

DISCLOSURE OF CLINICAL PSYCHOLOGY PRACTICE POLICIES AND PROCEDURES

I strongly believe that therapy is a relationship that works due to the clearly defined rights and responsibility held by each person. As a client in psychotherapy, you have certain rights that are important for you to know about. Also, there are certain legal limitations to those rights that you need be aware of. As a therapist, I also have corresponding responsibilities to you. This document explains both the rights held by you as a psychotherapy client, and by me as your therapist. I also provide you with information about psychotherapy and my approach.

Approach to Therapy

I received training in the scientist-practitioner model of psychology that aims to deliver psychological assessment and interventions in accordance with scientifically based, empirically supported protocols. I strive to access and integrate scientific findings in my work with you. Overall, my training has been in empirically supported treatments including cognitive behavioral treatments (CBT), which is most closely aligned with the scientist-practitioner model. I explore how our beliefs and our behaviors contribute to our emotional experiences and overall functioning. This model also emphasizes assessment, conceptualization, and monitoring of the concerns you wish to explore in therapy. Additionally, I also incorporate other approaches, including humanistic, psychodynamic, and mindfulness-based approaches in my practice. Furthermore, I integrate a multicultural and social justice perspective throughout my work. When appropriate, I take into account the impact of racism, classism, sexism, homophobia and other forms of discrimination that may have on your health and wellbeing. Similarly, we may also explore the impact that privilege and oppression may have on our therapeutic relationship.

In an effort to provide you with the highest standard of care, I strive to implement scientifically validated treatments, while remaining cognizant that not all psychological interventions have been scientifically validated across cultures and ethnic groups. Thus, I remain open to the fact that these interventions will not be helpful to everyone. In our work together I remain vigilant to the important role of context—meaning I will take the time to get to know the many aspects that contribute to who you are (e.g. your beliefs, who and what you consider your family to be, how and where you were raised, relationship history, etc.) and consult with the current research literature to determine which approach is the most effective in treating your target concerns in therapy. We will discuss treatment approaches and work collaboratively to determine if it is aligned with your therapy goals and consistent with your values.

In therapy we may discuss a range of topics including your developmental history (e.g. childhood experiences), childhood, relationships, family background, and past physical illness diagnosis. During our sessions I will listen, ask questions, respond, suggest new skills and coping strategies, and may have you practice them in session. Additionally, when appropriate and indicated I will assign homework that will assist in skills development and maintenance. I will also suggest relevant readings. I find that homework assignments and relevant readings can serve as tools to help you to continue to learn and grow beyond the therapy appointments.

Heidi D. Montoya, Ph.D.
Licensed Clinical Psychologist
WA PY 60336314
heidi.d.montoya@gmail.com

818 12th Avenue
Seattle, WA 98122
Ph: 206.329.5255 ext. 316
Fax: 206.726.1878

I view psychotherapy as a collaboration where we work side by side to improve the quality of your life. For me, being a therapist is an honor and a privilege that I take very seriously. You are inviting me into your life, and as such, I recognize that you are placing yourself in a vulnerable situation and may at times feel “naked.” I will work towards providing you a space in which you will feel comfortable and safe to share your experiences. I am also cognizant that with any relationship, trust is built over time, and we will take our time to build a relationship based on trust and respect.

I am committed to providing you with the highest standard of care. We will tailor the treatment to your unique needs and circumstances. I will consistently assess your progress with regards to your treatment goals. During treatment, if we see that you are not making progress within a reasonable amount of time, we will consider changing approaches or pursue further assessment to identify what factors are impacting your progress. Offering you the best quality of care also means that if I do not have training or experience to give you the treatment you deserve I will refer you to another provider.

Practice

I am an associate with the practice of Associates in Behavioral Health, PLLC (ABH). I am an independent practitioner and am solely responsible for the services provided. I am not responsible or liable for the practices of any other practitioner in this office, nor are they responsible or liable for my practices.

Education and Training

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| August 2010 | Ph.D., Clinical Psychology
University of Washington, Seattle, WA |
| 2009 – 2010 | Psychology Residency, New York University/Bellevue Hospital Center
New York, New York |
| 2010 – 2011 | Post-doctoral Fellowship, VA Puget Sound Healthcare System
Seattle, WA |

Psychology Licensure

Licensure means I have passed the written national examination and the written examination given by the Examining Board of Psychology.

Confidentiality

The information you share with me will be treated with great care. Confidentiality is very important and should help you in being open. Information discussed will remain private and will not be disclosed to any person or agency unless you sign an Authorization form, which meets the legal requirements imposed by the state of Washington and HIPAA.

There are several circumstances in which I may be legally or ethically required to break our confidentiality agreement. These circumstances are described in detail in my Notice of Privacy Practices and, for health care providers, they are described in the Washington State by Revised Code of Washington (RCW) 70.02.050. I have included some examples of instances in which confidentiality may be broken below:

1. If you are involved in a legal proceeding, I can disclose information if you provide your written Authorization. Additionally, if I'm presented with a properly served subpoena and you do not inform me that you are seeking a protective order against my compliance, then I will have to comply with the request of the subpoena. Lastly, I also must disclose if I receive a court order requiring the disclosure. Please be sure to speak to me if you are involved in, or are contemplating litigation. Please note that opening your files to court proceeding has huge ramifications to your privacy, which you will want to carefully consider.
2. If a government agency is requesting the information for health oversight activities.
3. If you file a complaint or lawsuit against me, I am permitted to disclose information as relevant for my defense.
4. If you file a worker's compensation claim, and your psychotherapy is relevant to the injury involved in your claim, if properly requested, I must provide a copy of your record to your employer and the Department of Labor and Industries.
5. If I have reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency.
6. If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency.
7. If I have reason to believe that you are in imminent danger, If you become unable to care for yourself, and/or threaten to do serious physical damage to yourself, I will take actions to minimize this damage. I may be required to take protective actions, including seeking hospitalization for you, or contacting family members or others who can help provide for your protection.
8. If you make a serious threat or express substantial intent to physically injure another person, I am required by law to contact that person or the police in order to ensure their protection.
9. If you default on your payments or are behind on your bill, I reserve the right to refer your account to a collection agency. Under these circumstances, information will be released in accordance with the ethical and legal requirements.
10. As per Revised Code of Washington (RCW 70) 70.02.050, I may speak with another health care provider in order to coordinate continuity of care if necessary.

11. I will take any acts or threats of violence directed towards me, or my business associates very seriously, and reserve the right to communicate with the appropriate authorities under these circumstances.

12. As a result of state regulations adopted by the Washington State Department of Health, I am required to report myself or another healthcare provider in the event of a final determination of unprofessional conduct, a determination of risk to patient safety due to a mental or physical condition, or if I have knowledge of unprofessional conduct by another licensed provider. If you yourself are a healthcare provider, and I believe that your behavior poses a clear and present danger to your patients or clients, I am also required by law to report you. If you have any questions or concerns about these requirements, please talk with me about them.

In any of the above situations, I will make an effort to talk with you before taking action and I will limit my disclosure to what is necessary.

There are additional situations, in which I may discuss aspects of your case without your signed Authorization.

- I may occasionally consult with other mental health professionals about our work. Should I seek such consultation, I make every effort to avoid revealing your identity. These other professionals are also legally bound to keep any information discussed confidential. Unless you request otherwise, I will not tell you about these consultations, however I will note them in your clinical record.
- When I'm away from the office for a few days, I have a trusted fellow therapist "cover" for me. This therapist will be available to you in emergencies and you will be provided with their name and contact information.
- I employ a billing specialist to process medical billings and to perform other administrative tasks. Staff members are trained to protect your privacy and will not release any information without permission.
- Without your written Authorization, I am allowed to disclose information to your health insurance company.

The following are not legal exceptions to your confidentiality. However, they are policies you should be aware if you are in couples, family, or group therapy with me.

- If you are in couples therapy with me and you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be part of the couples therapy, and can and probably will be discussed in our joint

sessions. For this reason I would ask that you not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

- If you are in family therapy with me, we may have individual session as part of therapy, what you say in those individual sessions will be considered part of family therapy, and can and probably will be discussed in our joint sessions. I will remind you of this policy before beginning such individual sessions.
- If you are in group therapy, I would ask that you agree to respect the privacy of all group members. This includes holding private the names of all group members as well as issues discussed that might identify any member of the group.

Diagnosis

If a third party such as a an insurance company is paying for part of your bill, I am required to give a diagnosis to the third party in order to be paid. If I do use a diagnosis, I will discuss it with you. All diagnosis comes from the Diagnosis and Statistical Manual-V. If you have questions about the diagnosis or the book please ask. I will be happy to show you a copy of the book and help you learn more of your diagnosis.

Consultation

Case consultation is critical to providing high-quality treatment. Furthermore, the competent and ethical practice of psychotherapy dictates that I participate in regular case consultation with other licensed professionals. In these instances, I share the minimum amount of information necessary for them to understand the situation. If the individual with whom I consult is not a member of your treatment team, or someone else from whom you are receiving treatment, I will not share your name or any other identifying information. My colleagues are also required to keep your information private.

Managed Mental Health Care

If your therapy is being paid in full or in part by a managed care firm, there may be a number of restrictions imposed by the contract of the manage care firm including:

- Your managed care firm may limit the number of sessions available to you, or to determine the time period within which you must complete your therapy with me.
- Your managed care firm may decide that you must see another therapist in their network rather than me, if I am not on their list.
- Such managed firms usually require some sort of detailed report of your progress in therapy, and on occasion, copies of your case file.
- Please note I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment

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_____ By initialing here you grant me permission to share information required by your insurance company for claims processing.

Canceled, Missed, or Arriving Late to Appointments

If you need to cancel an appointment for any reason you must provide me with at least **24 hours** advance notice of the cancellation. You will be charged your regular fee (not just the copayment) for any sessions that are missed or canceled with less than **24 hours'** notice. Payment for missed sessions is due prior to or at the beginning of the next scheduled session. Exceptions to this rule are illness, emergencies and certain conditions that cannot be predicted (e.g. icy roads). If you are late, we will end on time, because it is likely that I will have another appointment after yours. If I'm ever unable to start on time, I assure you that you will receive the full time to which we've agreed.

_____ By initialing here, I confirm I have read and understand the **24-hour cancellation policy**.

Answering Service/Contact Outside Regularly Scheduled Appointments

When I'm away from the office, voicemail will take your calls. This will also occur if I'm in session when you call. Please leave a detailed message with your name, date, time and reason for the call. Please leave your phone number even if you think I have it. I will make efforts to return your calls within a 24-hour period. Messages left in the middle of the night, including emergency calls, may not be returned until the morning and voice mail messages left after 5:00 PM on Fridays may not be returned until Monday mornings.

During our initial session we will discuss and determine the need for telephone and/or email consultation. If we decide to incorporate either phone or email consultation in our treatment, you will be charged based on the fees outlined in the fee arrangement you sign. The fees only apply to services provided via phone or email. Unless otherwise stated in our treatment plan, I will not respond to clinical matters via email. With your permission I will use email to discuss appointment scheduling and coordinating referrals. You will not be charged for communication pertaining to these matters.

Emergencies

In the event of an emergency or urgent situation you should use my emergency number, not my voicemail number, to leave a message. This emergency number will be provided during the first session and is listed on my voicemail. During an emergency if I'm unable to return your call with a reasonable amount of time, you may also call The Crisis Clinic in Seattle at 206.461.3222 or dial 9-1-1, or go to the Emergency Room of the nearest hospital.

_____ By initialing here, I confirm I have received information regarding what to do in the case of a clinical emergency.

Sessions

During our initial session I will conduct an intake assessment. For this first meeting I typically schedule 1.5 hours as we will be covering a great deal of information. We will spend time talking about your reasons for seeking therapy. I will ask you questions about your symptom and treatment history. Following this initial meeting we will meet between 45-60 minute sessions. During the first 3-4 sessions I will spend time formulating a conceptualization of your treatment needs and we will work together to assess if my services are a good fit for your needs.

Payment Policy

Fees are determined before our first session and detailed in the Fee Agreement. You may pay by cash, check, Visa or MasterCard. All payments are due at the beginning of each session, unless we have made other firm arrangements in advance. Please note that you are responsible for your account, regardless of whether or not your insurance provides coverage. Accounts overdue 90 days or more may be turned over to a collection agency or to an attorney with the addition of collection expenses including a \$50.00 fee, and an interest rate of 1.5% per month. Payments returned from your bank due to non-sufficient funds will incur a returned check fee of \$35.00.

I am not willing to have clients run a bill with me. High debt raises anxiety on everybody's part and compromise the psychotherapy process. If the debt is caused by your insurance company it is assumed the money is forthcoming. If you find that you are having a hard time paying for therapy, please discuss it with me. I have a percentage of slots reserved for lower fee clients and if one becomes available I will let you know. Another option would be for us to meet less frequently. Persons who are unable to make payments may be referred to community mental health agencies where lower fees are charged.

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible if it applies and any co-payment. You must arrange for any pre-authorization necessary. I will bill directly to your insurance company for you. If a check is mailed to you, you are responsible for paying me that amount at the time of our next appointment.

Rules provided by the Federal Trade Commission (FTC) require healthcare providers to request identification (ID) from our clients to flag possible cases of identity theft and fraudulent use of health insurance coverage. Thus I will ask for and make a copy of your ID (e.g. driver's license, passport, other government issued photo ID).

Questions regarding bills, insurance, etc. may be directed me or to the office billing specialist, Craig Clow by telephoning 206.726.1790, Monday through Friday between the hours of 8:00 AM and 5:00 pm.

_____ By initialing this line, I confirm that I understand my responsibility for all fees, regardless if I expect my insurance company to pay for these fees. I agree to pay all the charges at the time of service provided.

Records

I keep a record of the health care services that I provide to you. Due to HIPAA regulations I keep Protected Health Information in two sets of records. One set is known as your Clinical Record that includes information about reasons for seeking therapy, diagnosis, treatment goals, progress toward such goals, medical, psychological and social history, treatment records I have received from other providers, professional consultations, billing records, and any reports that have been sent to anyone, including your insurance carrier. You may ask to see a copy of this Clinical Record by providing written request and paying a clerical fee of \$15.00 and \$.50 copying fee per page. You may also ask me to correct that record.

While it is rare, I can deny access to your Clinical Record if I believe disclosing it could reasonably be expected to cause danger to your life or safety, or that disclosing the record would compromise the identification of any person who provided me information under the expectation of confidentiality. In this case, we can discuss the right of appeal if you disagree with my decision.

The second set of notes are Psychotherapy Notes. The sole purpose of these notes is to assist me in providing you with the best care possible. The notes generally include information you presented and my thoughts relevant to that material. Because of the sensitive nature of these notes, they are not included in your Clinical Record and are given a higher level of protection. Your insurance carrier can request a copy of your Clinical Record without your signed Authorization. However, I can only release your Progress Notes to your insurance carrier with your signed Authorization. Furthermore, insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way if you refuse to authorize the release of your Progress Notes.

You also have the right to have no Progress Notes kept on file. If this is desired, the information specified under Clinical Record must be kept, but clients can sign a waiver so that no other notes are kept on file. Please be aware that without records, insurance companies may decide that treatment is not necessary and may decide that they will not reimburse for your treatment. With your written request you may examine your Progress Notes. I will discourage you from doing the latter given that their purpose is to aid me in providing for your care. I can decline to provide you access to your Progress Notes if I believe it would be deleterious to your health or if disclosing would compromise the identification of any person who provided me information under the expectation of confidentiality.

Termination of Therapy

There is not set length of time for a person to be in therapy. Therapy will continue until goals are met, there is mutual decision that the work of the therapy is complete, until you decide that you wish to stop. Periodic discussion of the progress that we are making will help to clarify goals and determine the appropriate length of treatment. You have the right to decide when therapy will end, however there are some exceptions:

- Some insurance companies set limits on the number of sessions for which they will reimburse. In most cases this be know when you first come to therapy based on the insurance carrier. If you do not know the limits of your coverage, it is a good idea to call to find out that information. I will ensure that we develop a treatment plan that takes into account your psychological needs, the limits of your insurance overage, realistic goals that can be addressed in the given period, and alternatives for what to do when and if your insurance no longer covers you for psychological services.
- If in my judgment I am not able to help you, either because of the kind of problem you have or because my training and skills are not sufficient, I will inform you of this fact and refer you to another therapist who can meet your needs. We would continue to meet until you have established a relationship with a new therapist, and would assist you in finding this person.
- If you threaten or act in a violent way toward the office, my family, or myself or harass me in any manner, I reserve the right to terminate you unilaterally and immediately from treatment. If it appears possible, I will do all that I can to work with you to prevent such an episode from occurring.
- I reserve the right to terminate therapy and refer patients to appropriate community mental health agencies due to repeated non-payment for services. In most cases, a payment plan will be worked out so as to not interfere with the therapy process.

Complaints/Quality Assurance

If you are dissatisfied with any aspect of our work, please raise your concerns with me so that I can respond immediately. I will always treat our work together with the outmost respect and integrity. I will treat such criticism seriously, and with care and respect. You have the right to discontinue therapy or ask for a referral to another therapist at any time. If you feel that I (or any other therapist) have been unethical or unprofessional, you may contact the Health Professions Quality Assurance (HPQA), which is part of the Washington State Department of Health that functions to protect public health and safety by overseeing the quality of care delivered by health care providers in the state of Washington. For more information about the law, or to file a complaint, you can call the HPQA directly at 360.236.4700. Their email address is hpqua.cc@doh.gov.

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My services are provided to the public without discrimination due to gender, ethnicity, age, sexual orientation, physical or mental disability, religious beliefs, veteran status, or criminal record unrelated to present dangerousness. While this is required by federal, state, and local laws, and regulations, it is also my personal commitment. I am committed to always strive towards advancing and supporting the values of equal opportunity human dignity, and racial/ethnic/cultural diversity. If you believe that in any way shape or form I have discriminated against you, please bring this matter to my attention immediately.

I am required by professional ethics to practice within my area of competence, as such, in some cases a particular presentation or condition may be beyond my scope of training or experience. In these cases, I will make referral to an appropriate clinician once it is determined that my services will not be appropriate for you. This will likely happen during the first interview or during the early weeks of therapy.

Client Consent for Treatment

My signature (or that of his or her parent or guardian) here certifies that I have read the **Disclosure of Clinical Psychology Practice Policies and Procedure**, the **Privacy Policies** as required by HIPPA, and the **Social Media Policy**; it does not indicate that I am waiving any of my rights. These forms were provided to me before, or during my initial session for psychological services by Dr. Heidi D. Montoya and all questions were answered to my satisfaction. I understand that this is a legal document and that there are no other agreements, verbal or written, than those set forth in these three documents. I understand that I am responsible for payment at the rate listed in the Fee Agreement Form unless other arrangements have been agreed upon and written below. I consent the use of a diagnosis in billing and to the release of that information and other information necessary to complete the billing process. I know I can end therapy at any time that I wish and that I can refuse any requests or suggestions made by Dr. Montoya.

I understand that Dr. Montoya may change his office policies and procedures at his discretion and will notify me in writing. If at any time during the treatment I have questions about any of the subjects discussed in this consent form, I can talk with you about them, and you will do your best to answer them.

I understand that no guarantees have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective. I understand that Dr. Montoya will discuss general treatment goals, diagnosis, and a general treatment plan with me.

I have read, or have had read to me, the issues and points in the **Disclosure of Clinical Psychology Practice Policies and Procedure**, the **Privacy Policies** as required by HIPPA, and the **Social Media Policy**,

Heidi D. Montoya, Ph.D.
Licensed Clinical Psychologist
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I have discussed the points I did not understand, and have had my questions, if any, addressed. Recognizing that I am under no obligation to continue should I wish to cease therapy, I hereby give my consent for treatment and my signature indicates I have agreed to the policies and procedures detailed in these document and that I understand the policies and practices to protect the privacy of my health information as required by HIPPA.

Special fee Arrangement (if applicable):

Signature of Client (or person acting for client)

Date

Printed Name

Relationship to client:

Self

Parent

Legal Guardian

Signature of Client 2 (if applicable)

Date

Printed Name

Relationship to client:

Self

Parent

Legal Guardian

Heidi D. Montoya, Ph.D.

Date

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