

# ***Melissa F. Jackson, Ph.D.***

Licensed Psychologist

Clinical and Forensic Psychology  
2821 7<sup>th</sup> Street  
Tuscaloosa, Alabama 35401

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## ENGAGEMENT AGREEMENT

**Service.** A forensic psychological service is a psychological evaluation, consultation, or expert witness service that is undertaken for legal purposes. Dr. Jackson provides forensic psychological services to a law firm who is the client. The litigant is not Dr. Jackson's client. Forensic evaluation typically involves face-to-face interview with the person to be evaluated, psychological testing, interviews with individuals deemed necessary by Dr. Jackson to conduct a thorough and complete evaluation, review of related documents and other evidence. Evaluation sessions, including testing, are arranged by appointment and will occur in the most expedient time frame possible. Dr. Jackson's findings, impressions, opinions, conclusions, and recommendations are based on the totality of the information gathered through the evaluation procedure and will include information provided by outside agencies. At times, Dr. Jackson will request that information that has not come to the attention of the client be made available for the purposes of the evaluation. This may or may not require a subpoena.

**Confidentiality.** The usual laws governing confidentiality between psychotherapist and patient do not apply to the relationship or information obtained during the course of the forensic evaluation. Information obtained in the course of the forensic evaluation will be shared with the individual's attorney and/or the presiding judge. This policy also recognizes Dr. Jackson's use of professional test scoring services, and other professional consultation as deemed advisable by Dr. Jackson. Be aware that in certain instances the law requires Dr. Jackson to disclose privileged information, for example, in situations of suspected child abuse, of potential harm to oneself or another, and in instances where the court orders the disclosure of privileged information and records.

**Results.** Written reports are not always necessary but may be requested by an attorney or the court. Any results, reports, and copies of records shall only be prepared, written, and provided after the full evaluation is completed. Partial reports will not be provided.

**Fees.** Fees and disbursements for service shall include, but not be limited to, charges for legal and professional consultations, interviews, evaluation appointments, collateral appointments, testing, test scoring and interpretation, reviewing documents and other evidence, preparing and providing reports, affidavits, and testimony, and assistant time and effort, where applicable.

Dr. Jackson's usual and customary fee is \$150 per hour for all services. This includes but is not limited to evaluation, testing, collaborative interviews, consultation, review of records, depositions, affidavits, and court testimony and preparation. There are no fees for photocopying or costs associated with psychological testing. In cases in which travel is required, Dr. Jackson's fee remains at \$150 per hour and includes travel time to and from the destination. In situations where travel requires airfare, use of a rental car, and hotel accommodations, these charges will be handled by the hiring agency. In situations where travel requires the use of Dr. Jackson's personal vehicle, there is no charge for mileage or gas but the hourly rate of \$150 will still apply.

The financially responsible party shall be the law firm by whom Dr. Jackson is retained unless there is an agreement otherwise in writing or via court order. The responsible party shall pay the fees and disbursements for all time and services provided by Dr. Jackson.

**Retainer or Court Order.** A retainer of \$3,000 is due at least 48 hours before the first consultation or evaluation session with Dr. Jackson and before Dr. Jackson may be identified to opposing counsel or to the court as having been retained by the law firm. The retainer shall be applied to the final billing statement, and Dr. Jackson shall return any unused remaining portion of the retainer to the payer. In lieu of a retainer, a court order or other document guaranteeing payment will be required.

The final cost of forensic services varies widely depending on the amount of time spent by Dr. Jackson meeting with relevant individuals pertinent to the case, the amount of information to be read, and the degree of complexity of the matter. Dr. Jackson's fees may substantially exceed the initial retainer in which case additional retainers shall be required. Additional retainers and fees shall be paid promptly when requested by Dr. Jackson. Other arrangements can be made and should be discussed prior to the initiation of service.

**Review of Information:** In cases where a review is necessary before an initial engagement agreement, a fee of \$600 will be charged, which covers 4 hours of review and a consultation with the lawyer to determine whether Dr. Jackson is the appropriate person for the case.

**Agreement.** All agreements and contracts with Dr. Jackson are in writing. Any modification of the terms of this agreement must be in writing and signed by Dr. Jackson. Should Dr. Jackson, at her sole discretion, choose to waive any requirement under the terms of this agreement, that waiver shall not be deemed as a subsequent waiver of that requirement or as a waiver of any other requirement under the terms of this agreement or other contract. Dr. Jackson, in agreeing to provide this forensic psychological service, is specifically relying on acceptance of the terms of this agreement by the responsible party. An authorized representative of the law firm or the court ordered responsible party retaining Dr. Jackson shall signify agreement to this Engagement Agreement by signing below.

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Melissa F. Jackson, Ph.D. -----  
Date

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Individual authorized to enter into agreement -----  
Date

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Attorney authorized to enter into agreement -----  
Date

COMMENTS:

Review of Information only – no engagement agreement until further review.      YES                      NO