

**FORENSIC MATTERS:
AGREEMENT CONCERNING PSYCHOLOGIST'S TESTIMONY AND RECORDS
(For Minors)**

This agreement ["Agreement"] is made between Amy Sheinberg, Ph.D., and Parent One _____ Parent Two _____ going forward referred to as [Parents], this ____ day of _____, 20____, in order to state certain conditions under which Dr. Sheinberg ["Psychologist"] will provide professional mental health services for the Parent(s)'s child(ren) name(s), _____. In the event that this Agreement is signed after treatment of the Parent(s)'s child(ren) has begun, the Parent(s) agree that this Agreement shall be treated as if signed and effective immediately prior to the first day of treatment of the Parent(s)'s child(ren).

TESTIMONY

The Psychologist has determined, and the Parent(s) agree(s), that the child(ren)'s emotional health and need to know the sessions are confidential outweigh the need for the Psychologist or her records to be available for any current or future litigation concerning the child(ren) and/or the Parent(s). The Parent(s) agree that they will not require the Psychologist to testify (deposition, courtroom testimony, or otherwise) concerning her treatment of the child(ren) in any current or future litigation. Further, the Parent(s) will not request or subpoena the Psychologist's records concerning her treatment of the child(ren) for use in any current or future litigation.

Because the child(ren) are the identified patient(s) of the Psychologist, any parental attempt to involve the Psychologist in the litigation process, including subpoenaing the Psychologist and/or her records, will hold both parents equally liable and fiscally responsible and agree to pay all costs and attorney's fees incurred by the Psychologist, including fees for her time in defending any attempt to defeat this Agreement and force her to testify or produce her records. In the event the Psychologist's deposition is taken, whether by court order or otherwise, the Parent(s) agree to compensate the Psychologist for 8 hours of her time, regardless of the length of the deposition (unless it lasts longer than 8 hours), at an hourly rate of \$600.00 per hour. The \$4800.00 deposition fee will be paid before the commencement of the deposition. The Parent(s) further agree that any deposition of the Psychologist will take place in Dallas County, Texas, at a location of the Psychologist's choosing, on a date convenient with her work and personal schedule.

Additionally, the Parent(s) shall also compensate the Psychologist's attorney of her choosing for his/her time in defending the Psychologist, this Agreement, and contesting the Parent(s)'s right to request a deposition and/or records, including but not limited to motion drafting and hearing attendance, deposition preparation time, actual time in the deposition, courtroom testimony preparation time, and real-time spent presenting and defending the Psychologist in court, all at the attorney's then-prevailing hourly rate. Payment of the Psychologist's and Psychologist's attorney's fees shall be made upon presentation of each bill. Payment of all fees should be made within three (3) business days upon receipt to the attorney on record and the Psychologist. Failure to pay within that time frame could result in added late fees.

The Parent(s) acknowledge that:

- The Psychologist's testimony will in no way be influenced by the fact that a Parent(s) are paying the fee; and
- The Parent(s) understand(s) that the Psychologist's testimony may be prejudicial to the Parent(s)'s legal position.

The Parent(s) acknowledge and understand that litigation is time-consuming and takes up the Psychologist's time that could otherwise be applied to treating the Psychologist's other clients. Thus, the Parent(s) further agree to compensate the Psychologist for her time spent (1) reviewing records in preparation for any hearing, deposition, or trial; and (2) in responding to any written discovery requests. Time for those above will be billed separately to the Parent(s) at the same \$600.00 hourly rate. Payment of all fees should be made within three (3) business days upon receipt to the attorney on record and the Psychologist. Failure to pay within that time frame could result in added late fees.

RECORDS

Should the production of records be mandated, the Parent(s) understands that the following applies to document production:

- The Psychologist will produce records only if Court-ordered and only to the presiding judge if the Psychologist believes there to be a potential risk to the Child(ren) in making these notes available to the Parent(s);
- Each Parent(s) agrees to pay fifty (50) percent of the total amount of the fees listed in the following section unless a judge has determined otherwise;
- The Parent(s) understand that the Psychologist’s records will in no way be influenced by the fact that one or more Parent(s) is paying the fee; and
- The Parent(s) understand that the Psychologist’s records may be prejudicial to their legal position.

The fees to be paid and received in full before the Psychologist produced the records are:

- Three (3) hours (\$1800.00) of preparation time for review and gathering of clinical records and supporting documents;
- If a summary of such records is requested, time spent preparing the summary will be charged at the rate of \$600.00 per hour;
- An administrative fee of 0.50 cents per page for any records copied and produced;
- Any time spent preparing responses to any written discovery requests will be charged at the same hourly fee rate (\$600.00) noted above; and
- Any time spent by the Psychologist’s attorney, at his/her hourly rate at the time the work is performed, in reviewing and/or objecting/responding to the records requests or other written discovery requests.

The upfront fee reflects the reality that the Psychologist could not go to Court with the Parent(s) owing a large bill. This would open the Psychologist to question whether the financial situation influenced the Psychologist’s judgment. This is not acceptable for the Parent(s), and the Psychologist will adhere strictly to this policy.

The Parent(s) further acknowledge that mental health professionals have a duty to deny parents access to the records of a child patient if the professional determines that the release of said records would be harmful to the patient’s physical, mental, or emotional health and therefore the Parent(s) may be denied access information concerning treatment of the child(ren) if the Psychologist makes such a determination.

This Agreement has been explained to us; we have been allowed to have it reviewed by counsel of our choosing; we agree that it was mutually negotiated and shall not be construed against any signatory hereto, and we agree to abide by this Agreement and have been offered a copy of this Agreement which will be kept on file by the Psychologist.

Date: _____ Signature of Parent _____

Printed name of Parent _____

Date: _____ Signature of Parent _____

Printed name of Parent _____

I reviewed this Agreement with the Parent(s) before they signed it.

Dated this _____ day of _____, 20____.

Signature of Psychologist: _____
Amy Sheinberg, Ph.D.