
Chapter 1

Initiating Forms

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FORM 1

Forensic Intake

The Forensic Intake Form is the tool for initiating a forensic consultation. Usually filled out by the forensic psychologist, it is best done in one or two interviews with the retaining attorney (or rarely with a referring judge or his or her assistant or clerk when the psychologist is court-appointed). Some of the information will emerge from the attorney's description of the case while some areas will require the psychologist to ask questions. Form 1a is a completed Forensic Intake Form in a personal injury case where the retaining attorney represents a defendant in a civil matter.

Abbreviations

Dr—The hourly fee for the forensic psychologist.

Ret—The retainer (against which fees will be charged).

Res—Library or research work by assistants.

Tr—Test room charges (using a psychometrist).

FORM 2

Charge Sheet

The charge sheet should be started as soon as the retaining attorney agrees to the forensic psychologist's terms of engagement. This usually occurs during the Forensic Intake interview (Form 1). A charge should be made for time spent on the case by the psychologist or staff. A copy of the charge sheet should be enclosed with the monthly invoice for services sent to the retaining attorney. Form 2a is a completed form.

FORM 3

Terms of Agreement Letter

FORM 4

Terms of Engagement Contract

This letter (Form 3), prepared on the forensic psychologist's letterhead with the terms of engagement entered in the appropriate spaces should be sent to the retaining attorney, together with Form 4. When Form 3 is returned to the psychologist, signed by the retaining attorney, the contract for services is made. As a courtesy, two copies of Form 3 should be sent.

FORM 5

Case Chronology

During the deposition or at trial, the expert witness is likely to be asked by opposing counsel to state when the intake call was made, when various materials were received, when testing or interviews took place, or other events easily forgotten in a complex case. The purpose may be to confuse the witness or to suggest that the psychologist's memory is faulty. All this can be short-circuited by having the Case Chronology Form annotated as the case proceeds and making the form a part of the case file, readily available when needed. Form 5a is a completed form.

FORM 6

Case Material Received

For purposes similar to that served by Form 5, this form is used to create a time log of all materials received that the psychologist might be using as part of the expert role. Form 6a is a completed form.

FORM 7

Case Materials Sent

During the course of a forensic case, the psychologist may forward a variety of things to various parties. Again, the psychologist may be called upon to recall what was sent, when and to whom. Form 7a is a completed form.

FORM 8

Forensic Intake Sheet (Pre-Examination)

The Forensic Intake sheet provides basic data concerning the plaintiff or defendant who is to be interviewed and/or examined by the psychologist who has been retained to be an expert witness. This sheet should be completed prior to the first meeting except for appointments that are scheduled later in the evaluation process.

Some of the information can be obtained from the office of the retaining attorney. The remaining information can be obtained from the subject by telephone at the time the first appointment is scheduled. Form 8a is a completed Forensic Intake Sheet.

FORM 9

Preselection Interview Form

More and more forensic psychologists are providing selection services to various public safety agencies (police, fire, emergency medical service, and so forth) at the local, state, and federal levels.

Preselection testing batteries have been developed and validated [see Blau, T. (1994). *Psychological Services for Law Enforcement*. New York: John Wiley & Sons].

Preliminary to conducting such an assessment, it is usual to conduct an interview with the candidate.

Form 1 Forensic Intake

Attorney:	Date:
Firm:	Telephone:
Address:	Office:
	Home:
	Fax:
Case Style:	E-Mail:
Facts:	<input type="checkbox"/> Plaintiff (Pros., Pet.)
	<input type="checkbox"/> Defendant
	<input type="checkbox"/> Amicus Curia
	<input type="checkbox"/> Court Appointed
	To Do
	Schedule
Hypothetical Questions:	Fees: Ret: \$
	Dr:
	Tr:
	Res:
	<input type="checkbox"/> Discuss Fee Structure
	<input type="checkbox"/> Request Initial Letter
	• Designate as consultant
	• Fees pd. on 30-day basis
	• Will send agreement letter
	<input type="checkbox"/> Suggest Retrieval of Records and Information
Anticipated Trial Date:	<input type="checkbox"/> Discuss Pretrial Meeting
Judge:	<input type="checkbox"/> Confirming Letter Received
Court:	<input type="checkbox"/> First Appointment Scheduled
Asst/Secy to Attorney:	<input type="checkbox"/> CV Sent
Additional:	

Form 1a Forensic Intake

Date: 2//XX

Attorney: John N. Surrige, Esq.

Telephone:

Firm: Batton, Davis and Shakelton

Office: (813) 257-6349

Address: Suite 209

Home: Prefers not to give

#1 City Center

Fax: (813) 257-2141

Palatka, Ind. 27604

E-Mail:

Case Style: Ridges v. AMP Corp. et al.

Facts:

2//XX On March 15, 20XX Mr. Ridges was seated in the driver's seat of his vehicle when an AMP Corp. delivery truck ran into the rear of Mr. Ridges' vehicle. Mr. Ridges claims his head was snapped back, then forward causing a concussion. He claims that subsequently he has suffered cognitive defects, memory loss, depression, and post-traumatic stress disorder.

- Plaintiff (Pros., Pet.)
- Defendant
- Amicus Curia
- Court Appointed

To Do	Schedule
1. Review records	• Jan–Feb
2. Oral report of review	• Post 1
3. Examination of Mr. Ridges	• Feb–Mar
4. Oral report of results	• Post 3
5. Written report	• Post 4

Hypothetical Questions:

1. Does Mr. Ridges suffer cognitive, neurophysical deficits?
2. If so—to what extent is he disabled?
3. Does Mr. Ridges suffer any other psychological defects?
4. If 1, 2, or 3 are found, what are the likeliest proximate?
5. If 1, 2, or 3 are found, what treatment would be recommended?

Fees: Ret: \$4000.00
 Dr: 400.00/hr.
 Tr: 100.00/hr.
 Res: 50.00/hr.

- Discuss Fee Structure
- Request Initial Letter
 - Designate as consultant
 - Fees pd. on 30-day basis
 - Will send agreement letter
- Suggest Retrieval of Records and Information
- Discuss Pretrial Meeting
- Confirming Letter Received
- First Appointment Scheduled
- CV Sent

Anticipated Trial Date:

Judge:

Court:

Asst/Secy to Attorney:

Additional:

Form 2a Charge Sheet

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Case: Ridges v. AMP (John SurrIDGE, Esq.) No.: L-1293

Date	Staff Person	Function	Time	Amount
2-1-XX	DR	Initial intake—Telephone conference with Mr. SurrIDGE	1/2	\$ 200
2-10-XX	DR	Initial review of records sent by Mr. SurrIDGE	3	1200
2-15-XX	DR	Continuing review of records sent by Mr. SurrIDGE	2	800
2-20-XX	DR	Continuing review of records sent by Mr. SurrIDGE	4	1600
2-22-XX	DR	Telephone report of review of records	1	400
3-7-XX	DR	Initial interview with Mr. Ridges—History	1 1/2	600
3-8-XX	DR	Interview with Mrs. Ridges (wife)	1	400
3-9-XX	DR	Telephone interviews—Former supervisor, co-workers	2 1/2	1000
3-14-XX	DR	Initial testing of Mr. Ridges	3	1200
3-15-XX	CQ	Testing continued with psychometrist	6	600
3-16-XX	CQ	Testing continued with psychometrist	4	400
3-18-XX	DR	Analysis of test data and conclusions	3	1200
3-19-XX	DR	Oral report of results to Mr. SurrIDGE	1	400
3-19-XX	DR	Written report sent to Mr. SurrIDGE	—	—
3-20-XX	CQ	Initial billing invoice	—	9800
3-20-XX	CQ	Minus retainer received 2/9/XX	—	(4000)
3-20-XX	—	Balance (billed 3-20-XX)	—	5800
3-27-XX	—	Check received for \$5800 from Mr. SurrIDGE. Balance \$0		0
5-15-XX	DR	Deposition: Called by T. R. Lark, Esq. (bill Mr. Lark)	2	400
6-10-XX	DR	Pre-trial conference with Mr. SurrIDGE	1	400
6-25-XX	—	Check from Mr. Lark (\$400) and check from Mr. SurrIDGE (\$400). Balance \$0		0
7-2-XX	—	Case settled before trial (call from Mr. SurrIDGE)	—	—

Form 3 Terms of Agreement Letter

[Date]

[Name]

[Address]

Re: Engagement as Expert

Dear Counselor:

Thank you for retaining me to serve as an expert in connection with [Case Name]. My professional services will involve consulting with you and possibly conducting psychological evaluations in the referenced litigation. I hope that my work in this matter will lead to a mutually satisfactory relationship with you.

The purpose of this letter is to confirm my engagement as an expert and to provide you with information concerning my fees, billing, and collection policies as well as other terms that will govern our relationship. I have found it a helpful practice to confirm with my clients the nature and terms of the arrangement.

My engagement as an expert began on [Date], the date on which I was first contacted by [Attorney's Name], regarding this matter. Our engagement will be terminated at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. All payments should be made by the retaining attorney and not directly by the attorney's client or other third party.

Attached to this letter is a summary of my standard terms of engagement for services as an expert. Please review these policies and let me know if you have any questions.

I require a retainer in the amount of \$[Amount] against which initial billings will be made. Fees for my personal time spent on this case will be billed at \$[Amount] per hour. Should examinations be required, test room time is billed at \$[Amount] per hour.

If the terms described above and in the attached summary are satisfactory to you, please so indicate by signing the enclosed copy of this letter and returning the signed copy to me.

Again, if you have any questions at all concerning the information contained in this letter or the attached summary, I would be pleased to hear from you.

I am grateful for the opportunity to be able to work with you and your firm in connection with these matters. I look forward to hearing from you.

Sincerely yours,

[Name]

Approved: _____ [Date]

By: _____ [Name]

Form 4 Terms of Engagement Contract

I appreciate your decision to retain me as your expert. My engagement is limited to the matter identified and the letter to which these terms of engagement are attached. The following summarizes my office's billing practices and certain other terms that will apply to our engagement:

1. We send our bills [monthly/weekly] throughout the engagement for a particular matter. Statements are due when rendered. In instances in which we represent more than one attorney with respect to a matter, each person that we represent is jointly and severally liable for my fees with respect to the representation. My statements contain a concise summary of each matter for which professional services were rendered and a fee was charged.
2. When establishing fees for services I render, I am guided primarily by the time and labor required. I require a retainer in an amount which is appropriate with respect to the proposed professional tasks. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the professional work, with any unused portion being returned to the client.
3. I invite my clients to discuss freely with me any questions that may arise concerning a fee charge for any matter. I want my clients to be satisfied with both the quality of my professional services and the reasonableness of the fees that I charge for these services. I will attempt to provide as much detailed billing information as may be required in any customary form desired. I am willing to discuss with my clients any of the billing formats my office uses and that may best suit the client's needs.

In determining a reasonable fee for the time and labor required for a particular project, I take into account the skills, time demands, and other factors influencing the professional responsibility required for each matter. My internal allocation of values for my time as well as for my psychological assistant, research assistant, and other personnel changes periodically to account for increases in cost of delivering professional services and other economic factors.

Services based on hourly rates are applied prospectively as well as to unbilled time previously expended. My office records and bills time in one-quarter hour (15-minute) increments.

In addition to my professional fees, my statements may include out-of-pocket expenses that my office has advanced on behalf of the client or the client's project.

During the course of my service, it may be appropriate or necessary to hire third parties to provide services on behalf of the project. These services may include such things as consultation with other experts, psychological assistants, or research assistants.

If my statements are not paid within 30 days after they are rendered, I reserve the right to discontinue services until the account is brought current. Additionally, if my statement has not been paid within 30 days from the date of the statement, I automatically impose an interest charge of 1.25 percent per month (15 percent annual percentage rate) from the 30th day after the day of the statement until it is paid in full. Interest charges apply to specific statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding element. I am entitled to attorney's fees and costs if collection activities are necessary.

I will provide my services as an expert in accordance with the engagement letter that accompanies this attachment. You will provide me with such factual information and materials as I require to perform the services identified in the engagement letter. I will keep you advised of developments as necessary to ensure the timely, effective, and efficient completion of my work.

Regarding the ethics of my profession that will govern my behavior, several points deserve emphasis. As a matter of professional responsibility, I am required to preserve the confidence and secrets of my clients as well as my patients. This obligation and the legal privilege for our communications exist to encourage candid and complete communication. I can perform truly beneficial services for a client only if I am aware of all information that might be relevant to my work as an expert. Consequently, I trust that our relationship with you will be based on mutual confidence and unrestrained communication that will facilitate my proper service to you.

I may be (and sometimes am) asked to represent a client with respect to interests that are adverse to those of another client who I represent in connection with another matter. During the term of this agreement, I agree that I will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until I have made full disclosure to you of all the relevant facts, circumstances, and implications of my undertaking two representations and you have consented to my representation of the other client. In turn, you agree that you will be reasonable in evaluating such circumstances and you will give your consent if we can confirm to you in good faith that the following criteria are met:

1. There is no substantial relationship between any matter in which I am serving you and the matter for the other client.
2. My delivery of professional services to the other client will not implicate any confidential information that I have received from you.
3. My work for you and the discharge of my professional responsibilities to you will not be prejudiced by the other client for the other client has also consented in writing based on full disclosure of the relevant facts, circumstances, and implications of my undertaking the two representations.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to withhold consent to my representation of another client whose interest is adverse to yours. You will retain the right, of course, to contest in good faith my representation that the criteria have been met, in which event I would have the burden of supporting my representation to you.

Upon completion of the matter to which this agreement applies, or upon earlier termination of our relationship, the relationship will end unless you and I have expressly agreed to continuation with respect to other matters. The representation is terminable at will by either party subject to ethical restraints and the payment of all fees and costs.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise me now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Form 9 Preselection Interview Form

Name: _____ Date: _____

Position Applied For: _____

Why do you want to work in this profession? (use the back of this form)

Circle Response

Have you ever seen the inside of a jail? How many times? _____ Yes No

I. School

A. What is the highest level of education you have obtained?

B. Were you involved in any school or after-school activities? Which ones? Yes No

C. Have you ever been suspended or expelled from school? Yes No

D. Were you in any special classes or placement? Which ones? Yes No

II. Work

A. Are you working now? Where? Yes No

B. Have you ever had problems with your boss/coworkers? Yes No

C. Have you ever been disciplined at a previous job? How many times? Yes No

D. Have you ever been fired or asked to leave a job? How many times? Yes No

E. What is the longest time you ever held a job?

F. How many jobs have you had in the past two years? List and indicate the approximate number of months employed at each.

III. Military

A. Have you been in the military? _____ Yes No

B. What was your last rank? _____

C. Conditions of discharge? _____

D. Were your disciplined? How many times? Yes No

		Circle Response	
IV. Social			
A. Do you have any hobbies?	_____	Yes	No
B. How do you spend your spare time?	_____		
C. Do you exercise?	_____	Yes	No
D. Do you or your spouse have any past-due credit accounts?	_____	Yes	No
E. Have you ever been told you have a problem with your temper?	_____	Yes	No
V. Law			
A. Have you ever had any felony convictions?	_____	Yes	No
B. Have you ever committed a crime?	_____	Yes	No
C. How many vehicle code violations have you received (number of tickets)?	_____		
D. How many fistfights or shoving matches have you been in?	_____		
E. When was your last fistfight?	_____		
F. Have you ever used a weapon in a fight?	_____	Yes	No
VI. Addictive Behavior			
A. Do you or have you ever used illegal drugs?	_____	Yes	No
B. Have you ever smoked marijuana without other people?	_____	Yes	No
C. Have you ever smoked marijuana more than one time in a week?	_____	Yes	No
D. Do you consume alcohol?		Yes	No
1. How many drinks do you have per week?	_____		
2. How often do you get intoxicated?	_____		
3. When do you get intoxicated?	_____		
4. Have you ever been violent while drinking?	_____	Yes	No
5. Have you ever been in an accident while drinking?	_____	Yes	No
6. Have you ever been told that you have a drinking problem?	_____	Yes	No

		Circle Response			
VII. Physical Health					
A.	Do you have any physical limitations or problems? _____	Yes	No		
B.	List serious physical ailments and approximate time they occurred. _____				
C.	Are you taking any medication? What medication? _____ For what purpose? _____	Yes	No		
VIII. Mental Health					
A.	Are you or have you ever been in counseling or therapy? For what? _____ How long? _____	Yes	No		
B.	What are your bad habits and faults? _____				
C.	What are your good habits and assets? _____				
D.	Have you ever been hospitalized for mental, nervous, or stress problems? _____	Yes	No		
E.	Have you ever taken medication for your "nerves" or for a mental condition? _____	Yes	No		
F.	Do you experience any of the following conditions? _____	Yes	No		
(Check the appropriate column)					
		Less Than Average	More Than Average	Frequently	Always
1.	Pain	_____	_____	_____	_____
2.	Lack of energy	_____	_____	_____	_____
3.	Suicidal thoughts	_____	_____	_____	_____
4.	Poor memory	_____	_____	_____	_____
5.	Expressing too much or too little anger	_____	_____	_____	_____
6.	Problems concentrating	_____	_____	_____	_____
7.	Financial problems	_____	_____	_____	_____
8.	Dizziness	_____	_____	_____	_____
9.	Family problems	_____	_____	_____	_____
10.	Feelings of being misunderstood	_____	_____	_____	_____
11.	Nervousness	_____	_____	_____	_____
12.	Fear	_____	_____	_____	_____
13.	Stress	_____	_____	_____	_____
14.	Sadness	_____	_____	_____	_____
15.	Eating problems	_____	_____	_____	_____
16.	Sleeping problems	_____	_____	_____	_____
17.	Anxiety in closed or dark places	_____	_____	_____	_____
18.	Problems getting along w/certain "types of people"	_____	_____	_____	_____
19.	Feeling overwhelmed	_____	_____	_____	_____
20.	Difficulty remaining calm	_____	_____	_____	_____

IX. Other

A. Is there anything else that you feel should be known, positive or negative, that might have an impact on your application or possible employment, if discovered later?

B. Is there anything that was unclear or would you like to change your response to any question?

C. I have answered all questions honestly and to the best of my ability.
I consent and understand that the information I provided may be used to assist in determining my application/employment status.
I further understand that intentional misstatements or false information could result in the denial or termination of my application.

Signature

Date