
Forensic Services Letter of Engagement

I. Purpose

This agreement outlines the terms of engagement for court related matters. The terms of engagement are in writing in order to avoid misunderstandings. We ask that you indicate your agreement through initialing each section and applying your full signature on page X. The agreement must be signed and returned to our office, along with the initial retainer fee, prior to initiating any services.

II. Disclaimer

Ms. Tucker-Huggins holds a Master of Arts degree in Professional Counseling from Trevecca and is licensed as a Professional Counselor-Mental Health Service Provider (LPC-MHSP) in the state of Tennessee. Ms. Tucker-Huggins is **not** a Forensic Psychologist and does not perform clinical psychological evaluations. Additionally, she is **not** an attorney and will refrain from offering legal advice.

Ms. Tucker-Huggins adheres to the Association of Family and Conciliation Court's distinction between forensic services and psychological evaluations, which states: "Forensic evaluations involve the application of knowledge and skills from the mental health professions to aid in the resolution of legal matters, whereas clinical psychological evaluations aid in the diagnosis of psychological disorders for mental health treatment".

Forensic services are performed for the expressed purpose of assisting the parties and courts in reaching legal determinations within a well-defined area of concern.

Initial: _____

III. No Guarantee Notice

In many situations regarding forensic services, the court or your attorney has outlined specific issues to be addressed. It is difficult to accurately predict the length of time it will take to completely resolve your legal matter and much depends on the level of cooperation of all involved parties. Services are not to be utilized as a "weapon" in court. Regardless of who pays the fees associated with the case, Ms. Tucker-Huggins is called to provide objective, unbiased information. To the best of her ability, she must adhere to logic, complex truths, and best interest determinations and cannot be paid to support a biased agenda for any party involved.

Initial: _____

IV. Scope of Service

a. Dual Roles

Except for in rare situations, it is generally only appropriate for a professional to serve in one capacity on a case. For instance, an evaluator should not be providing consultation to any of the litigants, nor should a therapist perform evaluations on their established clients. Within the realm of consultation services, however, there is a little more flexibility in combining roles. Please ask questions should concerns arise.

b. Assessments and Evaluations

- ***Parenting Plan Evaluation/Development***

When it is unclear what type of timesharing arrangement is in the best interest of the child(ren) in a case, the Court may appoint Ms. Tucker-Huggins to perform a parenting plan evaluation which will include the entire family and incorporate recommendations for parenting plans/shared parenting time.

- ***Parenting Assessment***

An individual's parenting style can have a profound impact on the emotional and physical development of a child. A parenting assessment evaluates the parenting style in relation to the identified needs of a specific child. It will examine emotional bonds, discipline techniques, expectations, and perspective of family members. Specific recommendations can be made to improve parenting skills.

- ***Independent Alcohol and Drug Assessment***

Ms. Huggins is trained in administration and clinical interpretation of the Substance Abuse Subtle Screening Inventory (SASSI) and can provide specific recommendations without the bias of being in the field of alcohol and drug treatment.

- ***Brief Focused Evaluation (BFA)***

BFAs address specific, narrowly defined referral question(s) identified by a judge or designated judicial officer. The purpose of BFAs is to provide the judge in a family court dispute with information generated through reliable procedures regarding focused questions that have been identified by the court as important to the resolution of family matters.

c. Expert Witness

Ms. Tucker-Huggins can be appointed by the Court to serve as a neutral evaluator for cases involving child custody disputes. The Court typically requires that these evaluations take place when litigants cannot agree on a custodial arrangement with the assistance of their lawyers or a mediator. The aim of the evaluation is to provide the Court with important information relating to the child's best interests, from a neutral expert, in order to assist the Judge in making custody determinations. After serving as an evaluator, Ms. Tucker-Huggins is comfortable and experienced in providing expert witness testimony to assist the Judge in making a final determination on the case.

Second Opinion Evaluator

If an initial evaluation of a litigant or family has been performed, and questions have been raised about the validity of the results, Ms. Tucker-Huggins can be appointed to conduct a "Second Opinion Evaluation". In this function, the evaluator may or may not be asked to review the initial evaluator's findings but will always re-evaluate all parties and collateral contacts in order to formulate an independent opinion about the situation at hand.

d. Consultation and Litigation Support Services

As previously stated, there is more flexibility in combining several of the following consultation roles, thus establishing the best possible outcome for your case. Please discuss the options with your evaluator when appropriate.

- ***Attorney/Client Support and Education***

In some situations, attorneys may have clients that could benefit from one-on-one guidance from a psychological expert to prepare them for trial or to assist with settlement agreements. Especially in high conflict divorces, it can be particularly helpful to hire a mental health consultant early in the case, to walk the litigant through the custody evaluation process. As a mental health consultant in this capacity, Ms. Tucker-Huggins often provides the client with psychoeducation, teaches effective communication techniques, provides information on

divorced parenting skills, and provides them with anxiety reducing techniques to utilize throughout the process. Ms. Tucker-Huggins can also assist by utilizing the most up to date, generally accepted literature, to help create parenting plans that are developmentally appropriate and structured with the child's psychological best interest in mind.

• ***Psychological Research and Education for Attorneys, Clients, and the Court***

When attorneys are faced with difficult clients who refuse to consider sound advice, Ms. Tucker-Huggins is generally able to help present information in a way that the client may be more receptive to hearing. Additionally, unless asked to testify, this assistance does not have to be disclosed and will remain under the client/attorney privilege.

As a mental health consultant, Ms. Tucker-Huggins is available to provide litigants, attorneys, and the Court with information on topics such as standard child custody evaluation processes and procedures, developmental needs of children, typical emotional and behavioral responses to divorce by children, the attachment issues influencing parenting plans and access decisions. The information is explained in easily understood terms that will be relatable to the situation at hand.

Initial: _____

V. *Confidentiality*

There are some situations in which there is a legal obligation to take action to protect others from harm, even if it requires revealing information disclosed as “confidential”. If a child, an elderly person, or a disabled person is being abused, the state of Tennessee requires mandated reporting. This is also true for threats of harm to oneself or another.

In the event that requests, or subpoenas are issued to attend or testify in court, you must understand that information may be revealed that includes the following: conversations, texts, and/or emails, assessment or evaluation findings, and/or recommendations within the identified scope of service. Therefore, confidentiality cannot and will not be held. Communications made as part of counseling and/or parent interviews and/or forensic interviews with a parent, including communications between the parties and their children, communications between the therapist and other relevant parties or persons, and communications with the court and/or attorneys, shall not be confidential except as provided by law. Recordings of any type (audio, video, or any other recording) during counseling sessions or within the office are strictly prohibited. Nothing in this agreement is intended to create a privileged or therapist-client confidential communication.

Initial: _____

VI. *Location of Services*

Except where special arrangements have been made, all services will be provided at 805 S Church Street, Ste #20, Murfreesboro, TN 37130, or the satellite office located at 1114 N Main Street, Ste B, Shelbyville, TN 37160.

Initial: _____

VII. *Financial Agreement*

Charges are calculated in 15-minute increments, you will be billed for services such as telephone conferences, telephone calls (except when scheduling), emails, administrative duties, in-person conferences, clinical interviews, psychological assessments, psychological testing materials and

test purchases, test interpretation, topic research, report writing, collateral contacts, record reviewing, court preparation, wait time, travel time, etc. Record review, for all records Ms. Tucker-Huggins is required to review and take into consideration, is generally billed at about one minute per page. We will also be billing for out-of-pocket expenses such as travel accommodations, conference room rentals, postage, copies, courier services, etc.

Text messages sent and received will be billed at \$15.00 per text message. Please be aware that there is less confidentiality in sending text messages.

Please note any time a party subpoenas us for any testimony, we will be invoicing them separately at the rates indicated and that the responsible party will be required to pay for preparation time and travel time in addition to the time spent in court. All fees, including the fees for preparation and travel, must be paid at least 14 days before the court date. Payment is nonrefundable.

Appointment times are reserved in advance, and Ms. Tucker-Huggins requires a minimum of 48 hours notice if there is a need to cancel an appointment. Appointments missed or canceled without 48-hour notice will be billed at the full rate.

INSURANCE WILL NOT BE BILLED AND WILL NOT COVER ANY PORTION OF THESE FEES.

a. Associated Fees

- Records Review \$200/Hour
- Assessment Administration/Interpretation \$200/Hour
- Report Writing \$200/Hour
- Mediation Services \$250/Hour (3 Hour Min/Equally divided)
- Court Preparation/Travel \$250/Hour
- Consultation Services \$250/Hour (2 Hour Minimum)
- Parenting Coordination \$250/Hour (Equally divided between parties)
- Expert Witness Testimony \$250/Hour (4 Hour Min/Retainer Req'd)
- Depositions: \$250/Hour (4 Hour Min/Retainer Req'd)
- Text Messages (Incoming & Outgoing) \$15/Text
- Testing Supply Fees: Varies

b. Retainer

An initial retainer in the amount of **\$2500.00** will be required prior to beginning any services. The Retainer may be paid by CASH, CHECK, OR MONEY ORDER ONLY. One half of this amount is non-refundable, but may be applied toward record review, consultation, clinical interview, or late cancellation of an evaluation.

Payment for deposition and/or courtroom testimony must be made 14 days in advance of the offering of such testimony and is entirely non-refundable. Any time spent on your case prior to Ms. Tucker-Huggins being retained will be deducted once payment is received.

c. Miscellaneous Payment Information

We require that a credit card be kept on file to cover expenses should the balance of the retainer be exhausted or any outstanding bill that is 30+ days overdue.

Name on CC: _____ Billing Address: _____

Credit Card Number: _____ Expiration Date: _____ CVV: _____

****We reserve the right to reprocess any denied charges.****

In the event of nonpayment of invoices, you agree that I may withdraw my services regardless of whether I have been formally designated as an expert.

You will receive monthly invoices and you will be expected to replenish your retainer after each invoice is sent. Any overage charges will be charged to the card on file, with the understanding that prior to continuing services, the retainer will need to be replenished. We have the right, at our discretion, to withdraw from your case. If at any time you believe the bill is not reasonable, you must notify this practice in writing within three (3) days of the date of billing, and we will review the bill. If no written notice is received within the three (3) day period, it will be understood that the billing statement is accepted as correct, accurate and reasonable.

Initial: _____

VIII. Conflict of Interest

Please provide names of all parties involved, including counsel, opposing counsel, opposing parties, and key witnesses so that I may perform a conflict-of-interest check. I will disclose any known conflicts.

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Any pertinent court orders and parenting plans must be submitted prior to initiation of services.

Initial: _____

IX. Termination

Termination of services may occur at any time upon written notice. Likewise, Ms. Tucker-Huggins may terminate services at her discretion upon written notice. Potential reasons for termination may include but are not limited to the following:

- Your needs have become outside Ms. Tucker-Huggins Scope of Service, Experience, and/or Training;
- You do not comply with recommendations;
- A conflict of interest has become apparent;
- Failure to pay fees on a timely basis; or
- There is a belief that termination would be in your best interest.

Initial: _____

X. Dispute Resolution

If any dispute, controversy, or claim (whether based upon a contract, alleged negligence, alleged fraud, or otherwise) arises between you and Ms. Tucker-Huggins, both agree to resolve the Dispute through mediation administered by the American Arbitration Association (“AAA”). If we still have not resolved the Dispute, we agree to resolve the Dispute through binding arbitration in accordance with the applicable AAA rules. In the event you do not follow these dispute-resolution procedures or if I am the substantially prevailing party in arbitration, you agree that the arbitrator may award me my reasonable attorneys’ fees and arbitration expenses. We agree that any demand for arbitration must be made before the date when a court action relating to the Dispute would have been barred by the applicable statute of limitations, and we agree that a judgment on the arbitration award may be entered in any court having jurisdiction.

BY INITIALING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE DISPUTE-RESOLUTION PROVISIONS AND YOU KNOWINGLY AND VOLUNTATILY WAIVE AND RELINQUISH ANY RIGHTS TO HAVE A DISPUTE RESOLVED IN A COURT OR BY A JURY TRIAL.

Initial: _____

XI. Acknowledgement and Signatures

Your signature below indicates that you have read each of the above policies and conditions of engagement and agree to all the terms in their entirety.

Printed Name: _____

Signature: _____

Date: _____