

# Stephanie R. Frey, MAMFC, LPC, LMFT

Licensed Professional Counselor  
Licensed Marriage and Family Therapist

2525 Robinhood Street, Suite 1100, Houston , TX 77005

(281) 953-7474

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## Declaration of Practices and Procedures

I appreciate the opportunity to provide service to you in the area of counseling. The information below is in accordance with the statutes of the State of Texas.

### Qualifications

I hold a Master of Arts in Marriage and Family Counseling from the New Orleans Baptist Theological Seminary in New Orleans, Louisiana. I also hold a Bachelor's degree in Sociology with a minor in Psychology from the University of Akron in Akron, Ohio. I am currently a Licensed Professional Counselor and Supervisor (#61077; 1100 West 49<sup>th</sup> Street, Austin, TX 78756, 512-834-6658) and Licensed Marriage and Family Therapist and Supervisor (#200990) in Texas. Additionally, I am a Licensed Professional Counselor in Virginia (#0701009151; 9960 Mayland Drive, Suite 300, Henrico, VA 23233) Other credentials, memberships, and recognitions include: membership in the American Association of Christian Counselors (AACC), American Association of Marriage and Family Therapy (AAMFT), and Texas Association of Marriage and Family Therapy. I am also trained in EMDR and a certified Anger Resolution Therapist through The Center for Anger Resolution.

### Areas of Expertise

In addition to my studies in psychology, counseling, and marriage and family therapy, I have worked in various positions counseling individuals, couples, groups, and families. I have worked extensively with youth and women in crisis and have led various support groups specifically for women and youth. Additionally, I have worked with couples and families in need of marital counseling. I have counseled individuals on a variety of issues and I have managed an outpatient mental health facility that specialized in individual, and marriage and family therapy. I also was previously the Director of Marriage, Family, and Counseling at the Vineyard Christian Fellowship in Sugar Land, TX. Currently, I have been in private practice for ten years. My educational study focuses on exposure to various therapeutic approaches to counseling. It should be noted that I am not able or authorized to prescribe medication. If medical treatment is needed, the client will be encouraged to have a complete physical examination if they have not had one within the past year.

In an effort to continue my commitment to professional development, I attend and participate in workshops and conferences related to various therapeutic issues focusing on individual and family therapy. I continually read and become informed of current developments relating to therapeutic practices and participate in ongoing supervision.

### Counseling Relationship

Individual, marriage, or family therapy is a process through which the person(s) involved are better able to understand themselves along with the interactions that occur between them, their participants, and significant others. It is a process by which the individual is encouraged to achieve enhanced functioning for greater health and life satisfaction.

The therapeutic process begins with the exploration of the nature of the problem. It is my responsibility to listen attentively, provide an atmosphere of trust, and genuinely seek to understand you and the issues you are struggling with. It is only through the open and honest communication of both the client and the therapist that a genuine and nurturing relationship can be established.

After we have examined and developed the sufficient background to proceed, mutually agreed upon goals and objectives will be established within the context of a treatment plan. Periodic assessment and evaluation of treatment will take place so that the client and therapist can reflect upon any improvements and/or changes in the treatment plan. Treatment will conclude when the goals have been sufficiently achieved, the client chooses to end therapy, increased specialization is needed, or it has become evident that another therapist is needed due to a therapeutic impasse.

### **Therapeutic Orientation and Clients Served**

My therapeutic orientation depends upon the individual and the issues / problems presented. Due to the uniqueness of each client, my approach is often eclectic, drawing on varied therapies. While I am systemic in nature (viewing an individual in terms of he/she being part of a greater system, i.e. family), other approaches include, but are not limited to, solution-focused brief, structural/strategic, existential, cognitive-behavioral, family system, behavioral, and person-centered. Behavioral exercises by way of various homework assignments are often incorporated into therapy. The holistic nature of my views concerning mental health recognizes a person's spirituality as the central organizing principal around which lasting mental health and strong relationships may be achieved.

Therapy sessions offered include individual, group, couple, and family counseling. While I do counsel individuals, it is my goal and intent to involve the entire family in the therapy process. Due to the uniqueness of the client and their specific needs in therapy, therapy sessions are often tailored in such a way to allow for individual, couple, and family counseling as part of the clients overall treatment. I am willing to work with all individuals / persons within the scope of my expertise who agree to the terms disclosed in this document.

### **Fee Policy**

The standard fee for counseling is one hundred fifty dollars (\$150) per session. If services are required for court related issues which may include such items as, but not limited to: depositions, court room testimony, preparation time, travel time from and to my office, and waiting to testify; the fee is \$200 per hour.

I currently do not bill insurance; however, some insurance companies do pay for outpatient mental health services. It is your responsibility to verify your personal mental health benefits and bill your health care provider directly if you wish to utilize out of network benefits.

Unpaid balances that exceed 90 days may be referred to collections and/or small claims court. I reserve the right to suspend treatment if your balance exceeds four (4) unpaid sessions.

### **Confidentiality & Code of Conduct**

Problems and intimate details shared and discussed in therapy will be treated confidentially and not shared with other family members, insurance companies, or professionals without your written consent. However, information shared that has to do with knowledge or suspicion of abuse, certain aspects of HIV, and/or situations that constitute a clear and immediate danger to self and others is not considered privileged and as a licensed professional in the state of Texas and Virginia, I am required to disclose my concerns to appropriate designated authorities. I am required by state law to adhere to a Code of Conduct in practice, which is determined by the Texas and Virginia Licensing Board. A copy of this code is available upon request.

Due to ethical reasons, I will not disclose any client information to any participant outside those in therapy without the express signed permission of the client. Confidentiality will be breached, in accordance with state law, in the following situations: 1) The client signs a written release indicating informed consent; 2) The client expresses serious intent / harm to him / herself or someone else; 3) Evidence or reasonable suspicion of abuse of a minor child, elder person (65+ years), or dependent adult; 4) Subpoena or court order asking for disclosure of information.

Confidentiality can also be waived by order of a judge in a disputed child custody case. Couples or adult family members seen in family therapy must all sign a release of information for treatment details to be shared even if the required information is to be shared with your attorney. Clinical records in the state of Texas/Virginia are property of the practicing professional, not the client and will not be released to you. However, I am happy to provide a narrative summary of your treatment to you, your attorney or other professional upon written request. There are two other circumstances in which I may breach confidentiality: 1) In the highly unlikely event of you suing me for malpractice or 2) filing a complaint against me. In these cases, I am legally allowed to defend myself and in doing so, I can provide whatever documentation is necessary, including your records.

To prevent an accidental breach of confidentiality, I purposely do not greet clients if we see each other outside of the office, this is to protect your confidentiality. Should you wish to approach me, you are more than welcome to do so. Also, in working with couples there may be times when I will meet with one of you in an individual session. During those sessions, you may divulge information you don't want your partner to know. I will do my best to honor those requests. However, understand that some secrets can be part of why you are in couples counseling and bear such importance and need to be discussed with your partner. You and I will decide how and when and who will tell the secret to your partner. I will strive to stay away from any surprise telling of secrets. In essence, I reserve the right to share and/or withhold information from you and your partner. My commitment to each of you is to assist you in having the relationship you desire.

### **Email & Phone Policy**

Health Privacy Act protects information contained in your personal file. A distinction is made between a psychotherapy note (notes the counselor takes in session) versus a general note (i.e. email, phone call). A psychotherapy note is protected as client/counselor privilege; however general notes are subject to disclosure given the proper documentation (i.e. subpoena). The counselor will make every effort to protect your confidentiality and abide by state regulations regarding proper standard of care. However please be aware the emails, phone calls, etc. are considered and filed as a general note in your file.

### **Telephone Accessibility**

If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that Face- to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room. At times, when appropriate, I will provide the client with my personal cell number. Please understand that I will do my best to accommodate reasonable requests within normal business hours (8am-6pm). If it is an emergency, please designate this in the call and/or text. I will do my best to responding immediately, realizing if call received after hours I may not see this call until the following business day.

### **Social Media and Telecommunication**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

### **Electronic Communication**

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content unless determined and agreed upon with therapist.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of Texas. If you chose to use information technology for some or all your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences.

When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition, apparent height and weight, body type, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

### Client Responsibilities

In order for therapy to be effective, the client must make a conscious decision to actively pursue and become involved in his or her own therapy. Suspension, termination, or referral may be initiated by either the client and/or the therapist. Clients are expected to follow office procedures for keeping /canceling appointments, as well as payment for services when rendered.

### Potential Counseling Risk

Although psychotherapy is extremely beneficial, there are still risks associated. These risks may include unwanted feelings of fear, anger, sadness, distress, guilt, anxiety, or additional strain placed on an individual. These feelings, associated with change, are a normal part of the therapy process. Therapy often requires self-examination, reviewing previous painful experiences, and wrestling with difficult thoughts. Therapy may also involve life decisions such as seeking new employment, ending or beginning relationships, etc.

**I have read and acknowledge the above information and authorize Stephanie R. Frey, MAMFC., Licensed Professional Counselor and Licensed Marriage and Family Therapist, to provide psychotherapy and/or family therapy. I understand and agree to honor the above policies realizing that Stephanie R. Frey shall be obligated to maintain a reasonable standard of care defined by the State of Texas.**

Client(s) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Counselor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. MY PLEDGE REGARDING HEALTH INFORMATION: I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU: The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

### III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. Psychotherapy Notes. I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is: a. For my use in treating you. b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy. c. For my use in defending myself in legal proceedings instituted by you. d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA. e. Required by law and the use or disclosure is limited to the requirements of such law. f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes. g. Required by a coroner who is performing duties authorized by law. h. Required to help avert a serious threat to the health and safety of others.
2. Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
3. Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

### IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION. Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone’s health or safety.
3. For health oversight activities, including audits and investigations.
4. For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
9. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

### V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

1. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say “no” if I believe it would affect your health care.
2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
4. The Right to See and Get Copies of Your PHI. Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
5. The Right to Get a List of the Disclosures I Have made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
6. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By signing below, you are acknowledging that you have received a copy of HIPPA Notice of Privacy Practices.

Client(s) Signature: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_