

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.