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INFORMATION AND PRACTICE POLICIES

Welcome to the office of Dr. Robert Hirsch. This document is designed to provide you with some general information about psychotherapy, important legal and ethical responsibilities of your psychologist, and information specific to my practice policies and procedures. The primary intent is to allow you to be an informed client regarding your treatment process. Please feel free to ask any questions regarding these materials.

PROVIDER QUALIFICATIONS

I am a Licensed Clinical Psychologist in the State of California (License PSY 15222). I have a Ph.D. in Clinical Psychology (1992), a Masters Degree in Clinical Psychology (1988), a Masters Degree in Clinical Social Work (1980), and a Bachelors Degree in Experimental and Research Psychology (1976). My total clinical experience includes 20 years of clinical practice, including 7,000 hours of clinical internships.

In addition to my practice, I have provided supervision and consultation to graduate students and post-graduates seeking licensure. I have also been an Adjunct Professor of Clinical Psychology, teaching at the graduate level. Other professional responsibilities include having served as an oral examiner for the state licensing board for Clinical Social Work, having served on The Ethics and Standards Committee of The San Diego Psychological Association, and conducting seminars and workshops on a variety of mental healthcare topics providing resources to the community and continuing education to mental health professionals. I have also trained and developed a background in personal coaching which serves as an adjunct to my psychotherapy work.

BASIC PHILOSOPHY OF PSYCHOLOGICAL TREATMENT

In psychotherapy, there are different types of therapeutic philosophies, training, and education. Many therapists use a combination of treatment approaches with their clients. In my practice I employ Cognitive Behavioral Therapy (CBT) and Interpersonal Therapy. CBT focuses on how your thoughts and beliefs shape your feelings and behaviors. One of the goals is to enhance your ability to manage the discrepancies between emotion and logic, each of which underlies our decisions and our behaviors. CBT is effective in treating a broad range of emotional and mental health challenges, including depression, anxiety, stressful life events, addiction/compulsion disorders, and relationship issues. CBT is goal-oriented and typically involves behavioral tasks designed to enhance your quality of life.

Interpersonal therapy focuses on the client's relationship with important people in his/her life. The relationship between the therapist and the client allow for understanding these other relationships, enhancing communication, receiving feedback regarding your own behavior and expression, and provides a safe place to express your important thoughts and emotions.

In each of these therapeutic modalities, I join you in your process of navigating the natural and inevitable events that occur in the course of our lifetimes (such as significant change and loss, aging, workplace stress, health challenges, and relationship conflict). Helping you to understand and navigate them more effectively.

In addition, my relationship/couples work employs many of the techniques found in Imago Therapy, focusing on successful communication, the roles and behaviors that either support or challenge the relationship, and negotiating the important differences between individuals.

COACHING PHILOSOPHY

Coaching is a contemporary approach to decision making, life transitions, interpersonal growth and enhancing workplace skills. It is a very goal-directed approach that helps the client develop and implement an action plan. There are two primary types of coaching; executive coaching primarily focuses on developing or improving skills, interpersonal communication and management capability in the workplace; personal coaching primarily focuses upon individual goals that might involve career changes, significant life changes, following your passion and personal development.

In contrast to psychotherapy, the focus is not on symptoms or the understanding or resolution of historical events. It is structured and typically involves an initial assessment that includes defining very measurable goals. The primary role of a coach is to keep the client focused and on task, providing specific assignments, reviewing progress and providing encouragement and feedback. Even though it is common for important emotions to focus while working with a personal coach, less attention is given to this area than with traditional psychotherapy. As a psychologist, however, I often employ both coach and therapy modalities.

CONFIDENTIALITY AND PRIVILEGED INFORMATION

Privilege is a legal concept that refers to the relationship between a psychotherapist and a client. This relationship is protected, and only in unusual circumstances can the court obtain records about your treatment. Confidentiality is an ethical concept that refers to the psychotherapist's obligation to make certain that the things you discuss in your treatment remain private. The primary purpose is to allow you to feel free and safe to discuss whatever you like with your psychotherapist. However, there are certain legal exceptions to confidentiality:

- 1) If a client reports that he plans to seriously harm or kill himself, a therapist may be

required to take the necessary steps to protect the individual, including breaching confidentiality.

2) If a client reports that she plans to seriously harm or kill a specific person, a therapist must notify the authorities and attempt to warn the intended victim.

3) If a psychotherapist has reason to suspect that a child or an elder/dependent adult is being physically or sexually abused or severely neglected, he must report the situation to the police and the appropriate child/adult protective service agency.

4) If the courts, or an officer of the courts, issue a legitimate subpoena or court order for client records, the therapist must respond to the subpoena and comply with a court order.

5) Psychotherapists who are psychological assistants, social work interns or marriage and family therapist interns, or otherwise unlicensed, must be supervised by a licensed psychotherapist, and are required to regularly discuss their clients' therapy in supervision. However, the psychological assistant/intern, along with the supervising licensed psychotherapist, are bound by the same legal and ethical guidelines as noted previously.

6) A third party, such as an employers, the courts, or a disability evaluator), may require an evaluation or treatment, and, therefore, be entitled to feedback and information relevant to their request. In such a case, you must be fully informed by your therapist regarding any such anticipated conditions – including what information will be released. In this case instead of a written consent to release your records, you would be required to sign a form that indicates your understanding and acceptance of any such disclosure.

7) An inherent exception to confidentiality involves treatment provided to related members of a family or a partnership. If you are in couples or family psychotherapy, your partner or participating family members, by nature of their participation, will be aware of information you provide in the treatment sessions. It is important that your psychotherapist clarify how personal information (that you may share privately) is handled with couples and families.

8) Other situations which may involve disclosure of your records (but require that you provide a written release authorizing me to do so) include:

a) A request for information from your health insurance provider (which rarely requires more than a clinical diagnosis (determined by a combination of symptoms, emotions, behavior and thoughts and based the diagnostic manual that is standard for mental health providers. They also sometimes request further information (usually limited to symptoms, stressors in your life, treatment goals and treatment progress). However, your insurance carrier retains the 'right' to request any and all of your records. You have the 'right' to deny this release of your records, but would likely not receive coverage for the services provided.

b) A request for information from another healthcare provider or a representative of yourself (e.g. an attorney or a disability evaluator), or the need for me to communicate with another therapist or healthcare professional regarding your treatment.

9) If treatment is being provided to a minor or legally dependent adult, the parent(s) or legal guardian(s) has a right to know the status of the individual in treatment, including what information will (or won't) be provided.

10) If I am using a billing service that individual will have access to your identity and billing records only, but not your treatment records. If there is a request for clinical justification for your treatment, from your insurance provider, I would handle that personally.

11) If I were to become incapacitated or deceased, my professional will designates two colleagues, Paul Sussman, Ph.D. and Martin Doucett, Ph.D., who are licensed clinical psychologists, to contact my clients, both to inform them of my the circumstances, and/or to facilitate their transfers to other psychotherapists, based upon their needs.

12) If you were to die prior to the termination of our work together, or within seven years after the termination of treatment, privilege regarding your records reverts to the executor of your personal will. This individual could legally gain access to these records, although the likelihood of such a pursuit is extremely unusual.

PSYCHOTHERAPY RECORDS

Clients often want to know what kind of records are kept by their therapist. In my office, each client file contains paperwork you have completed, notes from psychotherapy sessions, assessment information (if applicable) -which includes testing data, self-report measures, information provided by other providers or yourself, and billing and accounting information. In addition, I retain copies of any correspondence, reports or legal documents related to your treatment. This information is stored in file cabinets that are secured and only accessed by myself. Records are retained for seven years as per the ethical guidelines of The American Psychological Association. After that time your records are shredded.

DIAGNOSIS, TREATMENT PLANNING AND ASSESSING PROGRESS

Psychotherapy begins with an assessment. This assessment gathers information about the problems you are experiencing, your current life circumstances and your life history. In order to gain a full understanding of clients I use several means of gathering information. You will be asked to complete a brief questionnaire and read (and sign) this information

form prior to our initial meeting. The assessment or diagnostic phase of treatment is an information gathering process that usually takes one to two sessions and allows us to develop therapeutic goals. Based upon your goals an initial treatment plan includes the clarification of symptoms and emotional, behavioral and interpersonal changes that would indicate improvement. It is important that goals be (in some way) measurable. As therapy progresses it may be necessary to modify the treatment plan as additional information and/or needs become apparent.

POTENTIAL RISKS AND BENEFITS OF PSYCHOTHERAPY

Part of a decision to begin treatment involves understanding the possible benefits and risks of psychotherapy. For most clients in psychotherapy the benefits clearly outweigh the risks, in part because the risks are usually transient and temporary, whereas the benefits are intended to be enduring. There are a number of positive outcomes that may result from successfully completing psychotherapeutic treatment. These (measurable changes) include:

- 1) Your overall mood and symptoms may improve, allowing you to feel more hopeful, energetic and relaxed, and less angry, anxious and irritable. Self-esteem and self-confidence may also show improvement.
- 2) You may be better able to communicate feelings and thoughts as well as needs, allowing improvement in your relationships.
- 3). You may be better able to manage the stressors in your life.
- 4). You may be better able to understand yourself and others.
- 5) Your ability to decrease or stop ‘problem’ or damaging behaviors may improve. This might include excessive/compulsive behaviors, contributing to interpersonal conflicts or adding stress to your life, among other things.
- 6) You may find yourself able to adopt more positive behaviors such as exercise, attention to your health, relaxation and quality time with significant others.

Similar to physical medicine, there are also potential risks associated with psychotherapy:

- 1) You may not improve. If you (or I) do not find you improving, we may decide to :
 - a) change your treatment focus
 - b) utilize additional resources (e.g. referral for medication, involvement in community resources such as recovery or a support group that relates to your needs).
 - c) discontinue our treatment – which may include providing referrals to a different type of therapist or specialist.
- 2) In the beginning of psychotherapy treatment some feelings or behaviors may worsen. This is usually temporary and is often related to the surfacing of difficult and painful issues that underlie your more noticeable symptoms. This is the natural result of problems surfacing before solutions. This may be particularly true if you have experienced a very

upsetting life event (such as assault, serious childhood trauma, combat experience, etc.). It is important to keep in mind that learning to deal with difficult emotions can also be a valuable component of your therapy. It is important that you discuss these experiences with me as they arise so that I may be able to help you develop alternative coping methods.

3) Important and significant others in your life may not support your choice to be in therapy. They may feel that it is unnecessary or feel that it threatens their relationship with you. You and I can discuss ways to handle the disclosure to others and address their discomfort.

4) If you use health insurance benefits to pay for your treatment you may face future coverage (by another company) denied or restricted under a “pre-existing” clause. As the laws governing this are subject to change this may become less of a risk or concern.

5) If, in the future, you apply for a professional role that requires a government security clearance or you seek public office an investigating agency may require you to discuss any past mental health treatment, and make a hiring decision based upon this information. In such clearance a case, you would still need to provide consent for me to release any records.

THE THERAPEUTIC RELATIONSHIP

Protecting client confidentiality is an important responsibility. In order to ensure this need I want to clarify how I handle certain situations. San Diego is a big city and a small community at the same time. It is possible that we will run into one another outside of our planned meetings (e.g. a restaurant or community event). Some clients feel uncomfortable with these situations and prefer that our professional connection remains private. Therefore, I leave it to your discretion whether to say “hello” or initiate contact. I will not initiate an interaction or indicate how I know you, and will comfortably follow your lead. This is intended to allow you to retain control over the situation and feel comfortable.

Talking about sexual thoughts and feelings is a part of psychotherapy for many people. However, actual sexual contact between clients and psychotherapists is never Ok. Knowing this allows many clients to, therefore, feel safer when they discuss their sexuality.

Physical contact can be very valuable as a means of expressing care and emotional support, and some therapists may be comfortable hugging or holding clients as part of their role. My training and experience, however, lead me to refrain from what could be confusing physical touch (beyond a handshake). I view it as an invasion of your personal space and safety, especially in what are often your most vulnerable moments. Physical touch can be misinterpreted and/or elicit discomfort associated with any history of painful sexual experiences or abuse. It is my hope to help you feel safe and comfortable, and not confused.

It is important that our relationship remain professional and that those boundaries are not blurred. Therefore, I refrain from some friendship behaviors such as accepting a request for becoming a “friend” on social media sites or attending social events that are part of your life.

THERAPIST AVAILABILITY

I can be contacted by telephone/voice mail at (760) 285-0083 or (619) 688-9557, and you may leave a confidential message for me at any time. I check my voicemail several times a day Monday through Friday until 7 PM, and will normally return calls within two hours. During off hours, including nighttime, weekends and holidays, I check messages periodically, but generally return calls the next business day. Not being part of a clinic or group practice I am not able to remain on call for clinical emergencies, but there is a phone number for the San Diego County crisis line on my outgoing message (800) 479-3339, and this should be used for psychiatric emergencies. For medical emergencies, you should always call 911. When I am on vacation a colleague provides coverage for my practice, and my outgoing message will provide contact information for him.

When you leave a message, please be sure to include your name and provide a phone number. Also, if you need me to call you back, please provide convenient times you can be reached. If for some reason I don't return your call by the next business day (at the latest), please assume I did not receive the message and call me again. If you need to speak with me urgently, please indicate that in your message, and I will respond as soon as possible.

You are welcome to contact me by e-mail as well, but I am not alerted to the presence of electronic messages (as I am with phone messages) and check my e-mail less frequently. So, e-mails should not be used as a primary means of reaching me for anything urgent. In addition, internet communication is not as secure as voicemail, and the confidentiality of private and personal communication cannot be guaranteed.

FEES, BILLING AND PAYMENT ARRANGEMENTS

The fees for services provided vary based upon various factors: the length of our sessions; the type of service (i.e. psychotherapy, testing, forensic/legal, etc.); contractual rates with certain insurance providers; and insurance billing services (if applicable). Fees will be clarified in our initial meeting. Normally, I request that fees and co-pays (if insurance is being used) be remitted at the time of our sessions, unless other billing arrangements are agreed upon. If you choose to use insurance coverage it is your responsibility to contact your provider and to determine the terms of your coverage, including deductibles, co-pays, and any limitations on the number of sessions allowed. It is also important to clarify if you have out-of-network benefits for most carriers (since I'm an in-network provider for only a couple of plans), and whether you need 'prior authorization' before commencing treatment.

As a licensed psychologist, most PPO and POS plans, and occasionally an HMO plan allow for the coverage of my services. Sometimes, the coverage (and particular insurance provider) is different for mental health services from your coverage for physical health. Even though I can bill your insurance provider, on your behalf, all fees incurred remain your personal and legal responsibility (including if your insurance carrier fails to remit their share of costs).

Psychotherapy fees pay for a number of services and costs. Some of these include overhead (office rent, malpractice insurance, phone and utility costs, voicemail, computer costs), billing services, continuing education that allows for on-going training and keeping up with current research, membership in professional organizations, my time spent in sessions, and reviewing records and current literature in my field. These are standard operating costs of a psychotherapy practice and are the expenses your fees are covering.

You will be asked to sign an Authorization for Psychological Treatment form, a contract that represents your agreement to be in treatment with me, and includes your fees and an “estimate” of the co-pay responsibility (which can vary based upon the coverage your insurance carrier remits).

Clients are responsible for making payments promptly, either at the time of sessions, or upon receipt of a statement (if billing is agreed upon). Upon termination of psychotherapy any outstanding balance is due at that time, unless payment arrangements have been agreed upon. If the balance remains unpaid I reserve the right to proceed with proper and legal collection procedures, including the right to turn the account over to a collection agency. In addition, I reserve the right to charge a one percent per month fee on any balance due more than 60 days, in part to cover on-going billing costs.

You are responsible for the fee for missed appointments or appointments cancelled with less than 24 hours notice (48 hours notice on weekends), except in rare emergencies or serious illness). This charge cannot be billed to your insurance carrier since it is illegal to bill an insurance provider for an appointment that does not take place. Your appointment is a period of time set aside for you, and it is difficult to reschedule that time with less than 24 hours notice. Occasionally, a client who is in treatment with me is hospitalized or is home-bound due to an illness. On such occasions I may make a hospital or home visit, my schedule permitting. There is no additional charge (beyond the agreed upon psychotherapy rate) for these visits.

Some of my work involves litigation, both civil and criminal, and consequently requires providing testimony (in a deposition or a courtroom). My rates for these services are different than those for services provided in my office. I charge what are considered usual and customary rates for such services. Should that need arise I would clarify those rates with either your attorney or yourself ahead of time.

Finally, please feel free to ask me any questions that arise from reading this information regarding my practice policies and procedures.

By signing below, I am indicating that I have read and understood this document, and voluntarily agree to these policies and procedures.

Client Signature

_____/_____/_____
Dated

Please Print Your Name