



OFFICE POLICIES & CLIENT INFORMATION, RESPONSIBILITIES, AND RIGHTS

This form informs you of the policies of Honest Counseling Solutions, LLC/Kristen Helms, LCSW as well as client responsibilities and rights. Please initial each section below to indicate your awareness of these policies, responsibilities, and rights.

Contacting Kristen

Kristen Helms, LCSW (“Kristen”) can be contacted directly at **832-930-8360** via voicemail or text. Only include your first name in a text. You may also send me an email to schedule an appointment to: **kristenhelmslcsw@gmail.com**. I am often with clients continuously from 8 am until 7 pm, meaning that if you call during these hours, my phone will typically transfer you straight to voicemail. I check my voicemail regularly and will return your call or text within 24 hours or the next business day. If you are difficult to reach, please inform me of some times when you will be available when you leave a message.

Initials: _____

Appointments

Appointments are made by contacting Kristen directly at **832-930-8360** via voicemail or text. You may also send me an email to schedule an appointment to: **kristenhelmslcsw@gmail.com**. If you are trying to reach me on the same day as your session, please contact me via phone/text vs. an email. Please note that cell phones cannot be guaranteed as confidential. The time scheduled for your appointment is assigned to you and you alone. You are responsible for coming to your session on time; if you are late, your appointment will still conclude at the scheduled end-time.

Initials: _____

Emergency Procedures

Honest Counseling Solutions, LLC is not an emergency facility and Kristen does not provide twenty-four (24) hour crisis or emergency services. For life-threatening emergencies, call 911 or go to your nearest emergency room. Please note that as an independent practitioner, I am not able to offer after-hours services. If you are suicidal you can call the National Suicide Prevention Hotline at (800) 273-8255. If you have insurance you can call the number listed on the back of your card and get a referral to an in-network psychiatric hospital for consultation with an intake specialist. Also, if at

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any time you require a level of support greater than the resources I can provide, I will refer you to a higher level of care program, such as an inpatient program or intensive outpatient program. I may also require that you seek additional care from a psychiatrist or group therapist to continue therapy with Honest Counseling Solutions, LLC/Kristen Helms, LCSW.

Initials: _____

Cancellation / Missed Appointment Policy

Since an appointment reserves time specifically for you, it is the policy that you must call or text within 24 hours of your scheduled appointment to cancel the appointment. **If you do not provide at least a 24-hour notice, your credit card on file will be charged for the full fee of the session (\$120).** I understand that emergencies arise and will provide **one** “free” last-minute cancellation. That is, you will not be charged for your **first** last-minute cancellation. This one cancellation applies to your individual or couple’s session, but you cannot apply it to both.

If for some reason I am unable to attend your therapy session (outside of scheduled vacations) due to an unexpected emergency or illness, every attempt will be made to contact you 24 hours in advance on the phone numbers and/or email you have provided. **If you are sick or experiencing any symptoms of illness, I ask that you conduct your session via the phone or video platform. If I am ill, I will extend the same consideration.**

No-Show: If you do not show up for a scheduled appointment (that you have not called to cancel) you will be charged the full fee for the session (\$120). You are responsible for keeping track and attending your sessions.

Initials: _____

Availability between Sessions

Kristen is available to take a brief 5-minute phone call or to answer a short 1 paragraph email regarding your **therapy appointment times or therapy homework one time** between sessions and **no more than 1 time per month** without the client incurring a fee. We will not process therapy issues via email unless you have been specifically asked by your therapist to check in as part of your treatment. If the client feels that more contact is needed between sessions due to crisis, I am willing to discuss the possibility of increasing the weekly sessions or scheduling a phone appointment temporarily if I feel that it

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supports the client's therapy. If frequent non-crisis contact continues between sessions, it will be important to talk about charging for that support time, and/or referring out for a higher level of care than a once a week therapy session can offer.

Initials: _____

Use of Electronic Communications

Text message will be sent to remind you of your scheduled appointment. You may also utilize text messaging to schedule, reschedule or cancel appointments. I only need your first name in a text.

If I have an unexpected emergency and need to cancel/reschedule your appointment within 24 hours of the scheduled session please note how you would like me to communicate with you: ___text ___voicemail ___email .

Texts to my work cell phone at 832-930-8360 should only include information for the purpose of scheduling or cancelling appointments. Do not include any other personal information in your texts, as texting is vulnerable to unauthorized access.

It is my preference to use email only to arrange or modify appointments. **Please do not email content related to your therapy sessions, letters to read, blogs, videos, as email is not completely secure or confidential.** If you choose to communicate by email, be aware that all emails are retained in the logs of your and the Honest Counseling Solutions, LLC Internet service providers.

While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of Internet service providers. You should also know that any emails received from you and any responses that are sent to you become a part of your legal and medical record.

Honest Counseling Solutions, LLC /Kristen Helms, LCSW will not engage in communication or relationships via social media with clients. This is for the protection of your privacy as well as the therapy relationship. I will not accept "friend" requests from current or former clients on my psychotherapy profiles on social networking sites due to the fact that these sites can comprise client's confidentiality and privacy. For the same reason, it is requested that clients do not communicate with me through any interactive or social networking websites.

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Honest Counseling Solutions, LLC /Kristen Helms, LCSW will never post information about a client on a public website. It is requested, that you respect the privacy of this practice and myself by reframing from posting any “reviews” or other information regarding the services received on websites such as HealthGrades, Angie’s List, Yelp, or other forum for posting public reviews of health care providers.

Initials: _____

Interactions Outside of Therapy

Occasionally clients and therapists run into each other outside of therapy. My policy is to protect client confidentiality, and I will not acknowledge you unless you acknowledge me first. I am happy to return a friendly greeting but will allow you to take the initiative only if you would prefer to do so.

Initials: _____

Confidentiality

Therapy is best experienced in an atmosphere of trust. Thus, all therapy services are strictly confidential and may not be revealed to anyone without your written permission. ***There are exceptions to confidentiality where disclosure is required by law (see below).*** There may be occasions where I may consult with adjunct therapists in order to discuss aspects of your sessions to best support your process. When doing so, please understand that your name will not be used and I will change significant identifying details in order to protect your confidentiality. Your confidentiality is very important to me. Should you request that your therapist speak with another professional or person (i.e. doctors, former therapists, teachers, family, friends or anyone else outside the therapy room), you must first provide your signed written consent in order to do so and only after it is determined it is in the best interest of supporting your therapeutic process and progress.

Confidential Electronic Data Storage and Email Transmission

Your confidentiality as a client is of utmost importance. To support and secure your clinical information, Honest Counseling Solutions has set up a system as part of our therapeutic services in order to securely store and protect your information in a confidential and protected capacity. As part of my practice, I will be utilizing a HIPPA compliant Electronic Medical Record platform as well as HIPPA compliant cloud based digital storage. Any paper information signed and/or provided by you will also be immediately scanned and uploaded into the secure platform and the paper copy will be shredded on the same business day. All your protected health information is covered

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under the Health Insurance and Portability Act of 1996 and in particular 45 C.F.R, Part 164, Subpart C under HIPPA.

Legal Exceptions to Confidentiality

I take confidentiality very seriously. Your information is confidential, with the exception of information relating to child abuse, or suspected child abuse, child pornography, elder abuse, dependent adult abuse, or intent to harm self or others, or **unless mandated by a court of law**. Legally, therapists are mandated reporters of abuse or intent to harm another. If you are suicidal or homicidal, I must take all reasonable steps to prevent harm to you or another.

Legal exceptions to confidentiality are in place to protect your safety and the safety of others. This includes: when there is a reasonable **suspicion** of child abuse (physical, sexual, emotional, neglect), or adult dependent care abuse, elder abuse/neglect; and where a client threatens to harm or kill other(s) (homicide), or threatens to damage another person's property.

If you are homicidal and make a serious threat to hurt another person(s), I will contact 911 and make every attempt to warn the intended victim or victims. Additionally, if a court issues an order to release records (for example a divorce hearing or custody hearing), I must abide by the court order and may be compelled by court order to testify under oath and thus must answer all questions honestly.

Please initial here if you understand the above stated limits of confidentiality and mandated reporting responsibilities of Kristen Helms, LCSW and all staff of Honest Counseling Solutions, LLC.

Initials: _____

Sobriety Policy

I ask that all clients and couples arrive to therapy sober and not under the influence of drugs and/or alcohol. If I notice or suspect that you are intoxicated (such as slurred speech, rapid speech, smelling of alcohol, behavior that indicates intoxication with cocaine, prescription drug abuse, marijuana, or other substances) the therapy session will be immediately terminated. I will also assist you in finding a safe ride home (via friend, family member or Uber) as driving while under the influence constitutes a risk to others and is a reportable offense. Once you are safely home, I will reschedule the therapy session where this occurrence will be processed. **You will be charged your full fee for the session if you arrive intoxicated.**

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Initials: _____

Structure of and Fees for a Session

At Honest Counseling Solutions, LLC it is important that your first session include time to review office policies and procedures, ask questions as well as to have a full session to receive an assessment, identify goals for therapy and decide if you want to continue an ongoing therapeutic relationship. For that reason, all initial sessions are **70 minutes** however it will be charged at the standard 50-minute session rate of \$120. I value your time but also believe it is important for you to make the best and most informed decision regarding your ongoing therapy needs. By including additional time to ask questions, review policies and also ensure a full session my hope is to show my commitment to your ongoing growth.

Following your initial session, therapy sessions are weekly, and are scheduled in advance. Standard sessions are **50-minutes** in length and begin and end on time. All standard therapy sessions are billed at \$120 per 50 minutes. This fee is the same for telephonic sessions, telehealth through a secure HIPPA compliant video platform, and couples counseling as the same amount of time must be blocked out. Should you prefer an extended session time, the option of being seen for 80-minute sessions is available for a fee of \$170 per session.

Therapy is a process that is unique to each client and the challenges they are presenting with. Some presenting issues can be worked on very effectively in a fairly short period of time (10-20 sessions). Other challenges may take much longer. It can be difficult to predict exactly how long therapy will last and this is best discussed in your first session. I will put together a treatment plan and goals that you will be working toward. A guideline to remember is if you attend forty 50-minute therapy sessions that is less than an average work week. If you have questions regarding the length of treatment, please feel free to discuss this with me at the start and/or at any point during therapy

Initials: _____

Insurance

I am currently a contracted provider with Sondermind. (sondermind.com) As a contracted provider I am able to provide services that can be billed to your insurance.

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However, in order to utilize your insurance, you must agree to work through Sondermind, who will be directly billing your insurance and collecting payments for any sessions in which you prefer to have your insurance billed. By your signature below, you authorize me to release information concerning my treatment of you to Sondermind and your insurance carrier for insurance purposes and to receive direct payment for the services I provided to you.

If you do not have one of the insurance plans that I am an approved provider, I can provide a receipt, which you may submit to your insurance company to request reimbursement for services from an out-of-network provider.

If you would like to see a therapist that is covered by your insurance instead, you will need to contact your insurance provider and ask them for a list of providers in your network.

Most insurance companies require a clinical diagnosis to reimburse for treatment. Some may require additional clinical information to support payment. Information collected by an insurance company will become part of the company's files. Though all insurance companies claim to keep such information confidential, Honest Counseling Solutions, LLC/ Kristen Helms, LCSW has no control over what they do with it once it is in their possession. Medical data has been also reported to be legally accessed by enforcement and other agencies, which may place you in a vulnerable position. The safest way to protect your confidentiality is to pay cash for treatment. If you elect to use your insurance coverage to pay for treatment, Honest Counseling Solutions, LLC/ Kristen Helms, LCSW will assume that you have evaluated the stated risk and elected to proceed.

Initials: _____

Services Outside of Scheduled Therapy Sessions

In additional to therapy appointments, I will charge my standard \$120 hourly fee for other professional services you may need, although the hourly cost will be prorated if I work for periods of less than one hour. Other services may include report writing, telephone conversations lasting longer than 5 meetings, attendance at meeting with other professional you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request. **I will not perform social studies or custody evaluations. I will not conduct assessment for FMLA, short-term or long-term disability applications. I will not provide**

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recommendations regarding possession, custody, access to or visitation with minor children. I will not provide medication or medical advice. I will not provide legal advice. These services are not within the scope of my practice.

Court Reports or Letters

I do not write legal letters or court reports on behalf of clients involving divorce, custody or other legal matters or lawsuits. I do not write letters pertaining to legal matters to any outside person (i.e. doctor, school, attorney, etc.) or agency regarding your treatment. If a special circumstance arrives where a letter is **required by court order**, it will require your written consent and will be billed to you at \$25.00 per page and **in addition to my hourly fee**. I reserve the right to refuse to write letters on your behalf (unless court mandated) if we do not feel this would be in your best interest, if it places us in a dual relationship, or will compromise our therapeutic relationship. I will not write letters on your behalf if you are involved in a lawsuit for any aspect of your personal or professional life, as this places us in a dual relationship as both your therapist and court advocate, thus crossing therapeutic boundaries. **If you are involved in a lawsuit, please understand that entering your mental health into a court hearing may not always be in your best interest as it may compromise your confidentiality and your clinical files may be requested and I must speak honestly if under oath.** I will not be your advocate in a court hearing or speak on your behalf as that is not the nature of the therapist/client relationship.

Initials: _____

Court Fees

If you become involved in legal proceedings that require my mandated participation, you will be expected to pay for all of my professional time, including preparation and transportation time and costs, even if called to testify by another party. Because of the time involved and the interruption to my clinical work, you will be charged \$250 per hour for time out of practice, time for preparation, travel time, and attendance at any legal proceeding on your behalf that you will be responsible for. Additionally, if other client sessions must be cancelled, these must be covered at the rate of those sessions and will be billed to you. Court fees can be very expensive so please sign and date below to indicate that you understand your financial responsibility in covering these expenses should you be mandated to go to court for a legal issue you are involved in. A therapist is not a court advocate or friend. A therapist must legally speak truthfully under oath.

Initials: _____

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Payment Collection and Credit Card

Payment for services will be rendered during the first five minutes of your session. Honest Counseling Solutions, PLLC/Kristen Helms, LCSW, accepts MASTERCARD, VISA, AMEX, and DISCOVER. Checks can be made to Honest Counseling Solutions, LLC.

Some clients prefer to pay by cash for confidential reasons. Please bring the exact cash amount for your session fee. Charges for unpaid services may be turned over to a collection agency which compromises confidentiality. I do not “carry over” session payments from week to week, or extend credit as this could constitute as an unethical “debtor/creditor” dual relationship and ultimately impact the therapeutic relationship

At your first appointment, you will be asked to provide a credit card number and complete a Credit Card Authorization form. The form and your credit card information will be kept on file so that I may charge your account for a missed appointment/last minute cancellation, payment for checks returned for insufficient payment (including the \$12.00 returned check fee).

Credit card information will be stored in a password protect Cloud storage. The original document where you provide this information will be shredded.

Initials: _____

Professional Records:

Documentation of sessions consist of a summary of each meeting and may include general issues addressed, possible symptom presentation or change, level of functioning, mental status, diagnosis and treatment plans. I do utilize a secure HIPPA compliant, Electronic Medical Record (EMR) for each client. State and Federal law requires that I maintain appropriate treatment records for at least 6 years from the last date of service.

I can release all or portion of your records to any person or entity you specify. Any request for records must be in writing utilizing the Honest Counseling Solutions Authorization form. Please be advised that request for records will not be accepted via e-mail or text. If you request a copy of your records, it will be provided to you within 15 days of receiving the written request unless I believe that to do so would endanger your life or the life of another person. If I believe that the records must be withheld due to a situation involving life endangerment, a written explanation of the reasons for withholding the record and your options will be provided to you.

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The fee for providing copies of your records will be \$25.00 for the first 20 pages, then \$.50 cents per page thereafter, plus the actual cost of shipping or mailing. In general, the fee for providing copies will be required before the records will be released.

Initials: _____

Referrals and Termination of Therapy

Kristen Helms, LCSW has the ethical duty to provide referrals to other professionals or agencies, if I deem the treatment required to be beyond my level of training or resources as a solo practitioner. In the event that such referrals are, in her professional opinion, necessary for treatment to be effective, continuing therapy with will require you to follow-up on such referrals. Such situations may include, but are not limited to: recurrent suicidality, high-risk alcohol or chemical dependency, domestic violence, psychosis, or self-injurious behaviors. There are other situations that require that therapy be terminated, such as if there is a conflict of interest or if I cannot provide the appropriate treatment modality or required level of care. In this case I will provide you with at least three appropriate referrals and will help to assist the transfer of care.

Termination may occur in several contexts, such as: You have achieved the goals that are made at the outset. You have realized maximum benefit from the therapy or we decide that referral to another therapist or specialist is in your best interest for you to reach your goals. To sustain the benefits of therapy over the long-term, termination is a process that we prepare for and discuss as a team. You have a right to terminate therapy at any time, though I request that our last session together be in person as a way to review our work together and identify any outstanding resources that may need to be addressed in the short- or long-term.

Occasionally clients return to therapy to process new challenges. If you decide to return to therapy in the future, please know that Honest Counseling Solutions has an open-door policy and welcomes the possibility of working together again. However, it will be at my clinical discretion of and dependent upon my availability.

Initials: _____

Plan for Practice in case of Death and Disability

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In the event of the death, incapacity or disability, Kristen Helms, LCSW has made arrangements for another therapist to take over my practice, assume control of my records, meet with clients, make appropriate referrals to other providers, if necessary, and take all reasonable steps to manage the practice for the benefit of my clients. By your initials below, you authorize my designee to contact you directly, and use and disclose your confidential mental health information and records for stated purposes. In an emergency, please provide a contact person:

Initials: _____

General Client Rights

- To expect that Kristen Helms, LCSW, as the single member of Honest Counseling Solutions, LLC (“Treatment Provider”) meets minimal qualifications of training and experience.
- To be informed of the cost of services before receiving them.
- To be free from sexual advances and/or other sexual conduct from the Treatment Provider.
- To be free of being the object of discrimination on the basis of age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, socioeconomic status, or other protected category while receiving services.
- To be free from exploitation for the benefit of the Treatment Provider.

Initials: _____

Specific Client Rights

- The right to be informed of the various steps/activities involved in receiving services
- The right to assist in the development of your treatment plan
- The right to file a grievance
- The right to dignity and privacy
- The right to a humane and safe environment
- The right to confidentiality under the HIPAA Act relating to receipt of services
- The right to communicate with an attorney at any time
- The right to refuse to participate in research without compromising access to services

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- The right to know about treatment parameters, e.g., length of stay or cost of treatment
- The right to have a clear, non-technical explanation of client rights
- The right to make an informed decision about whether to accept or refuse treatment

These rights are guaranteed to all consumers of treatment services. If you have any questions about these rights, you are encouraged to discuss it with your Treatment Provider. If you wish to make a complaint, you can write or call the Texas State Board of Social Work Examiners.

Initials: _____

I have read the above Agreement carefully; I understand the terms of this Agreement and I agree to comply with them. I understand that this Agreement is a contract between me and Honest Counseling Solutions, LLC / Kristen Helms, LCSW and may be legally enforced as a written contract. I agree that this Agreement will stay in effect until I revoke it in writing. I understand that any written revocation must be dated AFTER the date of this Agreement and must be provided to Kristen Helms, LCSW. I agree that a copy of this Agreement has the same force and effect as the signed original.

Signature of Client

Date Signed

Printed Name of Client

Kristen Helms, LCSW

Date Signed

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