

PATIENT INFORMATION

Date / /

Clinician Amy Sheinberg, Ph.D.

Patient's Name _____ Date of Birth ____/____/____
Last First M.I.

Home Address _____
Street City State Zip Code

Appointment reminders are sent via email, please print email address you want to use for reminders and other health care information. Email (Self / Parent / Guardian) _____

Email (Self / Parent / Guardian) _____

Home Phone (Self / Parent / Guardian) _____ Work Phone (Self / Parent / Guardian) _____

Mobile Phone (Self / Parent / Guardian) _____ Other Phone (Self / Parent / Guardian) _____

Drivers License # (Self / Parent / Guardian) _____ SS# (Patient) _____ - _____ - _____

Gender M F Race African American Asian Caucasian Hispanic Native American Other _____

Marital Status (Self / Parents / Guardians) Single Married Partnered Separated Divorced Widowed

Employer (Self / Parent / Guardian) _____ Occupation (Self / Parent / Guardian) _____

Work Address (Self / Parent / Guardian) _____
Street City State Zip Code

If Child, Parent's Name _____ Parent's Name _____

Stepparent's Name _____ Stepparent's Name _____

Person to notify in case of emergency _____ Relationship to patient _____

Address _____ Phone _____
Street City State Zip Code

GUARANTOR INFORMATION (where statement will be sent, if different from above)

Name _____ Relationship to patient _____
Last First M.I.

Address _____
Street City State Zip Code

Home Phone _____ Work Phone _____

Date of Birth _____ SS# _____ - _____ - _____

Employer _____ Occupation _____

Address _____
Street City State Zip Code

REFERRAL INFORMATION

Referred by _____

CONSENT FOR TREATMENT

GENERAL CONSENT FOR TREATMENT: I authorize and request my practitioner carry out diagnostic procedures, psychological exams, and/or therapeutic treatment, which may be required at the time or during the course of my treatment. I understand the purpose of these procedures and recommendations will be explained to me upon my request and that they are subject to my agreement. I also understand that while the course of my treatment is designed to be helpful, my practitioner can make no guarantees about the outcome of my treatment. Furthermore, this process may bring up uncomfortable feelings and reactions such as anxiety, sadness, and anger. I understand that this is a normal response in the process of feeling better and that my practitioner will help me work through these. The success of our work together depends on the quality of the efforts on both parts, and the realization that I am responsible for lifestyle choice/changes that may result from therapy, specifically, one risk of marital therapy is the possibility of exercising the divorce option.

I am aware that I may stop my treatment with this practitioner at any time. The only thing I will still be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment (For example, if my treatment has been court-ordered, I will have to answer to the court).

Signature of Patient/Parent/Guardian/Conservator

Social Security Number

Date

GENERAL CONSENT FOR THE TREATMENT OF A CHILD OR DEPENDENT: _____ **Not Applicable**

I am the legal guardian or representative of the patient and on the patient's behalf legally authorize the practitioner to deliver mental health care services to the patient.

I understand that all policies described in this statement apply to patient, _____, who I represent.

Signature of Legal Guardian/Parent

Relationship to Patient

Date

CONSENT FOR TREATMENT OF CHILD OR DEPENDENT OF DIVORCED PARENTS: _____ **Not Applicable**

Psychotherapy can be a very important resource for children of separation and divorce. Establishing a therapeutic alliance outside of the home can:

- Facilitate open and appropriate expression of the strong feelings, which routinely accompany family transitions, including guilt, grief, sadness and anger
- Provide an emotionally neutral setting in which children can explore these feelings
Help children understand and accept the new family composition and the plans for contact with each member of the family
- Offer feedback and recommendations to a child's caregivers based on knowledge of the child's specific emotional needs and developmental capacities

However, the usefulness of such therapy is extremely limited when the therapy itself becomes simply another matter of dispute between parents. With this in mind, and in order to best help your child, I strongly recommend that each of the child's caregivers (e.g., parents, step-parents, day-care workers, Guardian Ad Litem [GAL]) mutually accept the following as requisites to participation in therapy.

1. As your child's psychotherapist, it is my primary responsibility to respond to your child's emotional needs. This includes, but is not limited to, contact with your child and each of his or her caregivers, and gathering information relevant to understanding your child's welfare and circumstances as perceived by important others (e.g., pediatrician, teachers). In some cases, this may include a recommendation that you consult with a physician should matters of your child's physical health be relevant to this therapy.
2. I ask that all caregivers remain in frequent communication regarding this child's welfare and emotional well being. Open communication about his or her emotional state and behavior is critical. In this regard, I invite each of you to initiate frequent and open exchange with me as your child's therapist.

3. I ask that all parties recognize and, as necessary, reaffirm to the child, that I am the child's helper and not allied with any disputing party.
4. I strongly recommend that all caregivers involved choose to participate in The Guardian Angels psycho-educational groups and/or read the book, Mom's House, Dad's House: Making Two Homes For Your Child, by Isolina Ricci. These resources help separating and divorced parents learn basic strategies for conducting a divorce in the best interests of the child.
5. Please be advised regarding the limits of confidentiality as it applies to psychotherapy with a child in these circumstances:
 - I keep records of all contacts relevant to your child's well being. These records are subject to court subpoena and may, under some circumstances, be solicited by parties to your divorce, including your attorneys.
 - Any matter brought to my attention by either parent regarding the child may be revealed to the other parent. Matters, which are brought to my attention, that are irrelevant to the child's welfare may be kept in confidence.
 - **I am legally obligated to bring any concern regarding health and safety to the attention of relevant authorities. When possible, should this necessity arise, I will advise all parties regarding my concerns.**
6. This psychotherapy will not yield recommendations about custody. In general, I recommend that parties who are disputing custody strongly consider participation in alternative forms of negotiation and conflict resolution, including mediation and custody evaluation, rather than try to settle a custody dispute in court.
7. Payment for my services is due, in full, at the time of service in a manner agreed to by all parties involved. Any outstanding balance accrued (for example, in conference with attorneys, the GAL, or teachers), must be paid promptly and in full. I will either bill you or ask for an initial retainer of \$ TBD prior to commencing this therapy to be held against charges incurred and subject to reimbursement at the conclusion of this therapy, as appropriate.

Your understanding of these seven points and agreement in advance of starting this therapy may resolve difficulties that would otherwise arise and will help make this therapy successful. Your signature, below, signifies that you have read and accept these points.

Caregiver name	Printed name	Date
Caregiver name	Printed name	Date
Caregiver name	Printed name	Date
Caregiver name	Printed name	Date
Child's name (printed)	Date of birth	Age

CONDITIONS OF SERVICES

Initial

AUTHORIZATION TO RELEASE INFORMATION: I authorize the release of information to my Primary Care Physician, other health care providers, institutions, and referral sources for the purpose of diagnosis, treatment, consultation, and professional communication where appropriate and only when specified by a signed release of information form (see attached forms).

Initial

AUTHORIZATION TO RELEASE INFORMATION TO THE INSURANCE COMPANY: I authorize the release of information to the assigned insurance company for claims, certification, case management, quality improvement, benefit administration and other purposes related to my health plan.

Initial

ASSIGNMENT OF INSURANCE BENEFITS: The practitioner does not accept assignment of insurance benefits.

FINANCIAL AGREEMENT, CO-PAYMENTS AND OFFICE POLICIES

Initial

At the time of your appointment, please have your driver's license available for us to photocopy for our records. It is important for you to understand that your charges are your responsibility.

Initial

I will immediately notify the practitioner or the office staff of any changes in my address, phone numbers and payment information.

Initial

I understand that I am responsible for obtaining prior authorization for treatment from my insurance carrier, if necessary. If I have not done so before treatment is rendered, I am aware that my insurance may not reimburse me.

Initial

If choosing to file for my insurance benefits, I understand that I must verify and obtain authorization for services unless otherwise specified. I understand that if my insurance benefits are managed by a managed care organization (MCO) that they can refuse to allow my practitioner to treat me. The MCO can refuse to pay for any of my treatment or may pay only a very small part of its cost. Finally, it can limit the kinds of treatments that can be provided to me. Even if the MCO does give the go-ahead, I understand that it can limit the number of times I am allowed to meet with the practitioner and may have a maximum dollar amount or set number of appointments that are allowed for therapy. I understand that the MCO is not obligated to let me use all of these appointments.

Initial

I understand that the business office may contact me in order to assist me in the coordination of treatment.

Initial

If your account with the provider is unpaid and arrangements have not been made for a payment plan, the practitioner can use legal means to get paid. The only information the provider will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to the provider.

Initial

I understand that payment is due at the time services. A deductible may first have to be met before you will start receiving reimbursements. We accept cash, personal checks, and major credit cards. The charge for a returned check is \$25. When a NSF check is returned to us, it is the office policy that the patient will no longer be able to write checks to that clinician. Cash or major credit cards will be accepted as an alternative unless other arrangements are made with the practitioner.

APPEALS AND GRIEVANCES

Initial

I understand that my insurance company does not delegate appeals and/or grievances to my practitioner. I acknowledge my right to request reconsideration (an appeal) in the case that my outpatient visits are denied certification. I understand that I would request an appeal through my practitioner who can assist me in obtaining information on contacting my insurance company and that I risk nothing in exercising this right.

Initial

I understand that I may submit a complaint or grievance to my practitioner at any time to register a complaint about my care. If I am not satisfied with the response I receive, I may send the complaint directly to the appropriate governing board.

THERAPEUTIC RELATIONSHIP

Initial

Your relationship with the practitioner is a professional and therapeutic relationship. In order to preserve this relationship, it is imperative that the practitioner not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. The practitioner's care is about helping you, but is not in a position to be your friend or to have a social or personal relationship with you. Gifts, bartering or trading services are not appropriate and should not be shared between you and the practitioner.

PRACTITIONER'S INCAPACITY OR DEATH

Initial

I acknowledge that in the event the identified practitioner becomes incapacitated or dies, it will become necessary for another practitioner to take possession of my files and records. By signing this information and consent form, I give my consent to allowing another licensed mental health professional selected by my practitioner to take possession of my file and records and provide me with copies upon request, or to deliver them to a practitioner of my choice.

OFFICE HOURS AND AFTER HOURS EMERGENCIES

Initial

Office hours (subject to change) are Monday -Thursday, 8 a.m.- 6 p.m. Should emergencies occur after hours, please call the main number and instructions will be given for how to contact your practitioner.

APPOINTMENTS

Initial

I understand that each practitioner has an individual policy about reminder calls, emails or texts. However, whether a confirmation call, email or text is placed, I am still held responsible for remembering my appointment time and day.

Initial

I give consent for my practitioner or a member of the office staff to leave me a voicemail, email or message should they not be able to directly reach me.

Initial

Scheduled appointment times are reserved especially for you. If an appointment is missed or cancelled with less than 24 business hours notice (or by noon on Friday if appointment is on Monday), you will be billed according to your practitioner's fee schedule. Insurance may not be billed for these late cancellations or no-shows. Repeated no-show appointments could result in referring you for reassignment to another practitioner.

Initial

Therapy sessions are, in general, 45 minutes in length. Your practitioner will discuss the length of the session as well as a fee schedule. The number of sessions needed depends on many factors, including designated goals and will be discussed by your practitioner.

CONFIDENTIALITY

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about, in other words, the "confidentiality" of therapy. But I cannot promise that everything you tell me will never be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a "secret" that I cannot keep secret.

1. **When you or other persons are in physical danger**, the law requires me to tell others about it. Specifically:

- a. If I come to believe that you are threatening serious harm to another person, I am not required by law to try to protect that person. However, hospitalization may be considered for you.
- b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything you have told me.

2. In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called "privilege," and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:

- a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
- b. In cases where your emotional or mental condition is important information for a court's decision.
- c. During a malpractice case or an investigation of me or another therapist by a professional group.
- d. In a civil commitment hearing to decide if you will be admitted to a psychiatric hospital.
- e. When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.

3. There are a few other things you must know about confidentiality and your treatment:

- a. I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients. I must give him or her some information about my clients, like you.
- b. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

4. **Children and families create some special confidentiality questions.**

- a. When I treat children under the age of about 12, I must tell their parents or guardians whatever they ask me. As children grow more able to understand and choose, they assume legal-rights. For those between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to general information, including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in any danger.
- b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.

- c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.
- d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.
- e. If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.
- f. At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies. (See point 6b, below.)

5. Confidentiality in group therapy is also a special situation.

In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

6. Finally, here are a few other points:

- a. I will not record our therapy sessions on audiotape or videotape without your written permission.
- b. If you want me to send information about our therapy to someone else, you must sign a "Release-of-Records" form. I have copies, which you can see so you will know what is involved.
- c. Any information that you share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

The laws and rules on confidentiality are complicated. Situations that are not mentioned here come up only rarely in my practice. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally.

In the event that the undersigned practitioner reasonably believes that I am a danger, physically or emotionally, to myself. I specifically consent for the practitioner to warn the person in danger and to contact the following persons, in addition to medical and law enforcement personnel:

Name	Telephone number
_____	_____
_____	_____
_____	_____

The signatures here show that we each have read, discussed, understand, and agree to abide by the points presented above.

Signature of patient (or person acting for client)	Date
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Printed name

Signature of practitioner	Date
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Amy Sheinberg, Ph.D.

8333 Douglas Ave., Suite 1240 Dallas, TX 75225
214 361 0660

Notice of Privacy Practices

To my patients: This notice describes how health information about you (as a patient in my practice) may be used and disclosed and how you can get access to your health information. This is required by the Privacy Regulations created as a result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Commitment to Your Privacy

My practice is dedicated to maintaining the privacy of your health information. I am required by law to provide you with the following important information explaining your rights and my obligation to maintain your privacy.

Uses and Disclosures Requiring Authorization

Your signature on the agreement to enter into treatment with me provides consent for me to use or disclose your protected health information (PHI) in the course of treatment, payment and health care operations purposes. This would include consultations with other professionals who are also legally bound to keep the information confidential; any clinical or administrative personnel responsible for billing; and any contract I may have with an agency associated with your care and health service, which promises to maintain confidentiality except as specifically allowed in the contract or otherwise required by law.

With your permission and written authorization, I may release information for other purposes. When I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain authorization from you before releasing this information. You may revoke all such authorizations at any time, in writing, unless 1) I have taken action in reliance on it; or 2) if the authorization was obtained as a condition of obtaining insurance coverage; or 3) if you have not satisfied any financial obligations you have incurred.

Uses and Disclosures Requiring Neither Consent Nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Harm or Abuse: When necessary to reduce or prevent a serious threat to your health and safety, or the health and safety of another individual, or the public. I am required to report any suspicion of child abuse, adult or domestic abuse to the appropriate authorities.
- Health Oversight: To public health authorities and health oversight agencies that are authorized by law to collect information.
- Judicial or Administrative Proceedings: Privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered, and I am required to release information.
- National Security: If you are a member of US or foreign military forces (including veterans) and if required by the appropriate authorities; to federal officials for intelligence and national security activities authorized by law.
- Law Enforcement Officials: To correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official.
- Worker's Compensation: I may disclose records relating to your diagnosis and treatment to your employer's insurance carrier for Worker's Compensation or similar programs.

Your Rights Regarding Your Health Information

Communications: You can request that my practice communicate with you about your health and related issues in a particular manner or at a certain location. For instance, you may ask that I contact you at home rather than at work. I will accommodate reasonable requests.

Restrictions: You can request a restriction in my use or disclosure of your health information for treatment, payment, or health care operations. Additionally, you have the right to request that I restrict disclosure of your health information to only certain individuals involved in your care or the payment of your care. I am not required to agree with your request. However, if I do agree, I am bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you.

Inspect and Copy: You have the right to inspect or obtain a copy of the health information that may be used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed.

Amend: You have the right to request an amendment of your health information if you believe it is incorrect or incomplete, as long as this information is kept by and for my practice. Your request must be made in writing and submitted to me at the address on the letterhead. You must provide a reason that supports your request. I may deny your request, however.

Complaints: If you believe your privacy rights have been violated, you may file a complaint with my practice or with the Secretary of the Department of Health and Human Services. To file a complaint with my practice, contact me at the address on the letterhead. All complaints must be in writing. You will not be penalized for filing a complaint.

Other Authorizations and Accounting: My practice will obtain your written authorization for uses and disclosures not identified by this notice or permitted by applicable law. You generally have the right to receive an accounting of any disclosures of your information, which were made without your consent or authorization.

If you have any questions regarding this notice or my health information privacy policies, please contact me at the phone number on the letterhead. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

Receipt of Notice of Privacy Practices

ACKNOWLEDGEMENT

I hereby acknowledge that I have received/been offered a copy of the Notice of Privacy Practices for Amy Sheinberg, Ph.D., LLC.

SIGNATURE _____ DATE _____

NAME (printed) _____

8333 Douglas Ave., Suite 1240
Dallas, TX 75225

CONSENT FOR EMAIL/TEXT COMMUNICATION

Amy Sheinberg, Ph.D. 8333 Douglas Ave., Suite 1240 Dallas, TX 75225

I will be happy to respond to your query within reason, but to do so via email you must provide your consent, recognizing that email is not a secure form of communication. There is some risk that any protected health information that may be contained in an email may be disclosed to, or intercepted by, unauthorized third parties. I will use the minimum necessary amount of protected health information to respond to your query. Communication technologies must never replace the crucial interpersonal contacts that are the very basis of the patient-psychologist relationship. Patient-psychologist electronic mail is defined as computer-based communication between psychologists and patients within a professional relationship, in which the psychologist has taken on an explicit measure of responsibility for the patient's care. These guidelines do not address communication between psychologists and consumers in which no ongoing professional relationship exists, as in an online discussion group or a public support forum.

Communication Guidelines:

I will return email as soon as possible, but within 24 hours of receipt during business hours. If I am on vacation, email may or may not be returned until I return. I will have a practitioner on call for emergencies, but you will need to call my office for that information.

All email/text communication will be retained either by paper and/or electronic copies for the term applicable to paper records. I will back-up all communication weekly.

Therapeutic communication (sensitive subject matters) should be kept at a minimum. Please call to set up an appointment for therapeutic matters.

E-mail correspondence will not be used to establish a patient-psychologist relationship. E-mail should supplement other, more personal encounters. Without the benefit of face-to-face interaction, email can be misinterpreted in tone and meaning.

Email or text communication to change an appointment is acceptable.

Please put in subject line the nature of the communication (e.g., appointment, advice, billing question), and please make sure your name and/or identifying information about the patient is in the body of the message.

Please be concise in your email. If the matter cannot be written in a concise fashion, please call to schedule an appointment.

I will also send you a message to inform you of completion of request.

You will be reminded if you do not adhere to these guidelines, if necessary, I will terminate the email/text relationship.

Encrypted messages are the most protected form of communication, however, I do not presently use an encrypted program.

My computer(s) is/are password protected.

Your email/text will not be forwarded to a third party without your expressed permission, unless you have already signed a release for me to communicate with a professional.

Your email address will not be used in any marketing scheme.

My office manager and I are the only ones with access to my email address and/or mobile number.

I will double-check all "To" fields prior to sending messages.

These policies also apply to facsimile communications.

A. General email risks include but are not limited to the following:

- Email can be immediately broadcasted worldwide and received by many intended and unintended recipients;
- Recipients can forward email messages to other recipients without the original sender's permission or knowledge;
- Users can easily send an email to the incorrect address;
- Email is easier to falsify than handwritten or signed documents;
- Backup copies of email may exist even after the sender or the recipient has deleted his or her copy.

B. Specific email risks include but are not limited to the following:

- Email containing information pertaining to a patient’s diagnosis and/or treatment must be included in the patient’s medical records, thus, all individuals who have access to the medical record will have access to the email messages
- If you are sending your email from your employer’s computer, your employer does have access to your email.
- While it is against the law to discriminate and Texas subscribes to a “no cause” termination policy, an employer who has access to your email can use the information to discriminate against the employee. Additionally, the employee could suffer social stigma from a workplace disclosure.
- Insurance companies who learn of your Personal Health Information (PHI) could deny you coverage.
- Although practitioners will endeavor to read and respond to email correspondence promptly, they cannot guarantee that any particular email message will be read and responded to within any particular time frame. The exception would be that the email is part of a scheduled time frame for a prepaid email counseling session.

C. Conditions for use of email: All email sent or received that concern your diagnosis or treatment or that are part of your medical record will be treated as part of your PHI. Reasonable means will be used to protect the security and confidentiality of the email. Because of the risks outlined above the security and confidentiality of email cannot be guaranteed, your consent to email correspondence includes your understanding of the following conditions:

- All email to and from you concerning your PHI will be a part of your file and can be viewed by health care and insurance providers, and the practitioner’s office support staff.
- Your email will not be forwarded outside the office without your consent or as required by law.
- Though all efforts will be made to respond promptly this may not be the case. Because the response cannot be guaranteed please do not use email in a medical emergency.
- You are responsible for following up with the practitioner or support staff if you have not received a response.
- Medical information is sensitive and unauthorized disclosure can be damaging. You should not use email for communications concerning diagnosis or treatment of AIDS/HIV infection, other sexually transmissible diseases, mental health, and developmental disability or substance abuse issues.
- Since employers do not observe an employee’s right to privacy in their email system, you should not use your employer’s email system to transmit or receive confidential email.
- The practitioner will take reasonable steps to ensure that all information shared through email is kept private and confidential. However, Amy Sheinberg, Ph.D. is not liable for improper disclosure of confidential information that is not a result of our negligence or misconduct. Patient information is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320 et seq. 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2 Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate any alcohol or drug abuse.

INFORMED CONSENT

- If you consent to the use of email, you are responsible for informing your practitioner of any type of information that you do not want sent to you by email other than the information detailed in Section B.
- You are responsible for protecting your password and access to your email account and any email you send or you receive from Amy Sheinberg, Ph.D. to ensure your confidentiality. Your practitioner cannot be held liable if there is a breach of confidentiality caused by a breach in your account security.
- Any email that you send that discussed your diagnosis or treatment constitutes informed consent to the information being transmitted. If you wish to discontinue emailing information, you must submit written consent or an email informing your practitioner that you are withdrawing consent to email information.

_____ Yes, I have read the above and consent to unencrypted, but confidential email/text correspondence.

_____ No, I am not interested in email/text correspondence.

Patient Signature _____ Date _____

Patient Printed Name _____

If parent is signing on behalf of a patient under 18, please complete the information:

Signature of Parent/Legal Guardian _____ Date _____

Printed Name of Parent/Legal Guardian _____

Psychologist signature _____ Date _____

CREDIT CARD AUTHORIZATION

Date _____ Clinician(s) Dr. Sheinberg

Patient Name _____

Cardholder Name _____

Billing Address (of credit card) _____

Credit Card () Visa () MasterCard () AMEX () Discover

(HSA card, if applicable)

Card Number _____ Exp. Date _____ CVC Code _____ Zip Code _____

(Non-HSA card required)

Card Number _____ Exp. Date _____ CVC Code _____ Zip Code _____

Card Number _____ Exp. Date _____ CVC Code _____ Zip Code _____

Card Number _____ Exp. Date _____ CVC Code _____ Zip Code _____

Card Number _____ Exp. Date _____ CVC Code _____ Zip Code _____

Card Number _____ Exp. Date _____ CVC Code _____ Zip Code _____

Authorized signature to use credit card(s) _____

Please notify us as soon as possible if credit card information changes.

F3023

**REQUEST/AUTHORIZATION TO RELEASE
CONFIDENTIAL RECORDS AND INFORMATION**

Patient Name: _____ Birth date: _____ S.S.#: _____

Address: _____

Parent/Guardian (if applicable): _____ Phone: _____

Address of parent/guardian: _____

I hereby authorize Amy Sheinberg, Ph.D. to receive/send psychological, psychiatric, educational and/or personal information on the above named patient to/from the following individual and/or facility.

Person or Facility: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

- A. I hereby authorize the source named above to send, as promptly as possible, the records on inpatient or outpatient treatment records for physical and/or psychological, psychiatric, or emotional illness or drug/alcohol abuse.
- B. I authorize the named above to communicate with the Dr. Sheinberg about the reasons for patient's referral, any relevant history or diagnoses, and other similar information that can assist with my/the patient's receiving treatment or being evaluated or referred elsewhere.
- C. I understand that no services will be denied me/the patient solely because I refuse to consent to this release of information, and that I am not in any way obligated to release these records. I do release them because I believe that they are necessary to assist in the development of the best possible treatment plan for me/the patient. The information disclosed may be used in connection with my/the patient's treatment.
- D. This request/authorization to release confidential information is being made in compliance with the terms of the Privacy Act of 1974 (Public Law 93-579) and the Freedom of Information Act of 1974 (Public Law 93-502); and pursuant to Federal Rule of Evidence 1158 (Inspection and Copying of Records upon Patient's Written Authorization). This form is to serve as both a general authorization, and a special authorization to release information under the Drug Abuse Office and Treatment Act of 1972 (Public Law 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act Amendments of 1974 (Public Law 93-282), the Veterans Omnibus Health Care Act of 1976 (Public Law 94-581), and the Veterans Benefit and Services Act of 1988 (Public Law 100-322). It is also in compliance with 42 s. Part 2 (Public Law 93-282), which prohibits further disclosure without the express written consent of the person to whom it pertains, or as otherwise permitted by such regulations.
- E. In consideration of this consent, I hereby release the source of the records from any and all liability arising therefrom.
- F. This request/authorization is valid during the pendency of any claim or demand made by or on behalf of me/the patient, and arising out of an accident, injury, or occurrence to me/the patient. I understand that I may void this request/authorization, except for action already taken, at any time by means of a written letter revoking the authorization and transfer of information, but that this revocation is not retroactive.
- G. I agree that a photocopy of this form is acceptable, but I, the releaser must sign it.
- H. I affirm that everything in this form that was not clear to me has been explained. I also understand that I have the right to receive a copy of this form upon my request.

Signature of Patient _____ Printed Name _____ Date _____

Signature of Parent/Guardian _____ Printed Name _____ Date _____

I, a mental health professional, have discussed the issues above with the patient and/or his or her parent or guardian. My observations of behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

Signature of Practitioner _____ Printed Name _____ Date _____

Amy Sheinberg, Ph.D. 8333 Douglas Ave., Suite 1240 Dallas, TX 75225

Privacy of Information Shared in Therapy: Your Rights as a Minor and My Policies

What to expect:

The purpose of meeting with a psychologist is to get help with problems in your life that are bothering you or that are keeping you from being successful in important areas of your life. You may be here because you wanted to talk to a counselor or therapist about these problems. Or, you may be here because your parent, guardian, doctor or teacher had concerns about you. When we meet, we will discuss these problems. I will ask questions, listen to you and suggest a plan for improving these problems. It is important that you feel comfortable talking to me about the issues that are bothering you. Sometimes these issues will include things you don't want your parents or guardians to know about. For most people, knowing that what they say will be kept private helps them feel more comfortable and have more trust in their counselor or therapist. Privacy, also called confidentiality, is an important and necessary part of good counseling.

As a general rule, I will keep the information you share with me in our sessions confidential, unless I have your written consent to disclose certain information. There are, however, important exceptions to this rule that are important for you to understand before you share personal information with me in a therapy session. In some situations, I am required by law or by the guidelines of my profession to disclose information whether or not I have your permission. I have listed some of these situations below.

Confidentiality cannot be maintained when:

- You tell me you plan to cause serious harm or death to yourself, and I believe you have the intent and ability to carry out this threat in the very near future. I must take steps to inform a parent or guardian of what you have told me and how serious I believe this threat to be. I must make sure that you are protected from harming yourself.
- You tell me you plan to cause serious harm or death to someone else who can be identified, and I believe you have the intent and ability to carry out this threat in the very near future. We may decide to start the proceedings to have you hospitalized.
- You are doing things that could cause serious harm to you or someone else, even if you do not intend to harm yourself or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
- You tell me you are being abused-physically, sexually or emotionally or that you have been abused in the past. In this situation, I am required by law to report the abuse to the Child Protective Services of Texas.
- You are involved in a court case and a request is made for information about your counseling or therapy. If this happens, I will not disclose information without your written agreement unless the court requires me to. I will do all I can within the law to protect your confidentiality, and if I am required to disclose information to the court, I will inform you that this is happening.

Communicating with your parent(s) or guardian(s):

Except for situations such as those mentioned above, I will not tell your parent or guardian specific things you share with me in our private therapy sessions. This includes activities and behavior that your parent/guardian would not approve of — or would be upset by — but that do not put you at risk of serious and immediate harm. However, if your risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether you are in serious and immediate danger of being harmed. If I feel that you are in such danger, I will communicate this information to your parent or guardian.

Example: If you tell me that you have tried alcohol at a few parties, I would keep this information confidential. If you tell me that you are drinking and driving or that you are a passenger in a car with a driver who is drunk, I would not keep this information confidential from your parent/guardian. If you tell me, or if I believe based on things you've told me, that you are addicted to alcohol, I would not keep this information confidential.

Example: If you tell me that you are having protected sex with a boyfriend or girlfriend, I would keep this information confidential. If you tell me that, on several occasions, you have engaged in unprotected sex with people you do not know or in unsafe situations, I will not keep this information confidential. You can always ask me questions about the types of information I would disclose. You can ask in the form of "hypothetical situations," in other words: "If someone told you that they were doing _____, would you tell their parents?"

Even if I have agreed to keep information confidential – to not tell your parent or guardian – I may believe that it is important for them to know what is going on in your life. In these situations, I will encourage you to tell your parent/guardian and will help you find the best way to tell them. Also, when meeting with your parents, I may sometimes describe problems in general terms, without using specifics, in order to help them know how to be more helpful to you.

[You should also know that, by law in Texas, your parent/guardian has the right to see any written records I keep about our sessions. It is extremely rare that a parent/guardian would ever request to look at these records. I specifically will ask that they understand it is in your best interest that these records remain private.]

Communicating with other adults:

School: I will not share any information with your school unless I have your permission and permission from your parent or guardian. Sometimes I may request to speak to someone at your school to find out how things are going for you. Also, it may be helpful in some situations for me to give suggestions to your teacher or counselor at school. If I want to contact your school, or if someone at your school wants to contact me, I will discuss it with you and ask for your written permission. A very unlikely situation might come up in which I do not have your permission but both I and your parent or guardian believe that it is very important for me to be able to share certain information with someone at your school. In this situation, I will use my professional judgment to decide whether to share any information.

Doctors: Sometimes your doctor and I may need to work together; for example, if you need to take medication in addition to seeing a therapist. I will get your written permission and permission from your parent/guardian in advance to share information with your doctor. The only time I will share information with your doctor even if I don't have your permission is if you are doing something that puts you at risk for serious and immediate physical/medical harm.

Minor's Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

TELETHERAPY SERVICES AGREEMENT AND INFORMED CONSENT

Amy Sheinberg, Ph.D. 8333 Douglas Ave., Suite 1240 Dallas, TX 75225

1. Unless we explicitly agree otherwise, our teletherapy exchange is confidential. Any personal information you choose to share with me will be held in the strictest confidence. I will not release your information to anyone without your prior approval or I am required to do so by law. In Texas we are not required to notify authorities if we become convinced you are about to physically harm someone. We do, however, have a duty to inform the authorities if there is suspicion or evidence of abuse of children, the elderly (over 65) or people with disabilities.
2. You understand that our teletherapy occurs in the state of Texas, and is governed by state laws. I, the practitioner, am accountable to and agree to abide by the ethical and legal guidelines prescribed by the state of licensure and residence. The patient agrees to these terms. If you do not understand, or have any questions regarding this issue, please feel free to ask for clarification. In a manner of speaking, you use modality to visit me in my Texas office.
3. Either of us is free to terminate teletherapy at any time and for any reason. If you decide to terminate, please send a short note stating the reasons for terminating. In the unlikely event I become convinced our teletherapy is not in your best interests, I will explain it to you and suggest some alternative options better suited to your needs.
4. You understand that teletherapy is neither a universal substitute, nor the same as face-to-face psychotherapy treatment. You accept the distinctions made using teletherapy vs. face-to-face psychotherapy. In particular, you accept that teletherapy does not provide emergency services.
5. You are responsible for information security on your computer. Skype and Facetime are encrypted, so they are confidential.
6. Teletherapy is a means by which you can receive counseling, information and guidance from an experienced psychologist. It is perhaps most accurately perceived as a process creating, over time, a trusting and collaborative relationship. You retain the right to determine which topics we cover and the depth of consideration each receives. You are free to contribute or withhold any information you choose. Teletherapy therapy is best considered experimental until it's efficacy has been validated scientifically.

Telecommunication: Teletherapy is the use of electronic transmissions to treat the needs of a patient. I offer both video and audio forms of communication via the Internet and/or telephone. This means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications.

The risks involved with teletherapy include the potential release of private information due to the complexities and abnormalities involved with the Internet. Viruses, Trojans, and other involuntary intrusions have the ability to grab and release information you may desire to keep private. Furthermore, there is the risk of being overheard by anyone near you if you do not place yourself in a private area. The advantages of teletherapy include the benefit of continuity of care in the absence of your therapist as well as the ability to be treated from any location at any time. It is YOUR responsibility to create an environment on your end of the teletherapy transmission that is not subject to unexpected or unauthorized intrusion of your personal information. It is MY responsibility for me, the practitioner, to do the same.

Patient Signature: _____ Date: _____

Patient Printed Name: _____

Practitioner's Signature: _____

**INTAKE QUESTIONNAIRE
FOR ADULTS, ADOLESCENTS AND CHILDREN**

PATIENT INFORMATION

Name: _____ Date of Birth: _____

CHIEF COMPLAINT

What is your primary reason for seeking this psychological consultation: _____

HISTORY OF PRESENTING ILLNESS:

When did these symptoms begin? _____

When did family members first note these? _____ Did something occur to precipitate them? _____

Have there been symptom free periods? _____ What has the course of symptoms been? _____

PAST PSYCHIATRIC HISTORY:

When were you (your child) first in treatment? _____

What kind of treatment have you (your child) had?

Individual Psychotherapy? If yes, with whom and when? _____

Group Psychotherapy? If yes, with whom and when? _____

Family/Couples Therapy? If yes, with whom and when? _____

PAST PSYCHIATRIC MEDICATIONS:

Name of Medication	Dose Taken	Why Taken	Who Prescribed	Comments (helpfulness / side effects)

CURRENT PSYCHIATRIC MEDICATIONS:

Name of Medication	Dose Taken	Why Taken	Who Prescribed	Comments (helpfulness / side effects)

Have you or your child (if child is being treated) ever been psychiatrically hospitalized? If yes, when, where, and for what reason?

Name of Facility	When and how long?	Precipitating Factors

Have you or your child (if child is being treated) ever thought of committing suicide? If yes, when was the last time and what was the thought? Did you (your child) have a plan?

Have you or your child (if child is being treated) ever attempted to commit suicide? If yes, when, how and under what circumstances?

Have you or your child (if child is being treated) ever hurt yourself in any way? If yes, do you (your child) still do so and how often?

Do you or your child (if child is being treated) now or have you in the past used any alcohol or drugs? If yes, please specify below.

What?	When did you start?	How much did you use?	Last use?	What did it do for you?

MEDICAL HISTORY:

Primary Care Physician _____ Phone _____

Address _____

Current Medical Problems: _____

Prior Illness: _____

Medical Hospitalizations: _____

Surgeries: _____

PLEASE CHECK IF YOU HAVE EVER RECEIVED MEDICAL ATTENTION FOR

ABNORMAL BLEEDING	FEVER	PALPITATIONS
ABDOMINAL SWELLING	FREQUENT AWAKENING TO URINATE	RASH
ANEMIA	HEADACHE	SEIZURES OR BLACKOUT SPELLS
ASTHMA OR WHEEZING	HEART MURMUR	SENSITIVITY - HEAT OR COLD
BACKACHE	HIGH BLOOD PRESSURE	SEXUALLY TRANSMITTED DISEASES
BLEEDING GUMS	HOARSENESS	SHORTNESS OF BREATH
BLOOD IN STOOL	INCOORDINATION	SINUS PROBLEMS
BREAST LUMPS	INCREASE IN URINARY FREQUENCY	SORE THROATS
CALF CRAMPS WHEN WALKING	JAUNDICE	STOMACH PAINS
CHEST PAIN	LIP SORES	SWELLING OF ANKLES / FEET
CONSTIPATION	LOSS OF HEARING	SWELLING, STIFFNESS
COUGH	MIGRAINES	TICS OR TREMOR
DIARRHEA	MUSCLE /JOINT PAIN	ULCER DISEASE
DIFFICULTY STARTING URINE STREAM	MUSCLE WEAKNESS OR PARALYSIS	UNUSUAL APPETITE
	NAUSEA / VOMITING	UNUSUAL THIRST
DIZZINESS	NECK SWELLING	URINARY INFECTIONS
EARACHE	NERVOUS BREAKDOWN	VISUAL PROBLEMS
EASY BRUISING	NIGHT SWEATS	WEIGHT LOSS
EYE IRRITATION	NOSEBLEEDS	WEIGHT LOSS
EYE PAIN	NUMBNESS	

MEDICATION ALLERGIES List here: _____

Are you allergic to any: Environment Foods Animals Household Chemical Products

Have you ever been exposed to any toxic substances or radiation? Yes No

DAILY LIVING

Exercise: Do you exercise regularly? Yes No If Yes, Describe: _____

Current weight in pounds: _____ Highest past year: _____ Lowest past year: _____ Ideal weight: _____

Height: _____

Caffeine: Do you drink coffee? Yes No Tea? Yes No Cola? Yes No

Tobacco: Do you smoke? Yes No How much daily? _____ When did you start? _____

Alcohol: Do you drink alcohol? Yes No How many drinks daily? _____

Please describe any change in your alcohol consumption: _____

Street drugs: Yes No Please list any you have taken: _____

Pets: Yes No Please list your pets, If any _____

IMMUNIZATIONS (CHECK IF UP TO DATE)

DPT or TD polio rubella measles mumps booster booster

Date of most recent physical exam: _____ **Results:** _____

WOMEN

DATE OF LAST NORMAL MENSTRUAL PERIOD?	ARE YOUR PERIODS REGULAR? <input type="checkbox"/> YES <input type="checkbox"/> NO	NUMBER OF PREGNANCIES?	NO. OF CHILDREN?	MISCARRIAGES?
ABNORMALITIES WITH MENSTRUATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	EXCESSIVE BLEEDING? <input type="checkbox"/> YES <input type="checkbox"/> NO	IRREGULAR BLEEDING? <input type="checkbox"/> YES <input type="checkbox"/> NO	PAINFUL MENSTRUATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	
ABNORMAL VAGINAL DISCHARGE? <input type="checkbox"/> YES <input type="checkbox"/> NO	TYPE OF BIRTH CONTROL?		ABORTIONS?	

MEN

Age of onset of puberty: _____

Do you have any difficulty with sexual functioning? YES NO

Do you have any burning or discharge from your penis? YES NO

Do you have difficulty with erection? YES NO

Do you have swelling or lumps on your testicles? YES NO

IF ANY ABOVE ANSWERS ARE YES, GIVE FULL DETAILS

FAMILY HISTORY:

1. Give the names, ages, and relationships of people **living in the home**:

Parent or Spouse Name: _____ Age: _____ Relationship: _____

Parent Name(s): _____ Age: _____ Relationship: _____

Siblings or Children's Name(s): _____

_____ Age: _____ Grade/Occupation: _____

_____ Age: _____ Grade/Occupation: _____

_____ Age: _____ Grade/Occupation: _____

2. Who are other immediate family members not living in the home? _____

FAMILY PSYCHIATRIC HISTORY:

Has any family member had any of the following? Please indicate which family member.

ADHD _____	Learning Disability _____	Psychosis _____
Alcohol Abuse _____	Legal Problems _____	Rituals _____
Anxiety _____	Mania/Bipolar Disorder _____	Sleep Disorder _____
Autism/Asperger's Disorder/PDD _____	Mental Retardation _____	Suicidal thoughts/urges/behaviors _____
Coordination Problems _____	Movement Disorders _____	Tics _____
Depression _____	Obsessions/Compulsions _____	Unusual noises/vocalizations _____
Drug Use _____	Panic _____	Other: _____
Eating Disorder _____	Psychiatric Hospitalizations _____	

Please elaborate on above as needed: _____

FAMILY MEDICAL HISTORY:

Please provide information about significant medical issues on the BIOLOGICAL FATHER'S side:

Please provide information about significant medical issues on the BIOLOGICAL MOTHER'S side:

PRENATAL HISTORY:

Was the pregnancy healthy? Yes No Problems: _____

Were medications used during the pregnancy? Yes No If yes, what kind? _____ How Often? _____

Were drugs/alcohol used during the pregnancy? Yes No If yes, how much/often? _____

Did the mother smoke during the pregnancy? Yes No If yes how much? _____

Was the pregnancy full term? Yes No Was delivery normal? Yes No If no, problems? _____

Any feeding problems? Yes No Gain weight well? Yes No

Was there any problem in the first week? _____ First month? _____ First year? _____

Total number of pregnancies: _____ Live births: _____ Birth order of this child: _____

DEVELOPMENTAL HISTORY:

1. Describe yourself or child (if child is being treated) as an infant:

- a) active / active but calm / passive / other: _____ (e) response to being held (describe): _____
- b) cuddly / irritable / withdrawn / other: _____
- c) cried easily and frequently / reasonable amount / seldom (f) reaction to strangers: friendly / indifferent / fearful
- d) response to changes: severe / moderate / mild (g) soothed easily / difficult to soothe / average

2. Describe your or child's (if child is being treated) eating habits:

Problems: _____

3. Describe your or child's (if child is being treated) sleeping habits:

Problems: _____

4. Developmental Milestones (only mark if significantly early or late):

MOTOR: LANGUAGE: ADAPTIVE:

- | | | |
|-------------------------------|-------------------------------------|---------------------------------|
| ____ rolled front/back (4 mo) | ____ smiling (4-6 wks) | ____ mouthing (3 mo) |
| ____ sit with support (6 mo) | ____ cooing (3 mo) | ____ transfers objects (6 mo) |
| ____ sit alone (9-10) | ____ babbling (6 mo) | ____ picks up raisin (11-12 mo) |
| ____ pull to stand (10 mo) | ____ jargon (10-14 mo) | ____ scribble (15 mo) |
| ____ crawling (10-12 mo) | ____ first word (12 mo) | ____ drinks from cup (10 mo) |
| ____ walks alone (10-18 mo) | ____ follows 1-step command (15 mo) | ____ uses spoon (12-15 mo) |
| ____ running (15-24 mo) | ____ 2 word combo (22 mo) | ____ wash hands |
| ____ tricycle (3 yrs) | ____ 3 word sentence (3 yrs) | ____ undresses |
| ____ bicycle (5-7 yrs) | ____ speech problem? Y/N | ____ bowel trained |

SCHOOL: (TO BE FILLED OUT OF PATIENT IS A CHILD/ADOLESCENT OR IN COLLEGE)

Name of child's current school: _____ Grade/Major: _____ Repeat Grade? Y/N Which? _____
 Special/resource classes Y/N? _____ If yes, what classes? _____
 Other special services? (speech/OT) _____ IEP? _____ 504 Plan? _____ Academic grades received: _____

Evaluations performed:

Date _____ Type _____ Reasons _____ Results _____

Date _____ Type _____ Reasons _____ Results _____

Relationships with teachers? _____ With peers? _____

Ability to work independently? good / average / poor Organize self? good / average / poor Attendance? good / average / poor

Have you or your child (if child is being treated) ever had truancy proceedings? Y/N If Yes, please describe.

Have you or your child (if child is being treated) had any other legal proceedings? Y/N If Yes, please describe.

Have you or your child (if child is being treated) received counseling at school?

Describe your or your child's (if child is being treated) activities, interests, hobbies, skills, strengths:

PROBLEM BEHAVIOR CHECKLIST: DO YOU OR YOUR CHILD (IF YOUR CHILD IS BEING TREATED) HAVE ANY OF THE FOLLOWING PROBLEMS?

	Never	Occasionally	Often	Very Often	
Catastrophic fears					Irritable, poor frustration tolerance
Compulsive behaviors					Isolates self from others
Cries easily					Lack of interest in activities
Cruel to animals					Other specific fears (heights, etc)
Deliberately annoy people					Picks on others, bullies
Early morning awakening					Poor appetite
Easily angered, bad temper					Problems getting to sleep
Easily riled up					Reluctance to go to school
Excessive concerns (body defects)					Repeated unwanted thoughts
Excessive sleepiness					Rituals (has to repeat same action)
Fear of the dark					Sadness
Feels picked on					Self-injurious/abusive behaviors
Fire Setting					Short Attention Span
Frequent accidents					Steals
Gets giddy and silly					Teases others unmercifully
Gets out of control					Tiredness/listlessness
Gets violent and aggressive					Weight gain/loss
Hair pulling					Won't follow rules/directions
Impulsivity (acts before thinking)					Worries a lot

Amy Sheinberg, Ph.D.

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**AGREEMENT CONCERNING PSYCHOLOGIST’S TESTIMONY AND RECORDS
(For Minors)**

This agreement (“Agreement”) is made between Amy Sheinberg, Ph.D., and _____ [the “Parent(s)”, 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) as follows _____. 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 records of the Psychologist concerning her treatment of the child(ren) for use in any current or future litigation.

The Parent(s) attempting to subpoena the Psychologist or her records 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 force her to testify or produce her records. In the event the Psychologist’s deposition is taken, whether by court order or otherwise, the requesting 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 in advance of 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 requesting Parent(s) shall also compensate the Psychologist’s attorney of her choosing for his/her time in defending this Agreement, and contesting the requesting 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 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.

The Parent(s) acknowledge that:

- The Psychologist’s testimony will in no way be influenced by the fact that a requesting Parent(s) is paying the fee; and
- The requesting Parent(s) understand(s) that the Psychologist’s testimony may be prejudicial to the requesting 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 the aforementioned will be billed separately to the requesting Parent(s) at the same \$600.00 hourly rate.

RECORDS

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

- The Psychologist will produce records only if Court-ordered (attorney/parent subpoenas for same will be challenged);
- The requesting Parent(s) agree to pay the full amount of the fees listed in the following section;
- The requesting Parent(s) understand that the Psychologist’s records will in no way be influenced by the fact that one or more requesting Parent(s) is paying the fee; and
- The requesting Parent(s) understand that the Psychologist’s records may be prejudicial to their legal position.

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

- a. One (1) hour (\$600.00) 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 \$600.00 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 (\$600.00) 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 requesting Parent(s) 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 requesting 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 release of said records would be harmful to the patient’s physical, mental, or emotional health and therefore the requesting Parent(s) may be denied access information concerning treatment of the child(ren) if such a determination is made by the Psychologist.

This Agreement has been explained to us; we have been given the opportunity 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 received a copy of this agreement.

Date: _____ Signature of Parent _____

Printed name of Parent _____

Date: _____ Signature of Parent _____

Printed name of Parent _____

I have reviewed this Agreement with the Parent(s), prior to their signing this Agreement.

Dated this _____ day of _____, 20____.

Signature of Psychologist: _____

Amy Sheinberg, Ph.D.