

**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 records of the Psychologist 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 to subpoena 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 Psycholo-
gist’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 in advance of the commencement of the deposition. The Parent(s) fur-
ther 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 actual 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 present-
ment 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 Psy-
chologist 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 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 production of records be mandated, the Parent(s) understands that the following applies for 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) agree to pay fifty (50) percent of the full 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 prior to the Psychologist’s production of 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 reason the fee is paid up front reflects the reality that the Psychologist could not go into Court with the 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 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 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 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 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.