

FORENSIC MATTERS: AGREEMENT CONCERNING PSYCHOLOGIST'S TESTIMONY AND RECORDS

This agreement [**"Agreement"**] is made between Amy Sheinberg, Ph.D. [**"Psychologist"**], and [the **"Patient"**] _____, this _____ day of _____, 20____, in order to state certain conditions under which the Psychologist will provide professional mental health services for the Patient. In the event that this Agreement is signed after treatment of the Patient has begun, the Patient agrees that this Agreement shall be treated as if signed and effective immediately prior to the first day of treatment of the Patient.

TESTIMONY

The Psychologist has determined, and the Patient agrees, that the Patient'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 Patient. The Patient agrees that he/she will not require the Psychologist to testify (deposition, courtroom testimony, or otherwise), concerning Patient's treatment in any current or future litigation. Further, the Patient will not request or subpoena the records of the Psychologist concerning her treatment of the Patient for use in any current or future litigation.

In the event Patient either attempts to subpoena or workout a separate agreement with the Psychologist or her records, Patient agrees 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 results in her testifying or producing her records. In the event the Psychologist's deposition is taken, whether by court order or otherwise, the Patient agrees 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 per hour. The \$4800 deposition fee will be paid in advance of the commencement of the deposition. The Patient further agrees 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 Patient shall also compensate the Psychologist's attorney of her choosing for his/her time in defending this Agreement, either by representing and protecting the rights' of the Psychologist or in contesting the Patient'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 actual time spent presenting and defending the Psychologist in court, all at the attorney's then-prevailing hourly rate. Payment of the Psychologist's attorney's fees shall be made upon presentment of same, either to the attorney of record or to the Psychologist who will forward to the attorney. This bill is to be paid by the Patient within three (3) business days upon receipt. Failure to pay within that time frame could result in added late fees.

The Patient acknowledge that:

- the Psychologist's testimony will in no way be influenced by the fact that the Patient is paying the fee; and
- The Patient understands that the Psychologist's testimony may be prejudicial to the Patient's legal position.

The Patient acknowledges and understands that litigation is time-consuming and takes up the Psychologist's time that could otherwise be applied to treating the Psychologist's other patients. Thus, the Patient further agrees to compensate the Psychologist for her time spent (1) reviewing records in preparation for any hearing, deposition, or trial; (2) in responding to any written discovery requests; and (3) rescheduling any patients inconvenienced by said litigation. Time for the aforementioned will be billed separately to the Patient at the same \$600 hourly rate, and is to be paid within three (3) business days upon receipt. Failure to pay within that time frame could result in added late fees.

RECORDS

Should production of records be requested, the Patient understands that the following applies for document production:

- The Psychologist will produce records only if Court-ordered (subpoenas for same will be challenged);
- The Patient agrees to pay the full amount of the fees listed in the following section;
- The Patient understands that the Psychologist’s records will in no way be influenced by the fact that the Patient is paying the fee; and
- The Patient understands that the Psychologist’s records may be prejudicial to Patient’s legal position.

The fees to be paid and received in full prior to the Psychologist’s production of the records are:

- a. Three (3) hours (\$1800) of preparation time for review and gathering of clinical records and supporting documents;
- b. If a summary of such records is requested, time spent preparing the summary will be charged at the rate of \$600 per hour;
- c. An administrative fee of \$0.50 cents per page for any records copied and produced;
- d. Any time spent preparing responses to any written discovery requests will be charged at the same hourly fee rate (\$600) noted above; and
- e. 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 reason the fee is paid up front reflects the reality that the Psychologist could not go into Court with the Patient owing a large bill. This would leave the Psychologist open to a question as to whether the financial situation had influenced the Psychologist’s judgment. This is not an acceptable situation for the Patient and the Psychologist will adhere strictly to this policy.

The Patient further acknowledges that mental health professionals have a duty to deny access to the Patient’s records if the professional determines that release of said records would be harmful to the Patient’s physical, mental, or emotional health and therefore the Patient may be denied access to information concerning treatment of the Patient if such a determination is made by the Psychologist. If court ordered, could be reviewed by the appointed judge who will have the knowledge that these records have be withheld from the Patient due to the aforementioned reasons.

This Agreement has been explained to the Patient; the Patient has been given the opportunity to have it reviewed by counsel of Patient’s choosing; the Patient agrees that this Agreement was mutually negotiated between Patient and Psychologist and shall not be construed against any signatory hereto; and the Patient agrees to abide by this Agreement and has been offered a copy of this Agreement which will be kept on file by the Psychologist.

Date: _____ Signature of Patient _____

Printed name of Patient _____

I have reviewed this Agreement with the Patient prior to Patient’s signing this Agreement.

Dated this _____ day of _____, 20____.

Signature of Psychologist: _____

Amy Sheinberg, Ph.D.