

# Jay S. Weinberg, MA, CAGS

## HIPAA Informed Consent

This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are several different methods I may use to deal with the problems that you hope to address. In my practice I predominantly use a form of psychotherapy known as Cognitive Behavioral Therapy. There are many forms of therapy that fit under the heading of CBT and while each are a little different they have some very common features. Most are very active forms of therapy or coaching and they are not just talking about problems. In therapy we try to identify areas in your life that you find troubling and we work at learning skills to better handle difficult thoughts and feelings more effectively so that they have less impact on your life. We will work at clarifying your “values”; what matters to you, how you want to treat yourself and others and what gives you a sense of meaning and purpose. We will work on developing goals and action plans to achieve these goals. We will work at becoming more psychologically flexible, learn new ways to solve problems and be willing to alter your goals as life’s circumstances change. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

## MEETINGS

If we decide to move forward in our work together, I will usually schedule one or two 50-minute sessions per week at a time we agree on. It could happen that some sessions may be longer or more frequent. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. If it is possible, I will try to find another time to reschedule the appointment.

## PROFESSIONAL FEES

My fee is \$175 per 50 minute session and \$225 for intake sessions. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

## BILLING AND PAYMENTS

All clients of Jay S. Weinberg are expected to pay for therapy services at the time services are rendered, or unless otherwise arranged. At this time, Jay S. Weinberg, does not bill insurance companies directly. There may be a few exceptions so please confer with your therapist regarding this matter. Jay S. Weinberg will provide you with timely paid invoices so that you might submit them for reimbursement from your insurance company. My cancellation policy is 24 hour notice. Cancellations made less than 24 hours will incur a full charge for the missed session. Please refer to the Notice of Billing form for current or agreed upon fees. After 30 days, any unpaid balances will be charged a 1.5% interest per month (18% APR). In the event where an account is overdue and turned over to a collection agency, the client or responsible party will be held responsible for any collection fee charged to Jay S. Weinberg to collect the debt owed. I have received a copy of my fee schedule as indicated on the billing form provided to me at the first appointment.

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

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## CONTACTING ME

I am often not immediately available by telephone. I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by my voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and

holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. [I am sometimes willing to conduct a review meeting without charge.] Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

## MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss. [At the end of your treatment, I will prepare a summary of our work together for your parents, and we will discuss it before I send it to them.]

## CONFIDENTIALITY AND EMERGENCY SITUATIONS

Your verbal communication and clinical records are strictly confidential except for: a) information shared with consultants, b) information (diagnosis and dates of service)) shared with your insurance company to process your claims, c) information you and/or your child or children report about physical or sexual abuse; then, by Colorado State Law, I am obligated to report this to the Department of Children and Family Services, d) where you sign a release of information to have specific

information shared and e) if you provide information that informs me that you are in danger of harming yourself or others f) information necessary for case supervision or consultation and h) or when required by law. In the unlikely event that I am unable to provide ongoing services, I will provide the appropriate referrals to the appropriate providers at such time. If an emergency situation arises for which the client or the guardian feels immediate attention is necessary, the client or guardian understands that they are to contact the emergency services in the community (911) for those services. Jay S. Weinberg will follow those emergency services with standard counseling and support to the client or the client's family.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

**Signature(s)** \_\_\_\_\_ **Date** \_\_\_\_\_