

JAMES B. CARROLL, LCPC(IL), LPC(MO)

In Illinois:

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O'Fallon, IL 62269**

In Missouri:

**106 Four Seasons Shopping Center
Suite 103B
Chesterfield, MO 63017**

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INFORMED CONSENT

**Privacy of Information Shared in Counseling/Therapy
Your Rights and My Policies**

ABOUT ME

My name is James Carroll. I have an MA in Professional Counseling from Lindenwood University, a Graduate Certificate in Infant/Family Mental Health from University of Southern Florida, and a BA in Psychology from Southern Illinois University.

I am a Licensed Clinical Professional Counselor (LCPC) in the State of Illinois and a Licensed Professional Counselor (LPC) in the State of Missouri. In addition, I am a National Certified Counselor (NCC), a Certified Clinical Mental Health Counselor (CCMHC), a Master Addictions Counselor (MAC), a Registered Play Therapist-Supervisor (RPT-S), a Board Certified-TeleMental Health Provider (BC-THP), an Approved Clinical Supervisor (ACS), and a Registered Yoga Teacher (RYT-200)

My clinical areas of expertise include: posttraumatic stress disorder, reactive attachment disorder, and working with young children. I also work with mood disorders, anxiety disorders, ADD/ADHD, grief and loss, children of divorce, anger management, trauma, etc.

ABOUT COUNSELING/THERAPY

I take a gentle approach to counseling/therapy. I do not believe confrontation is helpful. My approach to counseling/therapy is to listen to what your concerns are and then to identify the thoughts and/or beliefs you have that are contributing to your current difficulties. Counseling/therapy is then centered around modifying these thoughts and beliefs.

Counseling/therapy has several benefits. Some of these benefits include: improved functioning at work/school, less conflict with other people, or family members, and a general sense of well-being, etc. In order for counseling/therapy to be of benefit to you, it is important to attend sessions on a consistent and regular basis.

It also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times, or you may find yourself confused. It is important that you consider carefully whether these risks are worth the benefits of you changing. Most people who take these risks find that counseling/therapy is helpful.

WHAT TO EXPECT

The purpose of meeting with a counselor or therapist is to get help with issues or challenges in your life that are bothering you or that are keeping you from being successful in important areas of your life. You may be here because you want to talk to a counselor or therapist about these problems. When we meet, we will discuss these issues or challenges. I will ask questions, listen to you, and suggest a plan for improving these problems. It is important that you feel comfortable talking to me about these issues or challenges that are bothering you. Sessions typically last from 30 to 60 minutes.

For minors, sometimes these issues or challenges will include things you don't want your parents or guardians to know about. For most people, knowing that what they say will be kept private helps them feel more comfortable and have more trust in their counselor or therapist. Privacy, also called confidentiality, is an important and necessary part of good counseling/therapy.

CONFIDENTIALITY AND THE LIMITS OF CONFIDENTIALITY

Confidentiality is YOUR right to tell me something and that information remains with me and is kept secret. This means that I cannot talk to your doctor, a family member, your job/school, etc. without your written permission. In the case of someone under 18 years old, I can disclose information to your parent/guardian.

However, there are some exceptions to confidentiality. Some of these exceptions include:

- You/your parent/guardian signs a written release authorizing me to release information.
- You tell me you plan to cause serious harm or death to yourself, and I believe you have the intent and the ability to carry out this threat in the very near future. I must make sure that you are protected from harming yourself.
- You tell me that you plan to cause serious harm or death to someone else who can be identified, and I believe you have the intent and ability to carry out this threat in the very near future. In this situation, I must inform the person whom you intend to harm.
- You are involved in a court case and a request is made for information about your counseling or therapy. If this happens, I will not disclose information without your written consent unless the court requires me. I will do all I can within the law to protect your confidentiality, and if I am required to disclose information to the court, I will inform you that this is happening.
- You agree to allow me to use your photos of you or your child's work with no identifying information (e.g., name, picture of your child, etc.) revealed for training and marketing purposes.
- You are involved in a national security investigation. Furthermore, I cannot reveal to you that information has been requested from federal authorities and you are being investigated.

- You are a minor or senior citizen and report any type of abuse, then I must report this to the appropriate authorities for them to investigate.
- There are limits to confidentiality when participating in family or group therapy.
- Executor(s) of my professional will.
- Additional rare instances where disclosure is allowed or required by law.

From time to time, I seek out consultation and supervision from other clinicians in order to help me assist my clients and for professional development purposes. I do not disclose any identifying client information when seeking consultation or supervision. By undertaking counseling with me you consent and understand that I may seek out consultation or supervision regarding your counseling. If you do not want me to seek out consultation or supervision regarding you or your child, you must provide me a written statement stating that you do not wish for me to obtain consultation or supervision regarding you or your child.

TOUCH

Touch is a normal, healthy part of all parent-child interactions and is very important for the healthy development of all children. I use various kinds of touch in my treatment. I use touch that is playful and engaging. I use touch that is nurturing. I use touch to organize and modulate activities. I use touch to help or guide a child. A child who has been inappropriately or hurtfully touched in the past needs to relearn what gentle, fun, and appropriate touch feels like, and therefore learn that he/she is worthy of this kind of treatment.

Also, children who may be extremely sensitive to touch need physical closeness and playfulness, therefore, treatment seeks ways to provide these experiences in ways that are tolerable for the child, and eventually to expand his/her tolerance for new sensory experiences. If a child is angry, deregulated, or out of control in a session and has not responded to other efforts to calm him/her, I, with the assistance of the parent (s) stay and contain the child in some way; this may involve cradling the child on the lap of the adult, an arm around the child, or close soothing physical contact. If you are able, you the parent will contain your child with support from me. As soon as your child settles, the containment stops, and the adult continues interacting with child. Containment is done in reaction to the child's deregulated behaviors; I never provoke your child to contain him/her.

I also am trained in therapeutic touch and will provide this service when requested.

INSURANCE AND PROFESSIONAL FEES

I accept many insurance plans. It is your responsibility to verify that I am in-network with your insurance plan. While I am in-network for many Employee Assistance Programs (EAP's), I am no longer accepting this type of insurance. I will bill your insurance for my services. You are responsible for any co-pays and deductibles. I typically will bill you once a month for co-pays or

deductibles owed. If your account balance gets to \$500 or above and you have not made payment, or arranged payment with me, I will terminate treatment.

If you have no insurance or wish not to use your insurance, my fee is \$125 for the initial visit and \$125 for 60-minute sessions (or 45-minute play therapy session) and \$100 for 45-minute sessions. In addition to scheduled appointments, it is my practice to charge this amount on a prorated basis for other professional services you may require, such as report writing, telephone conversations that last more than 5 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me.

If your account is past 90 days and you have not made arrangements with me regarding payment, I will turn your account over to a collection agency. You will then be responsible for the cost of your account plus any collection fees. Additionally, I may pursue the matter in court, and you would be responsible for any attorney fees, court costs, etc.

MISSED APPOINTMENTS

You will need to give 24 hours advance notice for cancelling a session. If you fail to call 24 hours in advance to cancel your appointment, a \$50 fee may be assessed. The only exception would be if you have fallen ill suddenly or you would endanger yourself by attempting to come (for example, driving on icy roads without proper tires). I reserve the right to terminate treatment for a missed session or charge a "No Show" fee.

EMERGENCIES

If you have an emergency, you may call me at 314-651-6679, you can call your psychiatrist, or you can call 911.

THREATS

If you do violence to me or my family, threaten (verbally or physically), or harass me or my family, I reserve the right to terminate you unilaterally and immediately from treatment and will share any statements or actions with law enforcement and whoever else I deem necessary.

LEGAL INVOLVEMENT

By undertaking counseling with me, you agree not to have me, or my records subpoenaed to appear or testify in court regarding any legal matter you may be involved with. If for any reason you do involve me in any legal proceedings you and/or your family may be involved with, I charge \$250 per hour for preparation and attendance at any legal proceeding.

SOCIAL MEDIA AND TECHNOLOGY

By undertaking counseling with me, you agree not to view, follow, friend request me etc. on any of my personal social media accounts. Additionally, I will agree to do the same with you. I do have a professional presence on social media, and you may follow me on these profiles. Additionally, you agree not to record any session, conversation, etc. with me without my written consent.

I record/videotape sessions for assessment, consultation/supervision, and professional development purposes. These recordings are stored on a flash drive, which is stored in a locked filing cabinet.

Furthermore, it is important to keep technology in mind. Many smart phones are voice activated. If you have a voice-activated smart-phone, be mindful that if this feature is turned on, parts of our sessions may be recorded. Additionally, it is important to be mindful of sharing your contacts, if I am included, with various social media platforms.

SERVICE ANIMALS, EMOTIONAL SUPPORT ANIMALS, AND ANIMALS

Service animals, as defined by the Americans with Disabilities Act, are permitted in the office. Emotional Support Animals (EMS) and your pets are not permitted in the office.

I am not trained in writing letters in support of Emotional Support Animals. Consequently, I do not write these types of letters.

COMMUNICATION

Telephone: I generally return calls within 24 hours. If it is an emergency (e.g., wanting to hurt yourself or others), I will return the call as soon as I can. If it is an emergency and I don't return your call within five (5) minutes, call 911.

Text: We can text about scheduling and cancelling appointments. However, I will not discuss personal information or issues via text. I am not able to store your telephone number in my contacts. Consequently, when you do send me a message, please make sure to include your name so I know who is sending me the message.

Email: I use a secure and encrypted email service to discuss any type of concerns or issues. When I send you an email, it will be encrypted and will ask you for a password. The password I will use is the date of birth of the individual I am seeing.

Video: If you are a telehealth client, I use a HIPAA compliant video chat software (Simple Practice).

Social Media: Please be aware that, social media is not a secure method of communicating with me.

RECORDS

I maintain records for five (5) years in Missouri and seven (7) years in Illinois after our last session. I will not release and/or copy any records until all fees (i.e., co-pays, deductibles, payments, etc.) you may owe me have been paid to me.

I charge 25 cents per copy. In addition, I charge \$125 an hour to copy and provide the records (billed in 15-minute increments (i.e., \$31.25 per 15 minutes). I also charge for the time it takes me to go to the post office and mail the records and/or to get affidavits for the records notarized. This fee must be paid before I release your records.

Please allow 30 days for me to fulfill your records request.

I maintain records in several ways. One way is electronically. I use a HIPAA complaint practice management company (Simple Practice). The other way is a paper record. Paper records are stored in a locked filing cabinet or flash drive (that is in a locked filing cabinet).

PROFESSIONAL WILL

In the event of an emergency or my incapacitation, I will have a colleague contact you to inform you to ensure the continuity of your care. This individual will have access to your records, if needed. This individual that will serve as the executor of my profession will be Teresa Schroeder or Jason Elliot.

COMPLAINTS

If you are unhappy with what's happening in counseling/therapy, I hope that you will talk about it with me so that I can respond to your concerns. I will take such concerns seriously, and with care and respect. If you believe that I have been unwilling to listen and respond and that I have behaved unethically, you can complain about my behavior to:

In Illinois:
Department of Financial and Professional Regulation
Division of Professional Regulation
Complaint Intake Unit
555 West Monroe Street, 5th Floor
Chicago, IL 60661

In Missouri:
Missouri Division of Professional Regulation
3605 Missouri Boulevard
PO Box 1335
Jefferson City, MO 65102-1335
573-751-0018

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