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Information for the New Patient:
Informed Consent & Adult Patient Contract
(Updated November 16, 2022)

I. Welcome

Thank you for considering me in your search for a clinical psychologist. This document contains information relevant to your treatment, confidentiality, and my office policies. Please take your time reading and reflecting on what follows and contact me with questions. If you wish to begin psychotherapy, please sign, date, and return this document at your next appointment. When you sign this document, it will represent an agreement between us.

Five additional documents are enclosed: 1) a form for providing your contact information; 2) a contract regarding the attendance policy; 3) the Mayo Clinic psychiatry staff's excellent description of psychotherapy, which I include in order to help you make an informed decision about beginning psychotherapy and the various treatment modalities available; 4) the New York State Privacy Notice which addresses policies and practices that protect your health information; and 5) my recommendations for getting the most out of psychotherapy and some recommendations for improving mental health.

II. Psychotherapy in General

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you hope to address. 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 in your life.

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

Therapy involves a large commitment of time, money, and energy, so you should be 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.

III. Psychodynamic Psychotherapy

The modality of psychotherapy I most frequently practice is called *psychodynamic psychotherapy*. This type of psychotherapy, as described in the enclosed document from the Mayo Clinic, focuses “on increasing your awareness of unconscious thoughts and behaviors, developing new insights into your motivations, and resolving conflicts.”¹

More specifically, my approach to psychodynamic psychotherapy is *relational integrative*, which refers to “the conceptualization of the analytic relationship as mutual, reciprocal, and collaborative.”² *Relational* means that the therapist seeks to establish an empathic connection with the patient in order to better encourage expression and sharing difficult thoughts and feelings. *Integrative* refers to the incorporation of techniques from *cognitive-behavioral therapy (CBT)* when necessary. In CBT, the primary goal is understanding how thoughts influence feelings and behaviors. This involves identifying and proposing alternatives to distorted thoughts, and challenging negative core beliefs about self, other, and future. When CBT techniques are employed in our work, they may include the creation of a daily thought record (DTR) and other “homework assignments” in order to bring the *internal* work of therapy

¹ “Psychotherapy” by Mayo Clinic Staff. Retrieved from <https://www.mayoclinic.org/tests-procedures/psychotherapy/about/pac-20384616> on June 22, 2021.

² Wachtel, P. L., 2014, “An Integrative Relational Point of View,” *Psychotherapy*, Vol. 51, No. 3, 342–349
<http://dx.doi.org/10.1037/a0037219>

into the *external* world of your life. If any of the this is unclear or if you would like further reading on the therapy described above, please ask me.

IV. Evaluation

Our first few sessions will involve an evaluation of your needs, a process sometimes called an “evaluation,” “intake,” or “consultation.” During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and suggest goals for a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with me. At the end of the evaluation, I will notify you if I believe that I am not the right therapist for you and, if so, I will give you referrals to other practitioners whom I believe are better suited to help you.

V. Appointments & Cancellation Policy

The period of your life in which you are in psychotherapy will be a vital part of your history, but with busy schedules and full lives, it can be challenging to commit to the process and regularly attend sessions, especially when our work is emotionally difficult. Yet psychotherapy works through regular attendance – I may only get 45 minutes per week to confront a lifetime of conditioning – and you are likely to prolong your need for treatment if your attendance is irregular. Also, as a clinician in private practice, I depend on patients’ attendance for my income, so if we agree to meet weekly, I ask that you honor our agreement. The following cancellation policy is designed to protect our work together and to encourage you to prioritize your treatment.

If we agree to begin psychotherapy, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week, at a time we agree on, although some sessions may be longer or more frequent. Once we agree on a time, we will expect to see each other at that time each week. However, vacations and time-off are an important part of a healthy life; also, sometimes people travel for work and may not be able to arrange a phone or video session. If you know you are going to miss an upcoming session, please give me as much notice as possible – ***at least seven days’ notice*** – and I will try my best to reschedule your time. If you do not give me at least seven days’ notice, I will still do my best to reschedule your time, but you will be responsible for paying for the canceled session.

Emergencies and illnesses are another matter. If you tell me that it was not possible for you to make it to the session due to an emergency or illness, you will not be charged.

VI. Professional Fees

The fee for one 45-minute session will be set as treatment begins. If we meet more than the usual time, I will charge accordingly. In addition to weekly appointments, I charge this same rate for other professional services you may need. Other professional services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request of me. Fees increase annually and take into account your income.

If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party. I charge \$500 per hour for professional services I am asked or required to perform in relation to your legal matter. I also charge a copying fee of 75 cents per page for records requests.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I will release regarding a patient’s treatment is his/her name, the dates, times, and nature of services provided, and the amount due.

VII. Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, I am not “in-network” with any insurance companies. My patients pay me “out-of-pocket,” meaning you (not your insurance company) are responsible for full payment of my fees.

However, if you have “out-of-network” benefits, you may be reimbursed by your insurance company for your sessions with me. I will provide you with an invoice with a CPT (Current Procedural Terminology) code and, if applicable, a diagnosis, which you may send to your insurance company. It is very important that you find out exactly what mental health services your insurance policy covers and what is required for reimbursement. Except for providing you with this invoice, it is unlikely that I will have any interaction with your insurance company – communicating with your insurance company, submitting invoices for reimbursement, and completing any required forms will be your responsibility.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will try to assist you in finding another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any records I submit, if you request it.

You understand that, by using your insurance, you authorize me to release such information to your insurance company.

VIII. Records & Confidentiality

A clinical chart is maintained with your diagnosis and progress in treatment. Dates and fees for sessions are also recorded. Your records are kept locked or password protected and encrypted. In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if he/she determines that the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient’s treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I must make a report to the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, also called “supervision,” I make every effort to avoid revealing the identity of my patient. The supervisor is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney.

IX. Communication

To contact me, please call 718-809-1956. When I am unavailable, calls go to a 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.

I use email communication and text messaging only with your permission and only for administrative purposes. That means that email exchanges and text messages with me should be limited to things like setting and changing appointments, billing matters, and other related issues. Please do not email or text me about clinical matters because email and text are not secure ways to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. ***If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call.***

X. Ending Our Work

Psychotherapy does not make you feel better right away. Often, for some period after beginning work, you may feel challenged or confronted by your therapist, or sense that old defenses and previous ways of looking at yourself and the world are slipping away. This may feel uncomfortable but is, in my experience, the darkness before the dawn – and likely means your treatment is working. However, if you decide to terminate treatment, please do not do so abruptly. Instead, schedule a few final sessions to discuss the course of treatment (areas of progress and suggestions for future focus), as well as to receive referrals to other clinicians.

XI. Informed Consent

I do not make guarantees about the outcomes of your treatment. However, I do guarantee that I will behave according to all applicable state laws and ethical standards of my profession and use only interventions that are approved within that profession. To increase the likelihood of an effective treatment, you are encouraged to attend all sessions and play an active role by providing all the necessary information.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Also by signing, you acknowledge that you received a copy of the New York State “Privacy Notice” (enclosed).

Name: _____

Signature: _____

Date: _____