in the domain of forensic psychology. Since 2006, I have received many hours of American Psychological Association (APA) approved continuing education specific to forensic psychology provided by the American Academy of Forensic Psychology. I completed the

rigorous steps required to become a Diplomate in Forensic Psychology of the American Board of Professional Psychology. This included completion of specialized forensic training, written examination in areas of law and psychology, rigorous review of work samples, and a final oral examination by Diplomated examiners. The ABFP diplomate process is described below.

American Board of Professional Psychology/American Board of Forensic Psychology

According to the American Board of Forensic Psychology, forensic psychology is a distinct specialty pertaining to the interface of psychology and the law. The receipt of the Diploma in Forensic Psychology from the American Board of Professional Psychology (ABPP) attests to the fact that an established organization of peers has certified the Diplomate as possessing a high level of professional competence and maturity, with the ability to articulate an explicit and coherent rationale for his or her work in forensic psychology. The ABPP diploma has been recognized by judicial decisions, regulations, and statutes in some jurisdictions, as the standard of professional competence in forensic psychology. The Diploma awarded by the American Board of Professional Psychology (ABPP) is the only post-doctoral specialty certification recognized in the American Psychological Association Directory. ABPP has been incorporated since 1947, and ABPP has rigorous standard for the credentials, work review and oral examination of applicants.

Fees and Fee Agreement

My fee is \$300 per hour for all forensic services which includes, but is not limited to, client and collateral interviews, testing, rigorous record review, telephone calls, letters, reports, attorney consultation, travel time, testimony preparation, and testimony. I may also utilize the services of an assistant whose time is billed out at \$100 per hour. Out-of-pocket expenses are billed as incurred.

Most evaluations require a typical advance retainer of \$6,000 based upon an estimate of twenty hours of work on the particular case. Parenting Evaluations may take about thirty hours of time spent to complete the evaluation, but may take substantially more time in complex cases with multiple parties or when travel is involved. In the course of an evaluation, I may require use of the services of consultants and experts such as medical doctors, psychologists, neuropsychologists, and legal consultants. Such consultation, including attendant fees, will occur only with prior approval from the referring party. Information relevant to the case may be shared with these consultants with the understanding that they will exercise the appropriate professional and legal standards regarding confidentiality and privilege.

I consider myself retained in a matter based on this signed agreement. There is an administrative fee of \$300 to begin a case, which is related to scheduling, creating a record, memorialization of the initial contact(s), and intra-office coordination.

Cases begin with an initial discussion and record review. **Attorneys are asked to provide me with a formal letter explicitly conveying the consultative question(s) to be addressed, and records, including legal documents to be reviewed.** When retained

by a private attorney's office, the contractual party is the attorney and not the examinee, even though actual funds may be paid by the examinee. Work product that is developed for a private attorney is considered privileged information to be disseminated at the discretion of retaining counsel.

Fees for depositions and court appearance must be paid 72 hours in advance. Fees are charged on an hourly basis for file review and preparation time and in half- day, \$1500.00, and full day, \$3000.00 increments for testimony at trial or deposition. Half days end at 12 noon and full days start any time beyond noon. Immediate payment is required for depositions and testimony when there has been an underestimate of time needed to avoid rescheduling after payment is made.

Insurance policies do not cover forensic evaluations; they are not medically necessary and they are not health care services. I do not accept any form of insurance for forensic consultations.

Missed Appointments

Appointment times are reserved in advance, 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 both the email and voice contacts above.

Late Payment

Payment is due when billed. Any accounts not paid within 30 days may accrue interest charged on the outstanding balance at a rate of 10% **per annum** from the date of the account until paid in full.

Emergencies and Coverage Disclaimer

As a forensic examiner, I do not establish a typical Doctor-Patient relationship. Should an examinee experience a crisis or emergency, he/she is referred to a mental health or medical provider.

To reach me during non-business hours, please contact my office phone number and email listed in the letterhead above. I typically give my cell number to retaining attorneys but not to examinees or to opposing counsel.

Confidentiality

Forensic evaluations are typically conducted for the purpose of generating a report that may be sent to one or more parties related to a legal proceeding. Evaluations may result in expert testimony taken at a deposition, or during a trial. Thus, the nature of examinee confidentiality in a forensic evaluation is considerably different from the confidentiality provided by a treating or clinical psychologist. Notifications regarding this issue, including the likely recipients of the finished report, will be provided to the examinee at the initiation of any evaluation.

Agreement

This is a standard agreement that may not apply to all situations. As such, it can be modified as needed. Should you not agree with any of the terms above, please contact me to discuss your concerns or the special circumstances of the assignment. Terms may be modified with agreement, with a date and initials for any items that may not apply to our working arrangement, and accompanied by a signed addendum.

My date of engagement in any matter is considered to be the date on which I was first contacted. Work begins upon the receipt of the retainer or contractual agreement for payment. Either party to this Agreement may terminate the expert-client relationship at will.

Your signature below indicates that you have read this document, understood its contents, agree to the terms, and accept responsibility for payment of fees. You have been sent two copies of this document. Please sign and date both and keep a copy for your files. If you have made changes or amendments that we have agreed upon, I will sign the document and send a copy or fax the final revision back to you.

Name and Signature

Title/Organization /Date

Tye F. Hunter, PhD, ABPP

Date