

# Starfish Services, Inc.

## Client Information and Office Policy Statement

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Welcome to Starfish Services! This is an opportunity to acquaint you with information relevant to treatment, confidentiality, and office policies. Starfish Services will offer you courteous and professional treatment by a competent, caring counselor. Making appointments, determining financial commitments, urgent requests, and resolution of your concerns will be handled in a timely manner, with confidentiality, courtesy, and respect. Your counselor will answer any questions you have regarding any of these policies.

### Office Information

#### Fee Policy

You are responsible for determining benefits, costs and co-payments as they pertain to your treatment. Any amount that your insurance company will not be paying is due from you at the time services are rendered. If there are any problems with meeting the financial obligations, please speak with Julie Stender. You are responsible for providing this office with copies of your insurance card(s) or any changes in your insurance or coverage. Failure to do so may result in a denial of your claim, and you may become liable for any charges. Payment is due at the time of the session unless other arrangements have been made. The standard rate is \$200 for a diagnostic session and \$175 for all other individual appointments.

#### Appointments

Appointments are scheduled for 45 minutes.

#### Office Hours

Standard hours are Monday through Thursday from 9:00 AM – 4:00 PM.

#### Cancellations

If you cannot make an appointment, please notify the office at least 24 hours in advance. If you do not give 24 hours notice when cancelling an appointment or if you “no show”, a \$100 fee will be assessed.

#### After Hours

If you are suicidal or need to be hospitalized due to a crisis situation, you may contact the 24-Hour Crisis Line at 952-442-7601. If your situation requires immediate attention, you may be referred to the nearest emergency room. Otherwise, please call 9-1-1.

### Client Rights

#### Freedom From Abuse

Starfish Services offers dependable treatment of all clients and strictly follows the Vulnerable Adults Protection Act as described in its respective statute, section 626.557, subdivision 2D. This requirement is a protection from assault, sexual exploitation, and criminal sexual conduct.

#### Other Rights

You have the right to respectful care as it relates to your family’s ethnic, social, religious and psychological well-being. Our responsibility is to provide your family with those services that best meet your needs in a professional and ethical manner. You have the right to seek an outside opinion from another agency and an explanation for any referral recommendations made.

#### Other Responsibilities

You have a responsibility to give your counselor the information needed in order to care for you. You also have the right to participate in the planning of your mental health care, and it is expected that you will follow the treatment plan and instructions needed to care for you.

### Additional Information

#### Starfish Service’s Counselor

Julie Stender is licensed with the State of Minnesota as a LICSW (Licensed Independent Social Worker).

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### **Treatment Process**

You and your counselor will work together to identify treatment options and goals. The length of treatment will vary according to individual needs and will be discussed throughout the course of your care. You are encouraged to talk as openly as possible about the problems you are experiencing so that your clinician may better assist you in treatment planning. You have the right to refuse treatment.

### **Clinic Responsibilities**

Starfish Services is responsible for providing you with quality professional service. This includes treating you with respect, maintaining your confidentiality, and informing you about your condition/diagnosis and treatment options. Information about treatment options will include potential benefits and risks associated with those options. To meet these responsibilities, your clinician may consult with other clinicians (which would be discussed with you).

### **Confidentiality**

Your counselor takes seriously the responsibility to hold in confidence what you discuss with him/her. Information about clients and their families is protected and confidential. Written permission is required to release any information to another agency. Exceptions to this policy only occur under certain circumstances. These are discussed in more detail on the HIPAA/Terms and Limits of Confidentiality form included in the introductory packet.

### **Request for Paperwork**

There are times when you may need paperwork completed by the Clinician. There is a fee for filling out forms and reports. The fees vary according to the document(s) needed. Paperwork and forms can take up to 10 business days to be completed. Please deliver each paperwork request to this office as early as possible.

### **Record Keeping**

Clinical information is maintained describing your current condition, treatment, progress, dates, notes, etc. Your records will not be released without your written consent or otherwise noted in the HIPAA/Limits of Confidentiality form in the introductory packet. Confidential records are locked/secured and kept on site.

### **Patient Litigation**

It is generally considered unwise, and potentially a conflictual situation, for a patient's therapist to become involved in litigation involving the patient. The therapist's role is for therapy, not for forensic purposes. If the patient needs an expert for litigation in which the patient is involved, there are trained professionals available for that purpose. As such, the therapist has a policy of not communicating with lawyers, or writing letters, or signing declarations for the patient's attorney to be used for litigation purposes. The therapist will not produce records without a signed authorization from the patient or an order from the court. It is understood that should the therapist be subpoenaed to testify, the patient will be responsible for reimbursing the therapist for any time spent in preparation, travel, waiting and testifying at the rate of \$300 per hour.

### **Your Satisfaction is Important to Us**

Please feel free to raise any concerns with your counselor at any time.

## Starfish Services LLC.

### Electronic Payment Communications Disclosure

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Services provided by Starfish Services LLC may be paid with cash, personal check or:

- Electronically through funds transfer
- Using a payment card
- Square
- Apple Pay
- Android Pay

Starfish Services LLC has a duty to uphold your confidentiality, and thus wishes to make sure that your use of the above payment services is done as securely and privately as possible.

After using any of the above services to pay your fees, that service may send you receipts for payment by email or text message. These receipts will include our business name, and may indicate that you have paid for a therapy session.

It is possible the receipt may be sent automatically, without first asking if you wish to receive the receipt. We are unable to control this in many cases, and we may not be able to control which email address or phone number your receipt is sent to.

So before using one of the above services to pay for your session(s), please think about these questions:

- At which email address or phone numbers have I received these kinds of receipts before?
- Are any of those addresses or phone numbers provided by my employer or school? If so, the employer or school will most likely be able to view the receipts that are sent to you.
- Are there any other parties with access to these addresses or phone numbers that should not be seeing these receipts? Would there be any danger if such a person discovered them?

In addition to these possible emails or text messages, payments made by credit card will appear on your credit card statement as being made to Starfish Services, LLC. Please consider who might have access to your statements before making payments by credit card.

#### **Health Savings Accounts and Flexible Spending Accounts**

If you are using a Health Savings Account (HSA) or Flexible Spending Account (FSA) payment card, please be aware that even if your payment goes through and is authorized at the time that we run your card, there is a possibility that your payment could later be denied. In the event of this happening, you are responsible for ensuring that full payment is made by other means.

## Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW THIS NOTICE CAREFULLY.**

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information (“PHI”). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act (“HIPAA”), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules, and the *NASW Code of Ethics*. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

### **HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

**For Treatment.** Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

**For Payment.** We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

**For Health Care Operations.** We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

**Required by Law.** Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

**Without Authorization.** Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations.

As a social worker licensed in this state and as a member of the National Association of Social Workers, it is our practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with the *NASW Code of Ethics* and HIPAA.

**Child Abuse or Neglect.** We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.

**Judicial and Administrative Proceedings.** We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

**Deceased Patients.** We may disclose PHI regarding deceased patients as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

**Medical Emergencies.** We may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm. Our staff will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.

**Family Involvement in Care.** We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.

**Health Oversight.** If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.

**Law Enforcement.** We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

**Specialized Government Functions.** We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.

**Public Health.** If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

**Public Safety.** We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

**Research.** PHI may only be disclosed after a special approval process or with your authorization.

**Fundraising.** We may send you fundraising communications at one time or another. You have the right to opt out of such fundraising communications with each solicitation you receive.

**Verbal Permission.** We may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

**With Authorization.** Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that we have already made a use or disclosure based upon your authorization. The following uses and disclosures will be made only with your written authorization: (i) most uses and disclosures of psychotherapy notes which are separated from the rest of your medical record; (ii) most uses and disclosures of PHI for marketing purposes, including subsidized treatment communications; (iii) disclosures that constitute a sale of PHI; and (iv) other uses and disclosures not described in this Notice of Privacy Practices.

## **YOUR RIGHTS REGARDING YOUR PHI**

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to Starfish Services, LLC:

- **Right of Access to Inspect and Copy.** You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a “designated record set”. A designated record set contains mental health/medical and billing records and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you or if the information is contained in separately maintained psychotherapy notes. We may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.
- **Right to Amend.** If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. Please contact the Privacy Officer if you have any questions.
- **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will accommodate reasonable requests. We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you for an explanation of why you are making the request.

- **Breach Notification.** If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

### **Questions and Complaints**

If you have any questions about this notice, disagree with a decision about access to your records, or have other concerns about your privacy rights, you may file a complaint with Starfish Services, LLC and/or the Secretary of the U.S. Department of Health and Human Services at the addresses listed below.

To file a complaint with Starfish Services, LLC, contact:  
Julie R. Stender, MSW, LICSW  
Email: [jrstender@gmail.com](mailto:jrstender@gmail.com)

To file a complaint with the U.S. Department of Health and Human Services, contact:  
The Secretary of Health and Human Services  
200 Independence Ave. SW  
Washington, D.C., 20201  
Telephone: (202)619-0257

**We will not retaliate against you for filing a complaint.**

**The effective date of this Notice is September 2013.**