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CLINICAL PSYCHOLOGY

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 only client of Dr. Albritton. (hereinafter 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 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 canceled appointments, 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 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.

GUIDANCE: The examiner 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 a message 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 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.