

# BENJAMIN J. ALBRITTON, PSY.D.

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8411 Preston Rd., Suite 675  
Dallas, Texas 75225  
214 / 265-1400  
FAX 214/265-1425

Clinical Psychology

## **READ ME FIRST:**

### **AN INFORMAL NOTE ABOUT WHAT POLICIES AND PROCEDURES TO ANTICIPATE IN THE FORENSIC PSYCHOLOGICAL EXAMINATION OF A PERSONAL INJURY**

This note is an informal attempt to let you know what to expect from this forensic examination process so that you can consent to proceed. It covers a description of the basic procedures of a "typical" examination where a personal injury is alleged, some possible negative outcomes of the examination, and my role and legal status as an independent forensic expert. Please ask me and your attorney about any questions or concerns that you may have about this examination at any time.

So that you know something more about the examiner professionally, there is a copy of the examiner's resume (Curriculum Vitae), and biographical sketch in your folder. Please take it home and read it when you have time. While I do provide therapy, I do not think it is a good idea for you to be the examiner's therapy patient while the forensic evaluation is being conducted. However, do not be reluctant to get therapy elsewhere during the examination because you fear that being in therapy may reflect badly on you. I want you to know that I do not hold that opinion. If you are feeling the weight of the current situation, I strongly advise you to get some therapeutic assistance for yourself. If you take care of yourself, you will be better able to cope with the pressures of the situation.

Expect that you will be asked to consent to the forensic examination and to agree to a release and exchange of information. The consent allows me to read your records and to discuss you and your legal case with other persons who might be relevant collateral sources of information. As with your examination, these consultations are not confidential in that the examiner may wind up testifying about the results. You are releasing the examiner and these collateral sources from all liability for these consultations. It is partly in this reading of records and in the making of these collateral contacts with other persons that a forensic examination differs from a clinical evaluation and from therapy.

Usually during your first day at the office, after you understand the nature of the examination and consent to proceed, you may be asked to complete the "in-office" examination inventories and to take home the remainder of the inventories. As you will see, the examination process itself is designed so that you do as much of the time-consuming work as possible outside of the interviews. One example of this approach is

the use of the Forensic History Questionnaire which you will probably be asked to complete at home. By returning this "take-home" inventory to the office at least two days before your next interview, you give the examiner the opportunity to become familiar with your background without having to spend as many hours of your interview time getting this information from you.

Typical examinations include testing plus at least two half-day interview sessions. I will discuss the background information you have provided and the issues that are relevant to the situation and the examination. The examination will cover what your life was like before the events in question happened, what the events were like for you, how you have been doing since then, and how you are likely to be doing in the future. When the examination is completed, the examiner will report his impressions and recommendations to the attorney who retained me. I recognize that my impressions and recommendations may be very important to you. However, please do not ask me to try to give you an opinion until I have had a full opportunity to consider all sides, review the psychological test results, fully review the file, and make my report to the attorney. The reason that I make my report to the attorney who retained me is that the attorney, and not you, is my client. You are the client of the attorney who you retained. If I am evaluating your child I will gather the same data and follow the same procedures, to the extent they are age-appropriate. By signing the consent and acting as the child's legal representative you are consenting to the same procedures and process outlined for an adult.

The examiner will review whatever relevant background information is provided by you or the attorney(s). Whether your attorney or the opposing counsel retained me, you will be administered the same standard battery of psychological tests, inventories, and questionnaires. Additional background reading and assessment may also be required depending on the issues raised. The more serious or complicated the allegations or complaints, the more time the interviews usually take. Consulting with and doing extra tasks involving your attorney, other agencies, and other professionals, arranging drug screening tests, reading documents, where relevant making home and school visits, interviewing your friends, neighbors, and relatives, writing reports and preparing and providing depositions and court testimony all take substantial time. Emergencies and crises during this time are to be handled by you, by your attorney, or by your therapist.

Please remember, no verbal or written report will be prepared or issued and no testimony will be provided until all fees are paid in full by the attorney(s). The examiner is retained by them and they are the clients of the examiner. The examiner will not go to court to testify when I am owed a large bill, because it might be argued to have influenced my judgment. Your attorney has been given a copy of our fee statement. Please feel free to discuss the fee agreement with your attorney, in case you are ultimately responsible for reimbursing your attorney for the cost of this examination. If you are not in agreement with any of these positions, please discuss it with the examiner and with your attorney as soon as possible.

The examiner's oral or written report will focus primarily on the areas of the examination that he thinks are the most relevant to the alleged injury, impairment, and

disability. The records and report, if I write one, are only available to you through the legal process and not from us directly. If you would like more feedback on the results of your examination, and there are not legal or ethical restrictions preventing me from doing this, the examiner will gladly share the rest of the test results with you after the legal matter is completed. As long as this feedback session is limited to my sharing with you the results of the psychological testing of yourself, there will be no charge for that additional session. If you wish to question the examiner about the reasons for my opinions and recommendations, please have your attorney schedule a deposition so that the other attorney may also be present.

Read all the documents I give you with special care and show them to your attorney. I wish to emphasize a common theme that will run throughout your contact with this office: my role in this examination is not to be "your expert" or "your witness" or the opposing counsel's witness but rather to be the "court's expert," even if the examiner is not formally court appointed. The examiner's essential role is to assist the court. This is true regardless of who contacted me, who retained me, and who paid for the examination. You should know that because of this and in the interest of obtaining testimony that is without duress, most courts have held that expert witnesses are granted immunity from civil liability in all aspects of their role as expert evaluator and expert witness, even if the expert makes mistakes. This is to help protect experts from having to examine and testify under coercive pressures.

Please do not try to control the process or the outcome of this examination. Consider this forewarning in the light that the examiner is very likely to form at least some impressions about you and to interpret some of your psychological test results in a way that you may find painful to hear and that you may think are inaccurate, as they may well be. This is not an exact process or science. There are at least four general aspects of this process that you may find upsetting and painful: 1) re-living the original events as part of the examination process, 2) being asked about very personal and private aspects of your life, 3) hearing the results of the examination-some of which are very likely to be negative, and 4) having other people be informed about very personal aspects of your life in a very public forum as part of the examiner's report, deposition, and testimony.

As may be apparent, these policies, procedures, and contracts are intentionally designed to allow the examiner to be as legally, professionally, and financially independent of you as possible. In this way the examiner maintains his/her personal integrity and you potentially have a witness that has credibility with the court. If you are seeking an expert who is willing to agree to be an advocate for you or for your position before he or she objectively reviews the case materials and thoroughly examines you, then please reconsider my services. I know this may sound ominous, but I feel it is better that you know "up front" what it is that you are getting into-especially the risks. I do my best to provide you an independent, neutral, objective examination. This is quite different from your discussing problems with a therapist who is trying to help you via support and understanding. The forensic expert's task is to help the court and not your individual cause or legal position.

You may decide after reading these forms and considering these policies that you do not want to be evaluated or do not want to be examined by me. If you feel that way, please tell us and please tell your attorney.

We look forward to proceeding with you on this examination.

Sincerely,

Benjamin J. Albritton, Psy.D.  
Psychologist

**BENJAMIN J. ALBRITTON, PSY.D.**  
**Psychologist**

## POLICY STATEMENT GOVERNING THE PROVISION OF FORENSIC PSYCHOLOGICAL SERVICES

**SERVICE:** Although this statement is provided as disclosure information for a person 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. Albritton (hereafter referred to as "the examiner"). 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. This consultation is not for the purpose of therapy and is usually not legally protected in terms of confidentiality as a therapist-patient relationship. The examiner's time and service is provided as an independent forensic examiner and consultant to the retaining attorney. The examiner may form and provide findings, impressions, opinions, conclusions, and recommendations regarding the forensic issue at hand. The examiner will not necessarily write a report nor provide testimony on your behalf and will 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 any party.

**FEES:** The retaining attorney is the client and is the financially responsible party in forensic matters. Fee arrangements, if applicable, are described in a separate statement. Fees payable by the retaining attorney will include, but not be limited to, charges for test scoring, test interpretation, telephone contacts with the examiner, professional consultations, interviews, broken and appointments canceled without adequate notice, reviewing documents, preparing affidavits, reserving time for testimony, photocopying, professional consultation, and for research assistant and case manager time. The responsible party will pay for all time and services, whether the time spent is initiated by that party, a claimant, an attorney, the examiner, or other persons or agencies relevant to the matter. This includes responsibility even if the time is spent on activities perceived as adverse to the outcome that you support or desire.

**CONFIDENTIALITY:** The laws of the State of Texas 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. The examiner may accumulate and exchange any and all information with any person that the examiner reasonably believes may be relevant to this consultation. This release also includes the examiner's use of professional test scoring services and other professional consultation as deemed advisable by the examiner. Be aware that state law requires the examiner 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 orders the disclosure of privileged information and shall subpoena records .

If this forensic examination is being conducted outside of Texas, this is with the consent of the person examined, with the understanding that the examiner's practice will be consistent with the licensing laws of the State of Texas.

**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 six to eight hours per adult involved and is scheduled just as an appointment. Report preparation and writing time will 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 the examiner adequate time to prepare and provide results and other legal consultations. Although the attorney will be billed, the court may decide that the additional costs for cancellations or failing to follow these procedures may be at your expense.

Because of the provisions of the Code of Ethics of the American Psychological Association, the examiner 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 the examiner for the sole purpose of receiving feedback regarding the results of the psychological testing of yourself and your children. The examiner will provide up to 45 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.

**GUIDANCE:** Your attorney and not the examiner should be the source of your guidance and decision-making in this process. 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 rescheduling of an appointment. However, the examiner's office is not expected or intended to respond to clinical or legal "emergencies" and it is unlikely that the examiner will get the message and return a phone call until the next business day. The role of the examiner 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. Keep available the phone number of your area's crisis clinic ((214) 828-1000 in the Dallas/Ft. Worth area) 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 the examiner and the retaining attorney. Should the examiner, 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.

The examiner, 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 consultation.

Sincerely,

Benjamin Albritton, Psy.D.  
Psychologist

**Benjamin J. Albritton, Psy.D.**

## Psychologist

### Informed Consent to Participate in the Forensic Examination Process

**I understand that my psychological status is being forensically examined, that litigation may be anticipated in this matter, and that this release is for the purpose of facilitating forensic examination and consultation and not for therapy.** I understand that Benjamin J. Albritton is the examiner (hereinafter "examiner") in this matter. I understand that in a forensic examination or consultation, the examiner is not acting in the role of therapist, I am not a patient, I am not being provided health care, the therapist-patient privilege is not applicable to this consultation, and the records being created are not health care records in the sense that therapy and patient records would be.

**I understand that as part of conducting this forensic examination or consultation, the examiner may conduct collateral interviews with and exchange information with persons who may have information that may be relevant to this matter.** If I do not have a legally protected relationship with these persons, such exchanges may occur without my specific consent. With my consent or through the legal discovery process, the examiners may obtain confidential records from professional persons who may have information that may be relevant to this matter. With my consent, or by virtue of court order, the examiners may conduct collateral interviews with persons with whom I have a legally protected relationship, such as my therapist or physician. Please refer to the "Authorization to Release Information" form for specific information to be requested from privileged and professional persons and facilities. Even if the examiners have been retained by an attorney in this matter, this consent is specifically not a waiver of any attorney-client privilege or attorney work-product privilege, should either of such privileges otherwise available or in effect.

I understand that the laws of the State of Texas may still require disclosure of otherwise privileged information in the following situation:

- \*abuse or neglect of a child (person under age 18), or if a child has witnessed domestic violence
- \*suspected abuse, abandonment, exploitation, or neglect of a vulnerable adult
- \*suspected potential harm to oneself or to another person(s)
- \*disclosure positive HIV status, if infected person is not under the care of a primary provider
- \* in instances where the court shall order the disclosure of otherwise privileged information
- \*in response to a subpoena for these records

**I understand that the examiners use professional court reporting, copying, test scoring, and test interpretation services and that documents from my file may be made available to such service.** I understand that they consult with other professionals as part of their evaluation practice for mutual professional consultation. I understand that they engage in research and provide continuing professional education to other professionals in which anonymous evaluation material may be utilized.

I have read and fully understand the preceding description and conditions of participating in a forensic examination. I agree to participate in the examination and consent to the conditions described herein. I similarly agree and consent to the examination of minor child(ren) for whom I am legal guardian. I have been given a copy of and have agreed to the examiner's forensic office policy statement. I have had the opportunity to consult with an attorney on this matter if I desire. I understand that I can withdraw from the examination at any time and/or consult with my attorney at any time before proceeding. This consultation will not reflect negatively on me nor influence the results of the evaluation. I fully understand the rights, privacy, and privileges that I waive by signing this agreement. In consideration of the examiners agreement to perform this service, I release them, and release each person and each entity, from any liability that might directly or indirectly result from the exchange of any information described in this agreement.

**I agree that this is a legally binding document.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

# Consent to Release Confidential Information and Records

**BENJAMIN J. ALBRITTON, PSY.D.**  
**Psychologist**

8411 Preston Road. Suite #675  
 Dallas, Texas 75225  
 Phone (214) 265-1400  
 Fax (214) 265-1425  
 albpsych@aol.com

To each person or entity receiving a copy of this disclosure agreement, I request that you exchange and release all of my records and history as described below to the office of Dr. Benjamin J. Albritton, or to my attorney, at my discretion, and that you do so without restriction or qualification. I understand that the release of information from professional persons/facilities requires my consent. I retain the right to limit, withdraw, or revoke this release at any time. I understand that, except for the purposes of this forensic examination, providing evidence, or testimony, and providing continuing education and research, this release **expires 90 days** from the date of the signature below. This release also includes all similar records as related to any minor child(ren) for whom I am legal guardian.

<b>NAME OF PATIENT:</b>	<b>DATE OF BIRTH:</b>
<b>DATE(S) OF INTEREST FOR RELEVANT RECORDS:</b>	<b>PATIENT SOCIAL SECURITY #:</b>

<b>INFORMATION IS REQUESTED FROM (PROVIDER):</b>	
<b>FAX:</b>	<b>PHONE:</b>

**PURPOSE FOR DISCLOSURE:** The information being disclosed is intended for use in a forensic examination for the court, or in the anticipation of litigation, that may result in a written or oral report to be provided to the court and to others. I fully understand the nature and the content information to be released. I take sole responsibility that the information exchanged may be detrimental and damaging to me or to my legal position.

I release the examiners and release each person and each entity from any liability that might directly or indirectly result from the exchange of any information indicated in this agreement. I agree to the examiners' office policies regarding this examination. Unless noted otherwise below, a photocopy or fax of this form and my signature is as valid as the original. I understand, agree, and specifically authorize that this disclosure release also includes the disclosure of any record that may contain information relating to assessment of, testing, diagnosis, or treatment for AIDS, HIV, sexually transmitted diseases, and for drug, alcohol, or other substance use or misuse.

SIGNATURE OF PARTY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**SPECIFIC INFORMATION TO BE DISCLOSED:**

<b>BEHAVIORAL / MENTAL HEALTH:</b>	<b>PHYSICAL / MEDICAL HEALTH:</b>	<b>OTHER:</b>
Psychological Testing (including results, answer sheets, & raw data) Psychological Assessment (including diagnosis, condition, & treatment) Psychosocial Developmental History/Assessment/Examination Psychiatric Assessment (including results, answer sheets, & raw data) Psychological Assessment (including diagnosis, condition, & treatment) Counseling Records & Reports Assessment Records Treatment Plans/Progress Notes Intake/Release/Transfer Summaries	Physical Assessments Medical History Medication List Pharmacy Records Physical Therapy Treatment Plans / Progress Notes Intake/Release transfer Summaries Drug/Alcohol/Substance Use/Misuse AIDS, HIV, sexually transmitted diseases (See specific release/authorization below.)	Previous Academic Records (Including report cards, IEPs, and disciplinary records) Vocational/ occupational/ employment/service records Legal records Financial records CPSIDSHS records In person and/or telephone interview Other _____

# DR. BENJAMIN J. ALBRITTON

## CONSENT TO RELEASE COLLATERAL INFORMATION

Indicate collateral contact persons below. Please have the person or their assistant call our office to schedule a telephone or in person consultation at some mutually convenient time. These persons may be laypersons or professionals and may be neighbors, co-workers, character references, witnesses, police officers, teachers, alleged victim, alleged perpetrators, employers, friends, family, or anyone else you think might be relevant information. Each person you contact should be told in advance 1) the basic reason that you wish them to consult with the examiner 2) that this is an independent examination, 3) that your confidentiality is waived 4) that the interview is discoverable and not confidential, 5) that they will be asked to focus on what they know firsthand, 6) that notes will be taken of the interview and that they may be requested to be read back a copy of those notes, and 7) that the responsible party's account will be charged for the time reserved (usually 30 minutes) if they fail to call at their scheduled time. Please be aware that some of the persons who you ask to call may charge you professional fees for their time. Please, if impossible, try to include at least two persons who knew you during the time of the events in question and two persons who are not close friends or family members.

Collateral Contact Person's Name	Telephone Number including area code for call back purposes	Collateral's relationship to you and the basic first-hand information each has about the matter.

**NOTE: PLEASE HAVE COLLATERAL PERSONS CALL OUR OFFICE FIRST TO SCHEDULE A TELEPHONE OR IN-PERSON INTERVIEW**

I understand and agree that I am granting a full and unconditional release of information for the examiners to discuss any aspect of this matter, of the above listed-persons. I agree to the examiners' office policy statements regarding this examination. I do so knowing that no information in this exchange will be kept confidential and that I cannot anticipate nor control what information will be exchanged in these consultations.

Signature of party: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_