

Principles for Cooperation In Medical-Legal Matters

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and

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Introduction

The medical and legal professions exist to serve people. People need physicians and lawyers. For the benefit of people involved in medico-legal matters, physicians and lawyers should strive to interact efficiently and professionally. These principles form a framework for such interaction. They are provided here not to establish a single standard of conduct or method of cooperation between the professions, but to describe how physicians and lawyers with experience in medico-legal matters have found it useful to interact for the benefit of the people they have served.

We hope that these principles will foster cooperation between physicians and lawyers, making their relationships more productive, and relaxed, thereby enabling the professions to work together with mutual respect and consideration for the demands of each other's responsibilities and obligations.

Context

Attorneys should be aware that, to physicians, the legal system is unfamiliar territory, with rules and customs that may appear opaque and arcane. Trained in the scientific method and accustomed to dealing with objective facts, physicians may find the adversary approach to truth-finding difficult to navigate. The Courts are particularly troublesome to physicians, with their sometimes confusing procedures and arbitrary schedules.

Physicians should be aware that attorneys serve their clients as physicians serve their patients, according to the limits set by their profession. Physicians should understand that the paperwork that they find irksome and distracting is the lifeblood of the legal system.

Disclaimer

These Principles for Cooperation are intended as a guide and do not constitute legal advice. The statutes and regulations and court rules referred to herein are subject to being amended or repealed. These Principles for Cooperation do not establish a medical or legal standard of care.

Medical Records - Requested

Upon receiving from a patient (usually via his or her lawyer or another lawyer) proper written authorization (see sample on page 16), a physician should furnish to the lawyer a copy of the patient's medical record and/or billing records as requested. Section 19a-14-40 of the regulations of the State of Connecticut defines the medical record as follows:

Medical Records, Definition, Purpose. The purpose of a medical record is to provide a vehicle for: documenting patient progress; providing meaningful medical information to other practitioners should the patient transfer to a new provider or should the provider be unavailable for some reason. A medical record shall include, but not be limited to, information sufficient to justify any diagnosis and treatment rendered, dates of treatment, actions taken by non licensed persons when ordered or authorized by the provider; doctors' orders, nurses' notes and charts, birth certificate worksheets, and any other diagnostic data or documents specified in the rules and regulations. All entries must be signed by the person responsible for them.

Medical Records - Grounds for Withholding

Physicians may withhold a patient's medical record, even if the patient or attorney has supplied an appropriately completed authorization for releasing it, when:

- (a) a physician makes a reasonable determination that information in the medical record would be detrimental to the physical or mental health of the patient; or
- (b) a physician makes a reasonable determination that information in the medical record is likely to cause the patient to harm him/herself;

Specific authorization may be required to release information in the medical records related to psychiatric or psychological conditions, alcohol treatment, drug treatment, or HIV status.

If information is withheld, a physician should advise the lawyer of that fact and the reason why it is being withheld without violating the patient's privacy. The lawyer may seek a court order requiring disclosure.

Lawyers are responsible for providing physicians with proper written authorization when requesting information about patients. Proper written authorization from the patient or patient's representative (with appropriate documentation) should always be obtained before a physician divulges any information.

Medical Records – Subpoenaed

Lawyers occasionally arrange to have physicians served with a document called a *subpoena duces tecum*. This type of subpoena typically requires a physician (or a record keeper from the physician's office) to produce a patient's medical records at a particular time and location. Sometimes medical records are subpoenaed in connection with an upcoming deposition. Other times medical records are subpoenaed "to court" meaning that the subpoena will direct that the medical records be delivered to a particular court at a particular time.

When a patient's medical records are subpoenaed, the physician may choose to notify the patient of the subpoena to ensure that the physician is not violating the trust inherent in a good physician-patient relationship. Notifying the patient also permits the patient to invoke the court's intervention to oppose the subpoena, if desired.

Receipt of a subpoena does not authorize the physician to speak with the lawyer who issued the subpoena. Further, a subpoena alone, absent a HIPAA-compliant authorization or court order, may not require a physician to release any medical records or information. The best practice for lawyers is to provide the physician or other provider with a valid, HIPAA-compliant authorization to release the records covered by the subpoena or to obtain a court order requiring that the records be released. Physicians should consult with their counsel if they have any questions about whether to comply with a subpoena. Lawyers, physicians, and their respective offices should adopt a cooperative approach to issuing and responding to subpoenas.

Medical Records - Copying Costs

At the time of publication of these principles, Section 20-7c(c) of the General Statutes of Connecticut provides that:

No provider shall charge a patient more than sixty-five cents per page including any research fees, handling fees or costs and the cost of first class postage, if applicable, for furnishing a health record pursuant to this subsection.

When an attorney requests a patient's medical record, he/she almost always does so as the agent of the patient, and the expense incurred for obtaining the medical record is passed on directly to the patient. Physicians, therefore, should not charge more than sixty-five (65) cents per page plus the cost of postage when furnishing a copy of a patient's medical record to the patient's attorney. Attorneys should not charge the patient-client an amount that exceeds his/her cost of obtaining the medical record from the physician.

"Current Opinions of the Council on Ethical and Judicial Affairs of the American Medical Association - 2006" notes that "(m)edical reports should not be withheld because of an unpaid bill for medical services (7.01)". In addition, withholding a medical record because of an unpaid bill may create a legal jeopardy for a physician.

Medical Reports - Content

Upon receiving a written request from a lawyer, accompanied by proper written authorization, a physician may prepare a medical report for the lawyer requesting it. For the sake of professional relations and physician-patient relations, we encourage physicians to comply with these requests. In some circumstances, a physician may feel that a report will harm the physician-patient relationship. In such cases, the physician may elect not to prepare a report and should inform the requesting lawyer of his or her decision.

The content of a medical report will often depend on a patient's specific medical situation and the information the lawyer may have requested. Lawyers should try to be specific in their requests for medical reports, especially when they have particular questions they want to have addressed.

Physicians should recognize that lawyers need to receive medical reports in a timely manner. Lawyers should recognize that physicians have as their primary responsibility the care of their patients and that it is sometimes difficult to furnish medical reports as promptly as lawyers would like. When a lawyer needs a report by a definite date, the date should be stated in the lawyer's request. When a physician will be unable to meet the lawyer's schedule, the physician should notify the lawyer of the delay and provide a reasonable estimate of when he/she will be able to prepare the medical report.

Medical Reports - Charges

The fee a physician charges for a medical report is determined by the physician. The fee should be reasonable, based on the time and expertise of the physician and the expenses involved in preparing and providing the report. A reasonable estimate of the approximate cost of the report should be sought by the lawyer and provided by the physician *before* the report is prepared to avoid after-the-fact misunderstandings (see sample on page 20).

Lawyers are directly responsible for payment for a medical report and should make payment for a medical report in a timely manner. Physicians should understand, however, that the fee for a medical report will ultimately be paid by the lawyer's client, who is, usually, the physician's patient. Lawyers, likewise, should be mindful of this cost and the demand on the physician's time and be pertinent in their requests for information.

When a lawyer has not paid a physician in the past for a medical report, that physician may require payment in advance from that lawyer before submitting a medical report. While the physician has the right in any case to require payment before sending a report, professional relations, until otherwise indicated, should be established on the basis of mutual respect and trust.

Medical Witnesses

As a medical witness in a case in which the physician is not a party, the physician's role is to provide information, not to advocate a position. The attorneys serve as advocates for their clients. The medical witnesses, the court, and the attorneys should show mutual respect and consideration to each other.

In general, there are two types of witnesses—fact witnesses and expert witnesses. Fact witnesses generally have treated the patient or have some first-hand knowledge of the care and treatment the patient received. Expert witnesses are generally retained by the plaintiff or defendant to provide opinions about the patient's condition, medical course, or the care and treatment the patient received. Sometimes, a physician may be both a fact witness and, if asked to provide an opinion, an expert witness.

a. Fact Witnesses

Treating physicians often testify as fact witnesses, because of their training and knowledge and by virtue of their treatment of a patient whose medical condition is at issue. They may testify about medical observations, or about observations of facts unrelated to their medical expertise. They may also testify about their opinions within the scope of their care and treatment of the patient at issue. There is some disagreement in the legal community over whether testimony about medical opinions formed while treating a patient constitutes fact or expert testimony.

b. Expert Witnesses

Sometimes, physicians serve as “expert” witnesses. Expert witnesses can be engineers, scientists, doctors, and others with education, training and/or experience that provide them with a particular expertise. Expert witnesses are permitted to express facts and opinions within their area of expertise. In medical malpractice cases, there are statutes that require certain expert witnesses to meet particular qualifications in order to testify about particular subjects such as the relevant professional standard of care. Some professional organizations and professional associations have adopted additional guidelines that apply to their members' serving as expert witnesses.

It is not necessary for a physician to have treated or examined a patient to testify as an expert. Expert medical testimony may be based upon a review of the medical chart or a hypothetical set of facts.

It is wise for a lawyer and an expert witness engaged possibly to testify at trial to discuss the manner in which the expert will maintain his or her file. Such a discussion may aid in complying with court rules regarding the disclosure of materials obtained, created, or relied upon by the expert.

c. Scheduling

The physician's office staff should cooperate in scheduling preparatory conferences and depositions at a mutually convenient time, when they are least likely to be interrupted by patient problems, other appointments, or operating times. Attorneys and physicians should respect each others' scheduling needs and seek to minimize cancellations and rescheduling.

d. Independent Medical Examinations

An independent medical examination (IME) is a physical, mental, or vocational examination of one party to a lawsuit that is performed by a doctor or other evaluator typically chosen by the other party to the lawsuit, the court, or another adjudicatory body. An IME is sometimes referred to as a compulsory medical examination or an adverse medical examination.

An attorney who retains a physician to perform an independent medical examination should provide the physician performing the examination with information, in writing, explaining who is to get a report, where copies should be sent, who will pay for the examination, and the purpose of the examination. Where the examination has been ordered, or approved by a court, administrative agency or other adjudicatory body, or the examiner has been selected or approved by a court or other body, attorneys should also provide the independent medical examiner with a copy of the order approving the examination or selecting him or her.

Attorneys' Notification to Physicians

Withdrawal from Case

When a lawyer who has dealt with a physician in connection with a case ceases to represent a client in a case, the lawyer should notify the physician(s) involved within a reasonable time. Such notification lets the physician know that the attorney will not be continuing to use his/her services and, if the physician has agreed to postpone the collection of an outstanding bill for medical services, it also lets him or her know that he or she will need to take steps to see that the patient-client's bill is paid.

Outcome of Case

As a courtesy to a physician who has participated in a case, the lawyer may, with his or her client's informed consent pursuant to the Rules of Professional Conduct, notify the physician of the outcome of the case. A physician's involvement in a case is often a learning experience. Knowing the outcome is an aid to evaluating the experience and brings the matter to a clean closure.

Fees - Medico~Legal Services – General Considerations

Medico-legal services include, but are not limited to, reports, time spent testifying, physician-lawyer conferences, case preparation, requested medical examinations, case evaluations, and reviewing medical records.

The fee a physician charges for medico-legal services is determined by the physician, but is an appropriate subject for negotiation with the attorney before services begin. The fee should be reasonable, based on the time spent, the expertise of the physician, and the expense involved. A reasonable estimate of the approximate cost should be sought by the lawyer and provided by the physician *before* medico-legal services are provided to avoid after-the-fact misunderstandings (see sample on page 20).

Fees - Contingency Basis

A physician's fees for medical-legal services may not be contingent on the outcome of a patient's claim. Current Opinions of the Council on Ethical and Judicial Affairs of the American Medical Association - 2006 states:

“Contingent Physician Fees. If a physician's fee for medical service is contingent on the successful outcome of a claim, such as a malpractice or workers' compensation claim, there is the ever-present danger that the physician may become less of a healer and more of an advocate or partisan in the proceedings. Accordingly, a physician's fee for medical services should be based on the value of the service provided by the physician to the patient and not on the uncertain outcome of a contingency that does not in any way relate to the value of the medical service.”

A fee shall not be deemed contingent for the reason that the patient's financial condition may render collection of the physician's fee for services rendered difficult in the event that the patient does not prevail in a legal action.

For a discussion of letters of protection, see below.

Fees - Attorney's Responsibility for Payment

Regardless of the outcome of litigation, or of the ability of a patient-client to pay, a lawyer and/or law firm remains responsible for payment of the medico-legal services a physician renders at the request of the attorney. A lawyer and/or law firm is *not* responsible for the payment of a client's bills for medical treatment. As in most businesses, payment of a physician's charges within thirty (30) days of receipt of a bill is generally considered reasonable, unless other arrangements were made when the physician's services were obtained. Questions regarding a physician's charges should be addressed within a reasonable period of time, but should not be permitted to delay payment past thirty (30) days from receipt of the bill.

Fees - Patient's Responsibility for Payment

Physicians who treat patients involved in personal injury cases may collect their fees for medical services from their patients prior to the conclusion of litigation. (NOTE: Workers' Compensation cases may require a physician to stay the collection of his/her fees for medical services until the case has been adjudicated. See "Workers' Compensation," on page 13.) A lawyer should not advise a client to delay paying a physician's bill.

With exceptions, a lawyer is ethically prohibited from having a proprietary interest in the subject matter of a client's litigation and from providing financial assistance to a client in connection with pending or contemplated litigation. While an attorney may advance expenses which are incurred in pursuing a client's claims (the repayment of which may be contingent on the outcome of the matter) such expenses, in most cases, are ultimately the responsibility of the patient/client.

Letters of Protection

A "letter of protection" is a contract between a doctor and his or her patient whereby the patient agrees that the doctor's medical fees will be paid out of the proceeds of a personal injury claim. Letters of protection may be used when patients cannot pay immediately for physicians' services. Typically a physician who accepts a letter of protection agrees to forgo pursuing collection activities until the matter is resolved. ***The choice of whether to accept a letter of protection rests with the physician. If an attorney provides a letter of protection that is accepted by a physician, the parties are obligated to abide by its terms.***

In the absence of a letter of protection a lawyer must obtain the patient-client's authorization to pay a physician directly from the proceeds of the case. Upon a case's resolution, lawyers should advise clients that they are obligated to pay for physicians' services.

Lawyers and physicians should cooperate to distribute settlement or judgment proceeds among the patient-clients, physicians, and lawyers fairly and equitably.

Fees - Specific Considerations for Fact Witnesses:

Generally, a physician who undertakes to treat or evaluate a patient has a responsibility to be available, if necessary, to give testimony in any legal proceedings regarding the patient's condition, treatment, diagnosis, prognosis, or other relevant medical matters. As a fact witness, as opposed to an expert witness, the treating physician is not entitled by law to be compensated for time or expenses incurred in giving the testimony. However, the legal Code of Professional Responsibility does permit a lawyer to acquiesce in the payment of expenses reasonably incurred by a fact witness in attending or testifying at trial. As a practical matter, a lawyer should understand that a physician is likely to expect to be compensated if the physician must set aside a day or a part of a day to be in court or at a deposition rather than engaged in treating patients.

A lawyer should not place an undue burden on fact medical witnesses for services rendered at the lawyer's request on behalf of a patient/client. No lawyer should request that a physician consult with him or her or prepare a medical report where the client is unable to pay for the same, unless the lawyer is (i) willing to pay for the cost for such services or (ii) has informed the medical witness that the client is unable to pay for the physician's services. A fact witness may require payment for depositions (except where the witness is served with a valid subpoena, where payment is at the option of the lawyer), conferences, and consultations at the time of the service. For some patients and clients, prepayment is not feasible and alternative methods of payment should be considered. The fact witness, attorney, and the patient may agree to any lawful means of payment.

Fees for Independent Medical Examiners:

Independent medical examiners' fees may be established by the court, administrative agency, or other adjudicatory body selecting or approving them, or by the party seeking the examiner's appointment, or by the parties by agreement. Independent medical witnesses should determine how they will be paid, and by whom, prior to conducting the independent medical examination.

Cancelled Appointments

Attorneys should make every reasonable attempt to minimize disruptions to physicians' appointment schedules. Physicians should understand that the uncertainties of the progress of a court case will often make it difficult for the best-intentioned lawyer to adhere to a strict schedule. Both attorneys and physicians should try to be mindful of the fact that their fees are ultimately paid by the patient-client.

When a lawyer has given sufficient notice for the physician to make a reasonable effort to resume his/her normal schedule, the physician should not charge for the cancelled appointment or court appearance. Charging twice for the same time would be considered unethical. One approach physicians' offices have used successfully is to notify patients that the physician will most likely be unable to keep an appointment because of a scheduled court appearance, but that if the court appearance is cancelled for any reason, the physician will try to furnish enough notice to the patient to permit the original appointment to be kept.

It is an accepted practice that the lawyer will also be responsible for reasonable charges for office appointments and court appearances scheduled at the request of the lawyer but then neither kept nor cancelled at least twenty-four (24) hours prior to the time scheduled, if the physician is unable to reschedule that time gainfully. Physicians and lawyers are free to make other arrangements concerning cancellations or missed appointments, but we strongly recommend that the physician and lawyer address the issue of charging for missed and cancelled appointments and court appearances *before* medico-legal services are furnished. This will prevent after-the-fact misunderstandings (see sample on page 20).

Workers' Compensation

The fees of physicians and lawyers in Workers' Compensation cases are subject to review and regulation by the Board of Workers' Compensation Commissioners. Injured workers' medical bills are paid by an employer's insurance company (or by the employer when the company is self-insured).

Although an injured employee's company or its insurer pays the employee's medical bills, the obligations of the *treating* physician remain with the employee, as in any other physician-patient relationship. Both treating physicians and consultant physicians are required by §31-294f(b) of the Connecticut General Statutes to submit medical reports as follows:

“All medical reports concerning any injury of an employee sustained in the course of his employment shall be furnished within thirty days after the completion of such reports, at the same time and in the same manner, to the employer and the employee or his attorney” (underlining added).

A physician may not ethically charge more than once for the cost of preparing a given medical report. This includes those times when the cost of preparing a medical report has been charged for as part of an examination fee. Since medical reports are part of the medical record, the charge for providing copies should be governed by Section 20-7c(b) of the General Statutes of Connecticut (see "Medical Records - Copying Costs," on page 6).

Disagreements Between Physicians and Lawyers

There will be occasions when a physician and lawyer disagree about a medical-legal issue. In these instances, we encourage the lawyer and physician to try to resolve their differences as professionals, keeping in mind that their differences should not result in harm to the best interests of the patient-client. If the disagreement cannot be resolved, one or more members of the New Haven County Medico-Legal Liaison Committee are willing to act as a mediator(s). The process is strictly voluntary. To secure this mediation:

Attorneys should submit their grievances to:

New Haven County Bar Association
P.O. Box 1441
New Haven, CT 06506-1441

Physicians should submit their grievances to:

New Haven County Medical Association
55 Realty Drive, Suite 300
Cheshire, CT 06410

In Conclusion

We hope that the principles of cooperation we have presented will make it easier for the members of our honorable professions to cooperate with each other in a spirit of mutual respect and good will for the benefit of the people who need us both.

On the four pages that follow, we have included sample forms for four common types of medico-legal documents. They are:

(1) a release of information authorization form; (2) a notification to testify by subpoena form letter; (3) a notification to testify without subpoena form letter; and (4) a notification of medico-legal fees form letter.

These forms are provided as examples only, to acquaint you with what such documents look like or to use as templates for constructing your own forms if and when you need them. Their inclusion here does not preclude the use of other formats, nor does it constitute any opinion as to whether they are appropriate on a case-by-case basis. We do hope that they are useful as examples.

SAMPLE RELEASE OF INFORMATION AUTHORIZATION

HIPAA COMPLIANT AUTHORIZATION

Patient Name _____ Phone _____

Patient Address _____ Phone _____

Social Security Number _____ Date of Birth: _____

Medical Records Number (if known or applicable) _____

“I hereby authorize

(“provider”) to disclose my protected health information as indicated below.”

Description of information to be disclosed

All medical and dental records and itemized bills, including, but not limited to, all records showing emergency room visits, inpatient hospitalizations, outpatient clinic records, autopsies, consultations, discharge summaries, laboratory reports, medical histories, dental histories, photographs, therapy treatments, x-rays, nursing treatment plans, hospital incident reports, hospital internal investigation reports, statements of doctors, dentists, nurses or hospital employees, nurses’ notes and/or reports to nursing and/or hospital administration and all psychiatric, HIV/AIDS related information, drug and/or alcohol information within the last ten (10) years to the present.

Description of the reason or purpose of this use or disclosure: Civil litigation in which plaintiff claims personal injuries

The disclosure is being made to:

EXPIRATION DATE: Conclusion of litigation | OR | EXPIRATION EVENT:

1. I understand that I may revoke this Authorization at any time by providing written notice to the provider. I understand that I may not be able to revoke this Authorization if the provider has taken action in reliance on the Authorization, or if the Authorization was obtained as a condition of obtaining insurance coverage.

2. I understand that the provider will not condition treatment, payment, enrollment, or eligibility for benefits based on my signing this Authorization. I acknowledge that I am signing this Authorization freely, and no one has coerced or pressured me to sign the Authorization.

3. I understand that the protected health information disclosed under this Authorization may be subject to redisclosure by the recipient and no longer protected by the Federal Privacy Regulations.

4. I understand that if the protected health information that is disclosed under this Authorization is confidential HIV/AIDS related information or alcohol or drug abuse related information, the recipient may not redisclose that information under Connecticut State Law.

5. I acknowledge that I have carefully reviewed this Authorization and understand its provisions. A copy of this Authorization will be given to me.

6. A copy of this Authorization shall be considered as effective as an original.

Date: _____ Patient Signature _____

SAMPLE NOTIFICATION TO TESTIFY BY SUBPOENA

DATE:

_____, M.D.

(address)

Re: _____ (client's name)

Vs: _____

Date of Accident:

Dear Dr. _____ (name)

Attached is a subpoena for your attendance at the trial arising from
(client's name) 's _____ (date) accident. The case has been assigned for trial, and I will
notify you of the specific date(s) for your testimony as soon as I am able to do so.

Please note that the subpoena requires you to bring (client's name) 's original
medical records and bill to court. We recognize that you will want to retain your original
records. Please make a photostatic copy of the record, which we believe the court will
accept in lieu of the original. Please be sure, however, to bring both the original and
photostatic copy with you to court.

I understand that you have a busy schedule. We will try to accommodate it in
scheduling your testimony. If you will let my office know what times are best and worst
for you to come to court between now and _____ (date) _____. We will make every effort
we can to arrange for your testimony at a convenient time.

If you have any questions or concerns about this matter, please do not hesitate to
telephone me.

Sincerely,

(attorney's name)

SAMPLE NOTIFICATION TO TESTIFY
WITHOUT SUBPOENA

(date)

 (addressesee's name) M.D.
 (address)

Re: (client's name)

Vs: (name)

Date of Accident:

Dear Dr. (name) :

I have been notified by the court that my client's case will be scheduled for trial imminently. The court may assign the case at any time now.

So as to cause you the least amount of disruption to your schedule, I would appreciate your having someone in your office inform us of your availability during the next three months. We want to make every effort to be considerate of your schedule, though I hope you will understand that the progress of the case and the demands of the court may make it difficult for me to be entirely flexible in this regard.

There are several steps we should take at this time to try to make things go as smoothly as possible.

1. If you have seen (name) since the last date that you wrote to us, please be sure to send us an up-to-date report at this time. (Courts have excluded from evidence medical information which plaintiffs have offered in court when defense counsel have not been supplied with the same information a reasonable time before the trial started.);
2. Please be sure that you have sent (or send to me, as soon as possible), one original and one duplicate bill which are current and do not show payments made for the services you have provided to my client. This bill will be entered into evidence;
3. Please be sure that you have sent or send to me a current and itemized bill, showing any payments made for your services to my client. This bill will be used to determine what you are owed and to make arrangements for payment of the outstanding balance;
4. At your convenience, please begin to review your records concerning (name); and
5. I will telephone your office in the near future to arrange a pre-trial conference so that we might review the case and discuss any questions you have about trial procedures and your role.

If you have any questions or concerns about these matters, I hope you will feel free to discuss them with me at any time, and I want to thank you for your continuing cooperation.

Sincerely,

 (attorney's name)

SAMPLE NOTIFICATION OF MEDICO-LEGAL FEES

(date) _____

(attorney's name) _____, Esq.

Dear Attorney _____:

I have received your (date) _____ request for my medico-legal services for (patient's name) _____. Before I furnish my services and to avoid any after-the-fact misunderstandings, I wanted to advise you of my charges, which are as follows:

Standard (original) Medical Report:	\$ _____ / hour of preparation
Copies of records and reports:	\$ _____ /page, ___ per statute
Standard (original) Update: please define the difference between standard and extensive	\$ _____
Extensive (original) Update:	\$ _____
Case preparation:	\$ _____ per hour
Pre-trial Conferences:	\$ _____ per hour
Deposition:	\$ _____ per hour
Court Time:	\$ _____ per hour
Travel Time (if applicable):	\$ _____ per hour, plus expenses
Other (if listed)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Please notify me, in writing, whether you wish me to proceed. Your notification to proceed will constitute your agreement to be responsible for those services you request me to furnish in the amounts specified above.

Sincerely,

(physician's name) _____