# **Professional Disclosure Statement**

for Heather A. Astill, LSCSW, LCSW, MSW Phone: (913) 735-6771; Email: hastill.therapy@protonmail.me

Welcome to my counseling practice. It is an honor to work with you on your current goals and concerns. I see it as my responsibility to provide the best possible skills as we work together. Counseling is the most beneficial when there is a clear idea of what to anticipate. This document is intended to provide answers to some questions clients often ask about the therapeutic process.

## **My Credentials and Work Experience**

I have a Bachelors of Science in Psychology from Brigham Young University. I received my Masters of Social Work at Eastern Washington University, which is a program accredited by the Council on Social Work Education (CSWE). I am trained and experienced in providing counseling services to individuals, couples, families, and groups. I have worked at LDS Family Services, Alliance Family Services, Child Protective Services with the State of Washington, and in private practice.

## **Accreditation & Specialization**

I am a Licensed Specialist Clinical Social Worker (LSCSW) in Kansas #5010 and a Licensed Clinical Social Worker in Utah (#11737245-3501). I am a professional member of the National Association of Social Workers (NASW). I also regularly participate in continuing education. I specialize in Relationship Distress: marriage, parent-child, etc., Depression, Adjustment, and Mood Disorders, Anxiety, Panic Disorders, and Phobias, Acceptance and Commitment Therapy/Cognitive Behavioral Therapy, & LDS/Spirituality.

# What to Expect from Our Relationship

As a Clinical Social Worker, I will use professional skills and knowledge to help you resolve the concerns that we identify in our initial appointment and thereafter. As a Social Worker, I follow the standards of the National Association of Social Workers (NASW) Code of Ethics. These include:

- I will not acknowledge or disclose our professional relationship to others without your formal written consent, i.e., if we meet on the street or in a social setting, I will not approach you or say "hello."
- I can only be your therapist, not a close friend, not in a sexual relationship with you, or involved in any non- professional activities with you. Doing so is in violation of my Code of Ethics as a Social Worker and would hinder our professional therapeutic work together.
- I also ask that you not disclose the name or identity of any others you may see in this office.
- If your records need to be seen by another professional or anyone else, I will discuss it with you and have you sign a formal written agreement called a Consent to Disclosure of Client Records/ Information.
- It is my office policy to destroy records 6 years after our last meeting (unless you are a minor, which will require me to keep records until you are 18 years of age).
- If we engage in family or couple's therapy (where there is more than one client), and you want to have records of our work together sent to anyone, all of the adults present must provide written consent before any information will be released to any third party.

# **Working Together**

My theoretical approach is holistic and systemic. Essentially, I believe that each person functions within a multi- layered context. It is important that I understand the context in which you find yourself so that we can treat the issues effectively within their context. Problems affect you not only emotionally, but spiritually and physically as well. For this reason, we will look at supports in multiple areas of your life.

My work tends to be solution-focused, strength-based, and with a strong component of mindfulness practices. I also highlight aspects of spirituality that might be helpful to the therapeutic process. The methods I primarily use are research based and include: Acceptance and Commitment Therapy, Cognitive Behavioral

Therapy, Motivational Interviewing, and Solution-Focused Therapy. I have been trained in these methods during my masters degree coursework and through continuing education.

### **Frequency of Sessions**

It is my expectation that you arrive promptly and regularly for appointments. I do my best to ensure that the time I commit to you is consistent and as scheduled. I expect a similar commitment from you. Most of my clients see me once a week for 2-3 months. After that time, we may choose to meet less often, once or twice a month, for several more months. Then, counseling usually comes to an end.

The process of ending therapy can be a very valuable part of our work. Discontinuing therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. If you wish to stop therapy at any time, I ask that you meet for at least one additional session to review our work together. At that time, we will review our goals, the work we have done, and the options moving forward. If you feel that a change in therapist is appropriate, I will be happy to provide you with the names of other clinicians that may be able to assist you.

Making and keeping appointments is an important part of our work together. If you need to cancel an appointment, please give at least 24 hours notice. If you cancel an appointment less than 24 hours before your scheduled time due to non-emergent/sickness issues, or if you miss the appointment, a fee of half the session cost will be charged to you.

# Email, Cell Phones, Computers, & Tele/Video Therapy

Computers, email, and cell phone communication can be relatively easy to access by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. My emails are encrypted; however, yours may not be unless you specifically choose this option. My computers are equipped with a firewall, virus protection, and a password. If you communicate confidential or highly private information via email or text, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters via email. Be aware that emails and texts are part of the medical records. *Please do not use either for emergencies*.

Teletherapy can be a wonderful option for certain situations and individuals. There are some inherent risks including: malfunctions, connection issues, and privacy. Ensuring you are in a quiet, private location is critical so we can do our best work together with few interruptions. If for any reason one of us has internet connection difficulties, we may need to cancel, reschedule, or if our schedules permit, spend more time in the session once the issue is resolved. If I have back to back appointments, we may need to cut our session shorter than planned. I will bill according to the amount of time spent in session and not working out technical difficulties. The platform I use is HIPAA compliant. You will access it through a link by web browser (computer, phone, or tablet). My virtual therapy room is located at the following link: https://doxy.me/hastilltx.

#### **Social Networking**

I do not accept friend requests from current or former clients due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites.

#### **Insurance / Payment & Fees**

Some insurance plans will permit you use your out-of-network benefits for my services. You will need to look into your specific plan. I would be glad to provide receipts for you to submit to your insurance.

Payment is expected at the time of service unless other arrangements are made. You may pay with check or Venmo. The initial session is typically 60 minutes in length and is \$155. Succeeding sessions, will be \$135 per 45-50 minute session (most common) or \$155 per 55 - 60 minute session (second most common). Phone calls and emails that take over 10 minutes to respond will be prorated at my hourly clinical fee. Sessions that exceed 65 minutes will be prorated at my hourly fee.

# Notice of Privacy Practices Regarding Protected Health Information (effective April 14, 2003)

I am required to give this notice to you under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). This notice describes how psychological/ medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

# I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Your **Protected Health Information (PHI)** is any information about your past, present, or future physical or mental health conditions or treatment, or any other information that could identify you.

By signing this form, you are giving consent to "disclose" your PHI to an outside entity for the following purposes:

- 1. Treatment: providing, coordinating, or managing your health care and other services related to your health care. An example would be when your therapist consults with another health care provider, such as your family
- 2. Payment: obtaining reimbursement for your healthcare. Examples include when we disclose your PHI to your health insurer to obtain payment for your health care, or to determine your insurance eligibility or coverage.
- 3. Health Care Operations: activities that relate to the performance and operation of our practice. Examples are quality assessment and improvement activities, business-related matters such as audits and administrative services, and clinical peer review.

# **II. Uses and Disclosures Requiring Authorization**

Outside of routine treatment, payment, and health care operations, I will not release your PHI unless you sign an *Authorization Form* authorizing that specific disclosure.

I would also need to obtain your authorization before releasing your "*Psychotherapy Notes*"—notes I have made about our conversations during a private, group, joint, or family counseling session, which are kept separate from the rest of your medical record. These notes are given a greater degree of protection than other PHI.

You may revoke all such authorizations (of PHI and/or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have already released information based on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

# **III. Uses and Disclosures with Neither Consent nor Authorization**

We may use or disclose PHI without your consent or authorization in the following circumstances:

- 1. Child Abuse: If I have reasonable cause to believe that a child has suffered abuse or neglect, I am required by law to report it to the proper law enforcement authorities.
- 2. Adult and Domestic Abuse: If I have reasonable cause to believe that abandonment, abuse, financial exploitation, sexual or physical assault, or neglect of a vulnerable adult has occurred, she/he must immediately report it to the appropriate authorities.
- 3. Health Oversight: If the State Department of Health subpoenas me as part of its investigations, hearings, or proceedings relating to the discipline, issuance, or denial of licensure to therapists, I must comply. This could include disclosing your relevant mental health information.

- 4. Judicial or Administrative Proceedings: If you are involved in a court proceeding, I will release information only with the written authorization of you/your legal representative, or a subpoena of which you have been notified, or a court order. (This privilege does not apply when you are being evaluated for a third party or for the court. You will be informed in advance if this is the case.)
- 5. Serious Threat to Health or Safety: We may disclose your mental health information to any person without authorization if we reasonably believe that disclosure will avoid or minimize imminent danger to your health or safety, or the health or safety of any other individual.
- 6. *Worker's Compensation:* If you file a worker's compensation claim, we must make all mental health information in our possession that is relevant to the injury available to your employer, your representative, and the Department of Labor and Industries upon their request.

# **IV. Patient's Rights**

- 1. Right to Request Restrictions: You have the right to request restrictions on specific uses and/or disclosures of your PHI. However, we are not required to agree to a restriction you request.
- 2. Right to Receive Confidential Communications by Alternative Means at Alternative Locations: You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations (for example, only calling you at work).
- 3. Right to Inspect and Copy: You have the right to inspect and/or obtain a copy of PHI and Psychotherapy Notes in our mental health and billing records. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed.
- 4. Right to Amend: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request if we believe the original information is accurate.
- 5. Right to an Accounting of Disclosures: You have the right to receive a list of the disclosures that my office has made of your PHI. Some exceptions do apply.

# V. Therapist's Duties

- 1. I am required by law to maintain the privacy of your PHI and to provide you with this Notice of our legal duties and privacy practices with respect to PHI.
- 2. I reserve the right to change the privacy policies and practices described in this Notice. Unless I notify you by mail of changes, I am required to abide by the terms in this Notice.