

DISCIPLINARY FILE  
ACTIVITY LOG

DATE	ACTION TAKEN	INT.
08/26/02	LOGGED ON ASI AND HTTS, SENT ACKNOWLEDGEMENT, FORWARD TO PROGRAM	D
10-31-02	<i>closure letter issued. closed</i>	<i>done</i>

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Profession: Psychology

License #: PY00000734

Name : Greenberg, Stuart A

Case #: 2002-08-0004

Description: Unprof - Fee Dispute

Docket #: N/A

Date Opened: 08/26/2002

Date Closed: 10/31/2002

Total Days: 66

Current Step = Closed No Investigation

Closure Reason: Closed Prior to Invest - Below Threshold

Step Name	Step Start	Step End	Step Due	Auth Days	Extend Days	Days Used	Days Remain	Next Step
Intake/Assess	08/26/2002	10/31/2002	11/04/2002	21	49	66	4	Closed No Investigation
Closed No Investigation	10/31/2002		10/31/2002	0	0	1	-1	

EXAMINING BOARD OF PSYCH

ASSESSMENT SYSTEMS, INC.

08-26-02

bj10303

REAL SYSTEM

V2.5.74

11:30:09 AM

INDIVIDUAL NAME

(JR, SR, III)

REFERENCE # PY00000734

LAST GREENBERG

SOC SEC NUM

FIRST STUART

MIDDLE A

+--ADDITIONAL INFORMATION-----+

SEX M = MARRIED =

RESIDENCE INFORMATION

OTHER NAME

CORP. OFFICER =

TRUST ACCOUNT

BIRTH PLACE

DATE 10-23-1947

PHONE:

COUNTY: 17

( ) -

LGL ST:

SCHOOL CODE

CE UNITS 0.00 REQD BY 10-23-2002

NOTES

+-----+

ORDER OF DISMISSAL ISSUED SERVED 4/93-\*ALL FILES SEALED\*PER 7/795ORDER ON FILE

+-----+

CURRENT STATUS: A E EXPIRATION DATE: 10-23-2002 FIRST ISSUE DATE: 02-04-1981

RENEWAL STATUS: Z LAST ACTIVE DATE: - - LAST RENEWAL DATE: 08-31-2001

COMPLAINTS O/C: 0/ 6 AUTHORITY:



*Health Professions Quality Assurance*

## Health Practitioner Verifying

License Number	Profession Type	Status	
PY00000734	Psychology	A	
Last-Name	First-Name	Mi	Birth-Date
GREENBERG	STUART	A	10/23/1947
Expire	Last Renewal	First License	
10/23/2002	8/31/2001	2/4/1981	



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

1300 SE Quince St • PO Box 47864 • Olympia, Washington 98504-7864

October 31, 2002

Stuart A Greenberg  
2815 Eastlake Ave E 220  
Seattle WA 98102-3007

Case No: 2002-08-0004PY

Dear Dr Greenberg:

The Examining Board of Psychology received a report about fees.

After careful consideration of the information received, the Examining Board of Psychology determined there was no cause for disciplinary action against your license. There did not appear to be a violation of laws relating to health care credentials..

Under the provision of RCW 18.130.095, we are required to notify you that you may submit a written statement about the report for the file. Your statements, along with other information in the file, are subject to public disclosure. The record will be released only upon a written public disclosure request. Under the provision of RCW 43.70.075, the state whistleblower law, we are unable to release the name of the person who filed the report or provide any information that could specifically identify the individual.

If you have any questions concerning the Examining Board of Psychology's determination, please feel free to contact the program at (360) 236-4912.

Sincerely,

Dave Mascher, Complaint Coordinator  
Health Professions Section Seven





STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

1300 SE Quince St • PO Box 47864 • Olympia, Washington 98504-7864

October 31, 2002

Case No: 2002-08-0004PY

Dear Ms.

Your report against Stuart A Greenberg has been assessed by the Examining Board of Psychology .

Chapter 18.130 RCW, Regulation of Health Professions - Uniform Disciplinary Act, explains the complaint and disciplinary process and defines conduct, acts and conditions that constitute unprofessional conduct. The Secretary of Health has the authority to take disciplinary action against a practitioner's license for unprofessional conduct. The Secretary of Health does not have the authority under the statute (jurisdiction) to resolve issues outside the listed violations.

After careful consideration of the information you sent, the Examining Board of Psychology determined not to pursue disciplinary action against Dr Greenberg's license to practice as a Psychologist. The closure of a complaint in no way indicates that the complaint filed was without merit.

The report was not pursued because it was below threshold

The Examining Board of Psychology has limited investigative and financial resources for the pursuit of complaints against health care providers. The Examining Board of Psychology may reconsider a complaint that has been closed only if additional relevant information is received.

State law requires the department to notify Dr Greenberg of your complaint. Your name and information that could specifically identify you were withheld under the whistleblower law, RCW 43.70.075.

If you should have any questions concerning the program's determination, please feel free to contact Janice Boden at (360) 236-4912.

Sincerely,

Dave Mascher, Complaint Coordinator  
Health Professions Section Seven



# CASE MANAGEMENT ASSESSMENT

DATE: Sept. 21, 2002

CASE NO: 2002-08-0004PY

Department of Health  
Health Professions Quality Assurance Division  
Health Professions Section 7  
Psychology/RC Program  
MS 7869  
(360)236-4910

## ASSESSMENT RECOMMENDED:

- Close (See closure reasons below)  
 Field Investigation (See request below)  
 Legal Review

### RESPONDENT ADDRESS:

### COMPLAINANT(S) ADDRESS:

GREENBERG, STUART A  
2815 EASTLAKE AVE E #220  
SEATTLE WA 98102-3007

SUMMARY OF COMPLAINT: In the course of their divorce, the psychologist performed an evaluation of the husband and wife. The wife needed additional evaluative time above the standard and did not object to incurring that additional cost. A year later, she objects to the costs and refuses to pay her bill.

PREVIOUS COMPLAINTS: YES  NO

BACKGROUND COMMENTS: Psychologist has been licensed since 1981. Because his practice is in forensics, the number of closed complaints on his record is not unusual.

POSSIBLE VIOLATIONS :

RECOMMENDATIONS: Close – below threshold – billing dispute

### CLOSED PRIOR TO INVESTIGATION:

How should case be closed?  (CNA1) No Jurisdiction  
 (CNA2) Below Threshold billing dispute  
 (CNA3) Does Not Appear To Be A Violation Of Law

PROGRAM MANAGER:  
(Please initial)

*LB* Date 10.28.02  
closed by Bd panel  
Lhl  
Harry  
Hanson

*2/2/4/4*

## CASE MANAGEMENT ASSESSMENT

BOARD ASSESSMENT:

REVIEWING BOARD MEMBER:

DATE:

DETERMINATION:

AAG PROSECUTOR:

PROGRAM MANAGER :

REQUEST FOR INVESTIGATIVE SUPPORT (MUST COMPLETE IF REQUESTING INVESTIGATION)

Please obtain the following information (notification, waiver, patient records, respondent explanation)

DATE RECEIVED:	
DATE ASSIGNED:	
PRIORITY:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>
INVESTIGATOR ASSIGNED:	

**ATTACHMENTS**

LICENSURE INFORMATION	YES	NO
LICENSE HISTORY	YES	NO
WRITTEN COMPLAINT	YES	NO
ADDITIONAL DOCUMENTS	YES	NO

DATE RETURNED FROM INVESTIGATIONS: \_\_\_\_\_

ACTION RECOMMENDED:

- Close (See closure reasons below)
- Legal Review
- NOC
- SOC
- STID

CLOSED AFTER INVESTIGATION:

How should case be closed?

- (CNA A) No Jurisdiction
- (CNA B) Below Threshold
- (CNA C) Evidence Does Not Support Violation
- (CNA D) Insufficient Evidence
- (CNA E) No Violation Determined
- (CNA F) Not A Violation At The Time The Event Occurred
- (CNA G) Risk Minimal And Not Likely To Reoccur
- (CNA H) Complainant Withdrew
- (CNA I) Care Rendered Was Within The Standard Of Care
- (CNA J) Conduct Was Within Standard Of Practice
- (CNA X) Complaint Unique Closure-Check File
- (CNA OC) Notice Of Correction

CLOSURE DATE:

PROGRAM MANAGER (PLEASE INITIAL):



# REQUEST FOR TIMELINE EXTENSION

## Instructions:

1. Please **Type** or **Print** Clearly
2. Review HTTS Manual and applicable Policies to determine the appropriate Requesting level, Approval level and time limits for your Extension Request.
3. Be sure to attach a copy of the Case Summary Report to the Request **before** forwarding for approval.
4. Ensure that there is adequate time to process your Request **prior** to timelines running out.
5. Check only one block within the appropriate Step for "Reason for Extension".
6. Use commentary from Block VI-a of this form in the "Comments" box when entering the approved Extension on HTTS.
7. Keep the original form of the approved Extension Request with the case file; send a copy of the completed approved form – with Case Summary Report – to the Operations and Support Services Office.

### I. CASE INFORMATION

Health Unit/Program: Psychology		Case #: 2002-08-0004PY	Docket #: (If Applicable)
Respondent Name (Last, First, MI) Greenburg, Stuart	Step Start Date 08/26/02	Previous Extensions This Step 0	No. Days Requested 49

### II. REASON FOR DELAY (Check the current Step, and the reason for the Delay)

<input checked="" type="checkbox"/> <b>Initial Assessment</b> <input type="checkbox"/> BMA - Board/Commission Member Availability <input type="checkbox"/> OTR - Other <input checked="" type="checkbox"/> KPA - Key Personnel not Available	<input type="checkbox"/> <b>Investigation</b> <input type="checkbox"/> MAI - Multiple Agency Involvement <input type="checkbox"/> ICC - Inter-related Concurrent Cases <input type="checkbox"/> KPA - Key Personnel not Available <input type="checkbox"/> RAI - Records Availability Issue <input type="checkbox"/> OER - Outside Expert Review <input type="checkbox"/> OTR - Other	<input type="checkbox"/> <b>Case Disposition</b> <input type="checkbox"/> OER - Outside Expert Review <input type="checkbox"/> ICC - Inter-related Concurrent Cases <input type="checkbox"/> KPA - Key Personnel not Available <input type="checkbox"/> BMA - Board/Commission Member not Available <input type="checkbox"/> OTR - Other	<input type="checkbox"/> <b>Adjudication (SOA)</b> <input type="checkbox"/> DPC - Due Process Continuance <input type="checkbox"/> KPA - Key Personnel Availability <input type="checkbox"/> CCC - Conflicting Concurrent Cases <input type="checkbox"/> OTR - Other
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### III. JUSTIFICATION FOR EXTENSION REQUEST: (All items must be addressed)

a. What is the cause of the delay?  
Program Manager out of office. Conference calls with Board Members not made.

b. What is the workplan to complete this Step (include dates for deliverables)?  
Conference call scheduled for Oct. 28<sup>th</sup>.

c. Other factors the Approving Authority should consider?

### IV. REQUESTOR AUTHENTICATION: (Name and authorization of person requesting the extension)

Kathy Devine NAME OF REQUESTOR	Administrative Assistant TITLE/DUTY POSITION OF REQUESTOR	ED's Initials (If Applicable)	10/25/2002 DATE
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STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
1300 SE Quince Street • Olympia, Washington 98504

August 26, 2002

Dear Ms. .

The Examining Board of Psychology has received your report concerning Stuart A. Greenberg.

Under the provision of RCW 18.130.150 of the Uniform Disciplinary Act, the Board is the agency within State government with legislated authority and responsibility to assure the delivery of safe and professional health care. The Board is empowered to investigate all allegations and complaints to determine whether such allegations are substantiated, and to take disciplinary or corrective action.

A file has been opened under the number 2002-08-0004PY. The Examining Board of Psychology is conducting an assessment of your report. You will be contacted upon completion of the assessment.

If you have any questions, please contact Janice Boden, Program Manager of the Examining Board of Psychology at (360) 236-4912.

Sincerely,

Betty Ingram  
Examining Board of Psychology  
Health Professions Section Seven

**PURSUANT TO RCW 43.70.075 it states in part; “The identity of a whistleblower who complains, in good faith, to the Department of Health about the improper quality of care by a health care provider, or in a health care facility, as defined in RCW 43.72.010, SHALL REMAIN CONFIDENTIAL...”**

**Therefore, it is our duty to see that the Complainant’s name or any information that may identify the complainant is *not* disclosed. Also, anything regarding the complaint is not to be disclosed.**

**Please be careful of what and how information is discussed concerning cases and complaints.**

RECEIVED

AUG 26 2002

HPS7

COMPLAINT FORM

Department of Health  
Health Professions Quality Assurance Division  
Examining Board of Psychology  
Post Office Box 47869  
Olympia, WA 98504-7869  
(360) 236-4928

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

(evening)

COMPLAINT INFORMATION

Please complete the following information concerning the individual(s) against whom you wish to register this complaint. This will help to avoid delay in processing your complaint. Please supply as much information as you can at this time. Thank you.

First and last name of person(s) your complaint is against:

*Stuart A. Greenberg Phd ABPP*

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Date(s) or time period of treatment or service.

*NOV, 2000*

Have you discussed this complaint with the psychologist? YES  NO  If so, with what response?

*I called and told his secretary I was disputing the additional bill of 1700.00 and to provide us with the documentation. She sent me only a copy of the bill and NO court documents!!!*

Stuart Greenberg, PhD, ABPP

2815 Eastlake Ave E, #220  
Seattle, WA 98102-3007  
(206)320-0044; Tax ID#91-1156654

# Statement

CHARGES AND PAYMENTS REC'D THROUGH

6/17/2001

BILL TO

*original  
Bill paid*  
↑

CASE NAME		AMOUNT DUE	AMOUNT ENC.
		\$879.70	

DATE	DESCRIPTION	QTY	AMOUNT	BALANCE
05/18/2001	Balance forward			1,742.24
06/11/2001	PMT #4943 - Rec'd from		-871.12	871.12
06/17/2001	INV #FC 1876 - Finance Charge		8.58	879.70

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
8.58	17.01	16.84	16.68	820.59	\$879.70

*overcharged  
w/out  
notice!!!*

## STUART A. GREENBERG, PhD, ABPP

Diplomate in Forensic Psychology, American Board of Professional Psychology  
Board of Directors/Treasurer, American Board of Forensic Psychology  
Fellow/Board of Directors/Treasurer, American Academy of Forensic Psychology  
Clinical Assistant Professor, University of Washington  
Departments of Psychology and of Psychiatry & Behavioral Sciences

2815 Eastlake Avenue East, Suite 220  
Seattle, Washington 98102-3007  
Phone (206) 320-0044  
Fax (206) 320-7733  
E-mail STUART@U.WASHINGTON.EDU

### POLICY STATEMENT GOVERNING THE PROVISION OF FORENSIC EXAMINATION SERVICES

**CLIENT.** Although this statement is written as information for a person who is being interviewed or examined in a forensic matter, note that the retaining attorney and not any claimant, litigant, or other person or party is to be considered the client of Dr. Greenberg. The attorney is the financially responsible party in such forensic matters.

**DEFINITION.** A forensic psychological service is an examination or consultation that is undertaken for potential legal, administrative, or personnel purposes and in the anticipation of possible litigation. Fee arrangements, if applicable, are described in a separate statement. Please read this policy statement carefully and show it to your attorney.

**SERVICE.** Sessions typically start at 10 minutes past the hour; full sessions are typically in multiples of "50 minute" hours; and additional time shall be scheduled for testing. Dr. Greenberg's time and service is as an independent forensic examiner and consultant. Dr. Greenberg may form and provide findings, impressions, opinions, conclusions, and recommendations regarding the forensic issue at hand. This consultation is not for the purpose of therapy and is not legally protected as a therapist/patient relationship.

Dr. Greenberg shall not necessarily write a report or provide testimony on your behalf or shall not necessarily advocate for any particular outcome that you support or desire. To the contrary, his findings, impressions, opinions, conclusions, and recommendations are independent and may be adverse and detrimental to you and to your legal position. Dr. Greenberg may provide legal statements and testimony that are adverse to the outcome that you support or desire.

**CONFIDENTIALITY.** The laws of the State of Washington require that most issues discussed in the course of professional therapeutic contact with a psychologist are privileged. However, since this is a forensic context, that therapeutic privilege is not applicable. Dr. Greenberg shall accumulate and exchange any and all information with any person that Dr. Greenberg reasonably believes may be relevant to this consultation. This release also includes Dr. Greenberg's use of professional test scoring services and other professional consultation as deemed advisable by Dr. Greenberg. Be aware that the law requires Dr. Greenberg to disclose privileged information in situations of suspected child or elder abuse, of potential harm to oneself or another, and in instances where the court shall order the disclosure of privileged information and shall subpoena records.

**RESULTS.** Written reports are not always necessary but may be requested by an attorney or the court. Written reports may require weeks to prepare because report writing usually takes at least four to eight hours per adult involved and is scheduled just as an appointment. Report preparation and writing time shall only be scheduled after tests and written materials have been returned, adequate information has been provided, and all related accounts are paid in full including all estimated charges for the report(s) or testimony. It is your responsibility to comply with the preceding requirements so as to allow Dr. Greenberg adequate time to prepare and provide results and other legal consultations. Although the attorney will be billed, the additional costs for cancellations or failing to follow these procedures may wind up being at your expense.

Because of the provisions of the Code of Ethics of the American Psychological Association, Dr. Greenberg is not permitted to provide to you copies of psychological tests themselves nor copies of the interpreted results of those tests, except through the legal process. However, after the examination is completed, you may schedule an additional session at no charge with Dr. Greenberg for the sole purpose of receiving feedback regarding the results of the psychological testing of yourself and your children. Dr. Greenberg shall provide up to 50 minutes of interview time for this purpose at no charge. Please also note that because the information compiled for forensic reports is generally derived from a wide variety of sources, the resulting database may contain inaccurate information. If there are any corrections required in a report, please do not wait until the above session to inform this examiner of any corrections. Notify this office immediately and indicate in writing any information that you feel is inaccurate. An addendum to the forensic



report with your corrected information will be made available as soon as possible and at no charge.

**GUIDANCE.** Dr. Greenberg does not give legal or psychological advice: legal advice and strategy are the province and area of expertise of your attorney and psychological guidance is the province and area of expertise of your therapist. Consult with your attorney or therapist before taking any action that might have legal or therapeutic implications.

**EMERGENCIES.** The 24 hour office phone number may be used to leave messages about a crisis or an emergency that may require re-scheduling of an appointment. However, Dr. Greenberg's office is not expected or intended to respond to clinical or legal emergencies and it is unlikely that Dr. Greenberg will get the message and return a phone call until the next business day. The role of Dr. Greenberg in a forensic examination is incompatible with that of providing therapy. The provision of therapy (of which crisis intervention is a type) is not part of the service of the forensic examination for which you or an attorney are contracting. Keep available the phone number of your area's crisis clinic (461-3222 in greater Seattle) and your therapist or attorney in the event of a clinical or legal emergency.

**AGREEMENT.** There are no oral agreements that may supersede this written policy statement on this matter. Any modification of the terms of this statement must be in writing and must be signed by Dr. Greenberg and yourself or your attorney. Should Dr. Greenberg, at his sole discretion, choose to waive any requirement under the terms of this statement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this statement. Dr. Greenberg, in agreeing to provide this examination or consultation, is specifically relying on your agreement to abide by each of the terms of this statement. By proceeding with the examination, you are consenting to do so. Please consult with your attorney if you have any questions about any aspect of this forensic examination process.

Sincerely,

*Stuart Greenberg*

Stuart A. Greenberg, PhD, ABPP  
Licensed Psychologist  
Diplomate in Forensic Psychology  
American Board of Professional Psychology

I:\book\forms\foreval pul. version of December 1, 1999. printed October 24, 2000

provided  
no  
verbal or written  
that he was  
doubling our  
bill!!

THE PRINCE LAW FIRM, P.S.  
UNION BANK OF CALIFORNIA CENTER, SUITE 3250  
900 FOURTH AVENUE  
SEATTLE, WASHINGTON 98164-1005  
Web Site: <http://425.com/law/prince.htm>  
E-Mail: [law@425.com](mailto:law@425.com)

Robert E. Prince  
Frances Turean

COPY RECEIVED  
Telephone (206) 382-0000  
Fax (206) 382-9100  
RECEIVED BY  
Doyd F. Buckingham  
1000

October 12, 2000

Joan Ward, MSW  
2133 Third Avenue, Suite 107  
Seattle, Washington 98121

Re: Dissolution

Dear Ms. Ward:

Thank you for your letter of October 10, 2000. I have sent several letters to Mr. \_\_\_\_\_ indicating your request for psychological testing, and I am agreeable to either Dr. Greeburg or Dr. Hedrick.

The ball, unfortunately, lies in Mr. \_\_\_\_\_ court, and we are anxious to get this process started. I have spoken with Dr. Greenburg, and I do not believe he would have any problem in preparing a psychological assessment on both parties. Marsha Hedrick, right now, may be back-up.

I will keep you advised.

Very truly yours,

Robert E. Prince

REP:mev  
cc:

C:\My Documents \correspondence\ward 101200 rep.doc



October 12, 2000  
Page 2.

Boyd:

We are willing to start at any time with Dr. Greenburg or Dr. Hedrick.

THE PRINCE LAW FIRM, P.S.  
UNION BANK OF CALIFORNIA CENTER, SUITE 3250  
900 FOURTH AVENUE  
SEATTLE, WASHINGTON 98164-1005  
Web Site: <http://425.com/law/prince.htm>  
E-Mail: [law@425.com](mailto:law@425.com)

Robert E. Prince  
Frances Turean

Telephone (206) 382-0000  
Fax (206) 382-9109

October 19, 2000

COPY RECEIVED  
OCT 20 2000  
RECEIVED BY  
Soyd F. Buckingham

Stuart Greenberg, Ph.D., ABPP  
2815 Eastlake Avenue East, Suite 220  
Seattle, Washington 98102-3007

Re:

Dear Dr. Greenberg:

Joan Ward is doing a parenting evaluation as it relates to  
This is a very conflictual dissolution at this point, and Joan Ward  
wanted a psychological assessment done on each party.

Would you please advise us as to your cost and if you could do the assessment  
within the next two months.

Please advise. Thank you.

Very truly yours,

Robert E. Prince

REP:mev  
cc:

THE PRINCE LAW FIRM, P.S.  
UNION BANK OF CALIFORNIA CENTER, SUITE 3250  
900 FOURTH AVENUE  
SEATTLE, WASHINGTON 98164-1005  
Web Site: [ht://425.com/law/prince.htm](http://425.com/law/prince.htm)  
E-Mail: [law@425.com](mailto:law@425.com)

Robert E. Prince  
Frances Turean

Telephone (206) 382-0000  
Fax (206) 382-9109

October 31, 2000

Joan Ward, MSW  
2133 3<sup>rd</sup> Avenue  
Suite 107  
Seattle, WA 98121

Re: Dissolution

Dear Ms. Ward:

I have enclosed a copy of a recent order signed by Judge Bonnie Canada-Thurston relating to our motion for expanded residential time between and the two children. I have also enclosed statements from Dr. Broughton and Douglas Bartholemew, as well as our motion.

As you will note, it has been agreed that Dr. Greenberg's fee of \$1700 will be withdrawn from the joint account and paid to him this week.

If you should have any questions, please advise.

Sincerely,

Robert E. Prince

REP:pr  
Enclosures  
cc:

THE PRINCE LAW FIRM, P.S.  
UNION BANK OF CALIFORNIA CENTER, SUITE 3250  
900 FOURTH AVENUE  
SEATTLE, WASHINGTON 98164-1005  
Web Site: <http://425.com/law/prince.htm>  
E-Mail: [law@425.com](mailto:law@425.com)

Robert E. Prince  
Frances Turean

Telephone (206) 382-0000  
Fax (206) 382-9109

October 31, 2000

COPY RECEIVED  
NOV 01 2000  
RECEIVED BY  
Boyd F. Buckingham

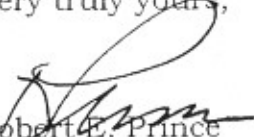
Stuart A. Greenberg, Ph.D., ABPP  
2815 Eastlake Avenue East, Suite 220  
Seattle, Washington 98102-3007

Re: Psychological Assessment

Dear Dr. Greenberg:

Please find enclosed our check for \$1700 from the . in order that you may proceed with your psychological assessment pursuant to the request of parenting evaluator Joan Ward.

Very truly yours,

  
Robert E. Prince

REP:pr  
Enclosure  
cc:

Invoice submitted to

July 1, 2001  
In Reference To

Dissolution/Acct.

Professional services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/19/01- Telephone call from client	0.17 95.00/hr	16.15
6/20/01- Review fax from client and pull file	0.17 95.00/hr	16.15
- Review Dr. Greenberg's bill, prepare letter to client with same	0.25 95.00/hr	23.75
For professional services rendered	0.59	\$56.05
Interest on overdue balance		\$0.16
Total amount of this bill		\$56.21
Previous balance		\$16.15
Balance due		\$72.36

RECEIVED

AUG 26 2002

HPST

Here  
our documents  
Dr Greeberg  
would  
provide  
me!

IMPORTANT MESSAGE

FOR Stu  
DATE 8/7/02 TIME 11:40  A.M.  P.M.  
M \_\_\_\_\_  
OF \_\_\_\_\_  
PHONE \_\_\_\_\_  
AREA CODE \_\_\_\_\_ NUMBER \_\_\_\_\_ EXTENSION \_\_\_\_\_

TELEPHONED	<input checked="" type="checkbox"/>	PLEASE CALL	
CAME TO SEE YOU	<input type="checkbox"/>	WILL CALL AGAIN	
WANTS TO SEE YOU	<input type="checkbox"/>	RUSH	
RETURNED YOUR CALL	<input type="checkbox"/>	SPECIAL ATTENTION	

MESSAGE would like a copy of the agreement that they signed, she is disputing her bill. Atty. was Bob Prince, and she does not believe they agreed to more than \$1700.00.

SIGNED KWA

2815 Eastlake Ave E, #220  
 Seattle, WA 98102-3007  
 (206)320-0044; Tax ID#91-1156654

CHARGES AND PAYMENTS REC'D THROUGH

8/6/2002

BILL TO

CASE NAME		TERMS	AMOUNT DUE	AMOUNT ENC.	
		Due on receipt	\$1,000.77		
DATE	DESCRIPTION	QTY	AMOUNT	BALANCE	
10/31/2000	Balance forward			0.00	
11/10/2000	PMT #1038 - Retainer rec'd from Prince Law Firm via		-1,700.00	-1,700.00	
11/15/2000	test scoring and interpretation -	1.4	350.00	-1,350.00	
11/16/2000	Case Manager-Assistant Time to review documents, summarize records, and prepare time-line.	0.8	25.60	-1,324.40	
11/20/2000	test scoring and interpretation -	1.1	275.00	-1,049.40	
11/21/2000	Case Manager-Assistant Time to review documents, summarize records, and prepare time-line.	0.5	16.00	-1,033.40	
11/27/2000	Case Manager-Assistant Time to review documents, summarize records, and prepare time-line.	0.2	6.40	-1,027.00	
12/14/2000	Preparation; Forensic Services (SG)	1	250.00	-777.00	
12/14/2000	Assessment - Forensic Services (SG)	1	250.00	-527.00	
12/14/2000	Assessment - Forensic Services (SG)	1	250.00	-277.00	
12/20/2000	Preparation; Forensic Services (SG)	0.5	125.00	-152.00	
12/20/2000	Assessment - ; Forensic Services (SG)	1.2	300.00	148.00	
12/20/2000	Assessment - ; Forensic Services (SG)	0.7	175.00	323.00	
12/20/2000	test scoring and interpretation (Susan)	0.2	50.00	373.00	
01/02/2001	Preparation of Reports and Correspondence (SG)	3	750.00	1,123.00	
01/04/2001	Preparation of Reports and Correspondence (SG)	0.2	50.00	1,173.00	
01/09/2001	Preparation of Reports and Correspondence (SG)	2	500.00	1,673.00	
02/17/2001	INV #FC 1829 - Finance Charge		18.71	1,691.71	
03/19/2001	INV #FC 1839 - Finance Charge		16.68	1,708.39	
04/18/2001	INV #FC 1845 - Finance Charge		16.84	1,725.23	
05/18/2001	INV #FC 1872 - Finance Charge		17.01	1,742.24	
06/11/2001	PMT #4943 - Rec'd from		-871.12	871.12	
06/17/2001	INV #FC 1876 - Finance Charge		8.58	879.70	
07/31/2001	INV #FC 1885 - Finance Charge		12.71	892.41	
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
801.88	19.38	0.00	9.57	169.94	\$1,000.77

DSM IV V62.89 CPT 90899  
 Forensic Psychological Services

Stuart Greenberg, PhD, ABPP

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 Seattle, WA 98102-3007  
 (206)320-0044; Tax ID#91-1156654

# Statement

CHARGES AND PAYMENTS REC'D THROUGH

8/6/2002

BILL TO

CASE NAME		TERMS	AMOUNT DUE	AMOUNT ENC.	
		Due on receipt	\$1,000.77		
DATE	DESCRIPTION	QTY	AMOUNT	BALANCE	
08/31/2001	INV #FC 1887 - Finance Charge		9.10	901.51	
09/15/2001	INV #FC 1940 - Finance Charge		4.43	905.94	
10/15/2001	INV #FC 1941 - Finance Charge		8.92	914.86	
11/14/2001	INV #FC 1942 - Finance Charge		9.01	923.87	
12/14/2001	INV #FC 1987 - Finance Charge		9.10	932.97	
01/19/2002	INV #FC 1998 - Finance Charge		11.05	944.02	
03/19/2002	INV #FC 2054 - Finance Charge		18.32	962.34	
04/18/2002	INV #FC 2077 - Finance Charge		9.48	971.82	
05/18/2002	INV #FC 2085 - Finance Charge		9.57	981.39	
07/17/2002	INV #FC 3108 - Finance Charge		19.38	1,000.77	
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
801.88	19.38	0.00	9.57	169.94	\$1,000.77

DSM IV V62.89 CPT 90899  
 Forensic Psychological Services



# STUART A. GREENBERG, PhD, ABPP

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## FEE AGREEMENT FOR ATTORNEYS SEEKING PARENTING EXAMINATION AND FAMILY LAW RELATED FORENSIC SERVICES FOR THEIR CLIENTS

**CLIENT.** The retaining attorney(s), and not any litigant, party, third party, or insurance company, is the client of Dr. Greenberg, unless Dr. Greenberg agrees otherwise in writing. The client is the financially responsible party. The client shall pay the fees for all time and services, whether the time is spent or the service is initiated by that client, a party, another attorney, the court, Dr. Greenberg, or other persons or agencies relevant to the matter. Since Dr. Greenberg is retained as an independent expert, this includes financial responsibility even if time is spent on activities that are perceived to be adverse to the interests of the client or another party. Should the client seek reimbursement of any fees from a litigant, another attorney, or other third party, it is the client's responsibility to inform those parties that their financial obligation is to the retaining attorney(s) and not to Dr. Greenberg.

**FEES and PAYMENTS.** Timely payment for all services covered by this statement is required. Fees for service shall include, but not be limited to, charges for consultations, interviews, examination appointments, collateral appointments, broken and canceled appointments, testing, test scoring, test interpreting, reviewing printed materials, preparing and providing reports, affidavits, and testimony, and staff and research assistant time. No matters are accepted on a contingent or "flat fee" basis.

Dr. Greenberg's fee is \$250.00 per hour for time reserved for services provided in office, \$300.00 per hour for reserved time after regular office hours or outside of the office, door-to-door, and \$350.00 per hour for all legal proceedings, including time reserved to provide declarations, affidavits, depositions, and testimony. Unscheduled telephone consultations, and scheduled telephone consultations that are missed or broken, are billed at a rate of \$25.00 per tenth of an hour. The fee for all time and services by Jennifer Keilin, MSW, is \$60.00 per hour for services provided in our offices, \$80.00 per hour for services provided after normal business hours or outside of our offices, and \$150.00 per hour for legal proceedings. The fee for other staff time spent in forensic matters is billed at \$35.00 per hour. There will be a charge of \$.20 per page, plus handling, messenger, shipping, and long-distance charges, for all copying, faxing, and delivering of materials.

Because examinations, declarations, affidavits, depositions, consultations, and testimony require considerable preparation time and the reservation of multiple hours, the client is responsible for the time that is reserved for all services. Services must be requested and documents must be received at least one week prior to when the service is needed or the document review is due. Late requests are likely to require after-hours work at the after-hours rate. Time for depositions and testimony will not be reserved until payment for the requested time is received by either the deposing party or the retaining party.

**RETAINER.** There is a minimum retainer of \$3000 for each of the first two adult parties in the matter plus \$1500 for each additional adult to be examined plus any estimated travel expenses. Regardless of the original source of the funds, the retainer will be credited to the account of the retaining attorney(s). The retainer is to be paid before Dr. Greenberg may be identified as having been consulted with, retained, or declared as an expert witness in the matter. Appointments with Dr. Greenberg will be canceled without notice if this retainer is not paid at least 10 business days before the first appointment or service. The retainer is a credit balance against which fees shall be charged. Of the retainer, a minimum charge for two hours of Dr. Greenberg's time is non-refundable should the consultation or examination service be canceled or not completed for any reason at any time by anyone other than Dr. Greenberg. Dr. Greenberg shall return any unused remaining portion of the retainer to the client(s) promptly when notified by the client in writing that Dr. Greenberg's services will no longer be required in the matter.

The actual final cost of forensic services in any particular case varies tremendously depending on the amount of time spent by Dr. Greenberg, the amount of contact with the parties and any attorneys, the number of other persons to be included, the amount of information to be read, and the degree of complexity of the matter and of the examination report. Dr. Greenberg's fees may substantially exceed the initial retainer. Counsel should anticipate that additional

retainers may be required. Additional retainers and fees shall be paid promptly when requested by Dr. Greenberg. Services will be suspended or terminated if retainers or fees are not paid when requested. Testimony, reports, and opinions will not be offered, written, or released until account balances are current and retainers have been paid.

Payment is due and payable at the time of service. Payment due that exceeds any remaining retainer credit balance is to be made promptly upon receipt of monthly billing statements. Service charges will accrue at 1.0% per month (or a minimum service charge of \$2.00 per month), but not to exceed the amount permissible by law, on any balance not paid within 30 days after the charge was incurred. Should a check be returned by the bank for any reason whatsoever, a \$25 returned check fee will be due.

**DISCOUNT.** At the end of the matter and in appreciation for timely payment, there will be a 5% discount on the final billing of the total of all of Dr. Greenberg's hourly billing charges (not testing, staff, or expense charges) if payment for each prior month's billing was received by this office within 25 days of each billing date.

**FINANCIAL RESPONSIBILITY and THIRD PARTY PAYMENTS.** The client assumes and retains complete financial responsibility for all of the fee obligations contained under this agreement, even if reimbursement of these fees are the ultimate responsibility of another party. All parties should note that health insurance does not usually cover forensic examinations and that the intent to seek health insurance coverage is not a substitute for the financial obligations described herein. Most physical health and mental health insurance is intended for the provision of treatment and does not usually cover forensic services. Under Washington law, the misrepresentation of a service by a provider to an insurance company in the attempt to obtain coverage for an otherwise uncovered service may constitute a felony. All of Dr. Greenberg's billings will clearly state that a forensic service has been provided in this matter. Should an insurance company, nevertheless, choose to provide coverage to an insured for a forensic service, and should an insurance company or any other third party provide payment directly to Dr. Greenberg, the acceptance of such payment by Dr. Greenberg shall be construed only as payment having been made by a third party on the behalf of the financially responsible party and shall not be construed as an indication that the third party is or has become the financially responsible party, or that the third party has become a client of Dr. Greenberg, nor as an indication that therapy has been provided by Dr. Greenberg to anyone in this matter.

**APPOINTMENTS and CANCELLATIONS.** Because the scheduled appointment time is held exclusively for one person or task, advance notice of cancellation is required. The client shall keep Dr. Greenberg advised of any cancellation or postponement in any scheduled appointment. There will be a cancellation charge of two hours if an appointment for psychological testing is canceled with less than three business days notice. Cancellation charges for all other cancellations and broken appointments are calculated as per the table below:

Amount of Time Reserved For Consultation or Examination	Amount of Business Days' Notice of Cancellation Provided	Amount of Charge For Canceled Time
one hour or less	one full business day (24 hours)	no charge
	less than 24 hours notice but more than two hours notice	one-half charge
	less than two hours notice or no notice	full charge
more than one hour: less than five hours	three full business days (72 hours)	no charge
	less than three business days notice but more than 24 hours notice	one-half charge
	less than 24 hours notice or no notice	full charge
five hours or more	five full business days	no charge
	less than five business days; but more than three business days	one-half charge
	less than three business days or no notice	full charge

Because Dr. Greenberg participates in many forensic matters, there may be occasions when he may have to reschedule an appointment with minimal notice because he is required to participate in another legal matter. If Dr. Greenberg fails to give notice of at least 48 hours that he cannot keep an appointment, a replacement appointment shall be provided at no charge.

**COLLECTION.** If an account is due for 60 days, it may be sent for collection. The responsible party shall pay all reasonable costs of collecting the bill, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney's fees, and court costs. The 50% collection agency charge shall be added to the bill and shall become part of the financial responsibility at the time the account is sent to the collection agency. In the event that legal action is instituted to collect fees and charges, the responsible party shall pay all additional reasonable costs and fees resulting from the suit, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney's fees, and court costs. Any such suit shall be filed and the matter shall be properly heard in King County, Washington.

**TERMINATION.** Dr. Greenberg may immediately and without prior notice terminate his services and his contacts with anyone at any time he has reason to believe that any party is not fully complying with the provisions stated herein or with the orders of the court. Since Dr. Greenberg is retained by the attorney(s) and his professional liaison with the court is an attorney, Dr. Greenberg may, at his sole discretion, immediately terminate his service if any party related to this matter is not or ceases to be represented by counsel. Subject to the "Fees and Payments" and "Appointments and Cancellations" provisions as stated above, this agreement may be terminated at-will by either the retaining attorney(s) or Dr. Greenberg at any time. No services, including but not limited to consultations, reports, opinions, or testimony, will be provided after Dr. Greenberg's services are terminated.

**AGREEMENT.** This statement shall be considered an agreement between Dr. Greenberg and the retaining attorney(s) unless Dr. Greenberg agrees otherwise in writing before any services are provided. All agreements and contracts with Dr. Greenberg are in writing. No oral agreements may supersede this written agreement on this matter. Any modification of this agreement must be in writing and signed by Dr. Greenberg. Should Dr. Greenberg, at his sole discretion, choose to waive any requirement under the terms of this agreement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this agreement or any other contract. Dr. Greenberg, in agreeing to provide this service, is specifically relying on the client's agreement to abide by each of the terms of this agreement.

Stuart A. Greenberg, PhD, ABPP  
Licensed Psychologist  
Diplomate in Forensic Psychology  
American Board of Professional Psychology