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# **Practice Information and Consent to Treatment**

Welcome to my practice. I appreciate your giving me the opportunity to be of help to you. This document answers questions that clients often ask about therapy. I believe our work will be most helpful to you when you have a clear idea about what you can expect from my practice. After you read this information, please sign this form, your signature represents an agreement between us and your consent to begin therapy with me. I welcome any questions, comments, or suggestions at any point during our work together.

#### **Theoretical Views & Client Participation**

It is my belief that as people turn inward and recognize behavior patterns that they would like to change, they have the capacity to do so. I use therapeutic approaches that enable clients to gain insight, recognize irrational (i.e. based on false or unrealistic ideas) beliefs, and practice and learn new behaviors. I think of my approach to helping clients with their problems as an educational one. Anyone can learn to recognize irrational beliefs, dispute them, and replace them with more rational beliefs. We can, with practice, unlearn irrational beliefs and become happier people who function better in the world.

I also view therapy as a partnership between us. You define the problem areas to be worked on; I use some special knowledge to help you make the changes you want to make. Psychotherapy is not like visiting a medical doctor. It requires your active involvement. It requires your best efforts to change thoughts, feelings and behaviors. For example, I want you to tell me about important experiences, what they mean to you, and what strong feelings you encountered.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our meetings and we will work together to set up empowering exercises for you. I might ask you keep logs, write in a journal, and read to deepen your learning. You will probably have to work on relationships in your life and make long-term efforts to get the best results. These are important parts of personal change. Change will sometimes be easy and quick, but more often it will be slow and frustrating and you will need to keep trying. There are no instant, painless cures and no "magic pills." However, you can learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

#### What to Expect from Our Relationship

As a professional, I will use my best knowledge and skills to help you achieve your goals. This includes following the standards of my professional association, the National Association of Social Workers (NASW). In your best interest, the NASW puts limits on the relationship between a therapist and a client and I will abide by these. Let me explain these limits, so you will not think that are personal responses to you.

First, I am licensed and trained to practice clinical social work – not law, medicine, finance or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, Georgia state laws and rules of the NASW require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the "About Confidentiality" section of this document. Here I want to explain that I try not to reveal who my clients are. This is part of my effort to maintain your privacy. If we happen to meet in a public area, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

Third, in your best interest and following the NASW's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship. I cannot initiate any connections with clients via social media and I must decline any invitations to connect with clients via Facebook, Linkedin or any other form of social media, or otherwise engage in internet based communication in ways that might reveal the existence of a therapeutic relationship. This policy

Please initial that you have read this page

is designed to protect the rights of each client to privacy and confidentiality. This policy will be followed both during the time a client is in treatment and after a client has discontinued treatment.

#### **About Confidentiality**

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you be kept private. That is why I ask you to sign a "release-of-information" form before I can talk about you or send my records about you to anyone else. However, there are some limits of confidentiality which are explained below:

- 1. When you or other persons are in physical danger. The law requires me to tell others about it. Specifically:
  - a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police.
  - b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will make every effort to fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
  - c. In an emergency where your life or health is in danger and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first and I will discuss this with you as soon as possible afterwards.
  - d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with either Child or Adult Protective Services. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. Child or Adult Protective Services will investigate.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything you have told me.

- 2. In general, **if you become involved in a court case or proceeding,** you can prevent me from testifying in court about what you have told me. This is called "privilege" and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:
  - a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
  - b. In cases where your emotional or mental condition is important information for a court's decision.
  - c. During a malpractice case or an investigation of me or another therapist by a professional group.
  - d. In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
  - e. If you were sent to me for an evaluation by worker's compensation or Social Security disability, I will be sending my report to a representative of that agency and it can contain anything that you tell me.

There are a few other things you must know about confidentiality and your treatment:

- a. I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential.
- b. I may keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.
- c. If I received a records request with your signed consent via a release of information, I will send the requested documents within 7-10 business days.
- 4. Here is what you need to know about confidentiality in regard to insurance and money matters:
  - a. If you use your health insurance to pay part of my fees, the insurance company, the managed care organization, or perhaps your employer's benefits office will require me to provide information about your symptoms, diagnoses, and my treatment methods. It will become part of your permanent record. I will let you know if this should occur and what the company has asked for. I believe that the company will act morally and legally, but I cannot control who sees this information at their offices. My policy is to provide only as much information as the company will need to pay your benefits.
    - b. If you pay for my services out-of-pocket and would like to be reimbursed, I will give you a bill that you can send to your insurance company in order to file a claim for your benefits. That way, you can see what the company will know about our therapy. It is against the law for insurers to release information about our office visits to anyone without your written permission.
- 5. Here is what you need to know about confidentiality in regard to the treatment of minors (clients who are under 18 and not emancipated):
  - a. The involvement of children and adolescents in therapy can be highly beneficial to their overall development. Very often, it is best to see them with parents and other family members; sometimes, they are best seen alone. I will assess which might be best for your child and make recommendations to you. Obviously, the support of all the child's caregivers is essential, as well as

their understanding of the basic procedures involved in counseling children.

- b. Because my role is that of the child's helper, I will not become involved in legal disputes or other official proceedings unless compelled to do so by a court of law. Matters involving custody and mediation are best handled by another professional who is specially trained in those areas rather than by the child's therapist.
- d. When children are seen with adults, what is discussed is known to those present and should be kept confidential except by mutual agreement. Children seen in individual sessions (except under certain conditions) are not legally entitled to confidentiality (also called privilege); their parents have this right. However, unless children feel they have some privacy in speaking with a therapist, the benefits of therapy may be lost. Therefore, it is necessary to work out an arrangement in which children feel that their privacy is generally being respected, at the same time that parents have access to critical information.
- e. Confidentiality and privilege are limited in cases involving child abuse, neglect, molestation, or danger to self or others. In these cases, the therapist is required to make an official report to the appropriate agency and will attempt to involve parents as much as possible.

## The Benefits and Risks of Therapy

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a marital relationship and sometimes may even lead to divorce. Sometimes, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with my best efforts, there is no guarantee that therapy will be successful.

While you consider these risks, you should also know that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Client's relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions – as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

#### **Consultations**

If you could benefit from a treatment I cannot provide, I will help you gain access to it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or use of medication. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I might suggest that you see another therapist or another professional for an evaluation. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed.

## **How to Handle an Emergency**

My practice is considered to be an outpatient facility and I meet with clients who are considered to be reasonably safe and able to function in a less intensive therapeutic setting. I do not provide 24 hour coverage and I may not be able to return phone calls right away. If you believe that this type of support is not sufficient, please let me know and I will refer you to another therapist or agency that can offer more availability. Generally, I will return phone calls and emails within 24 – 48 hours. If you have a mental health emergency, please do one or more of the following: Call 911, Peachford Hospital at: (770)455-3200, Riverwoods Hospital at: (770)991-8500, your local mental health center (Rockdale County is: (770)918-6677), or go to your nearest hospital emergency room.

#### **Professional Fees and Insurance**

My fee is \$125 per session, sessions last between 45-50 minutes. I do offer a sliding fee scale (i.e. discounted rate) to those who qualify. Please contact me so that we can discuss your specific situation.

Payment is due at the beginning of each session. I have found that this arrangement helps us stay focused on our goals throughout the course of treatment. It also allows me to keep my fees as low as possible as it reduces bookkeeping costs. Acceptable forms of payment include cash, personal checks and credit cards (Visa, Mastercard, Discover). Please note that there is a \$25 fee for any returned checks.

If I do not accept your insurance, I am happy to provide receipts, upon request, that you can submit to your insurance provider for reimbursement. Please check with your insurance company prior to your first session to determine if out-of-network reimbursement is a part of your individual plan. Some useful questions include:

- Does my plan include mental health coverage?
- Do I have to meet a deductible before coverage begins?
- How many sessions will my plan cover?
- How much does my plan cover for an out-of-network provider?
- Which services are covered under my plan (i.e. individual therapy, couples therapy, family therapy)?

#### **Cancellation Policy**

In the event that you are unable to keep your appointment, please notify me at least 24 hours in advance. If notice is not given, you will be responsible for half of the session fee (i.e. \$60 in most cases).

#### **Patient Rights**

HIPAA (Health Insurance Portability and Accountability Act) provides you with a number of rights regarding your health/mental health care. Some of the rights include limiting what information is disclosed and to whom, requesting restrictions as to how you are contacted and amending the information in your record if you find that data is missing or incorrect. You also have the right to file a complaint with the US Department of Health and Human Services if you believe that your privacy has been violated. Please read the Notice of Privacy Practices carefully.

I sincerely look forward to working with you and welcome any questions and/or concerns about this document.

## **Consent to Treatment**

I understand that no specific promises 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 have read the information in this document and have discussed the points I did not understand. I have had my questions, if any, fully answered. I agree to act according to the points covered in this document. I hereby agree to enter into therapy with this Therapist (or have the client enter therapy) and to cooperate fully and to the best of my ability, as shown by my signature here.

| Signature of client (or person acting for client)                        | Date  |  |
|--|---|--|
| Printed name   |   |  |
| Relationship to client:  □ Self □ Parent □ Legal guardian □ Other person | n authorized to act on behalf of the client |  |
| Signature of Therapist   | Date  |  |

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