

Starfish Services, LLC.

Office Policies, Informed Consent and Privacy Practices

Welcome to Starfish Services, LLC. This is an opportunity to acquaint you with information relevant to office policies, client information and the therapeutic process. Please address any questions or concerns with your clinician.

Office Policies

Office Hours

Standard hours are Monday through Wednesday from 9:00 AM – 4:00 PM; Thursday 9:00 AM – 12:00 PM.

Appointments and Cancellations

Appointments are scheduled for 45 minutes. It is extremely important to be on time for your scheduled appointment. If you are late for a session, you may lose some of that session time.

If you need to cancel or reschedule an appointment, please do so 24-hours in advance. This is necessary because a time commitment is held and made exclusively for you.

If you do not give 24-hour notice when cancelling an appointment or if you “no show”, a \$100 fee will be assessed.

Fee and Payment Policy

You are responsible to pay Starfish Services, LLC a rate of \$175 per session due at the time of service using cash, check or credit card. Please make checks payable to Starfish Services, LLC. A \$10.00 service fee will be charged for any returned checks.

Your credit/debit/Health Savings Account card can be kept on file and automatically charged at each session for your convenience.

If you are using a Health Savings Account (HSA) or Flexible Spending Account (FSA) payment card, be aware that even if your payment is authorized at the time of service, it may later be denied. If so, you are responsible for full payment.

Starfish Services, LLC is required to uphold confidentiality, but recognizes after your payment is processed, you may receive electronic receipts that include our business name.

After Hours

If you are having a mental health crisis, contact the 24-Hour Crisis line at (952) 442-7601, call 911, or visit your nearest emergency room.

Telephone Accessibility

If you need to contact me between sessions, please leave a voice mail. I am often not immediately available; however, I will attempt to return your call within 24-hours. Do not use the office phone number, email, or text message for emergency situations.

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

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possible.

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.

Electronic Communications

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

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 discuss with me directly.

Minors

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

Termination

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified providers/agencies to treat you. You may also choose someone on your own or from another referral source.

Should you opt not to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons I must consider the professional relationship discontinued and will close your file. You are welcome to reach out again in the future to re-establish services with me or to receive a referral to another provider/agency for different services.

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Informed Consent

General Information

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me.

The Therapeutic Process

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your openness to sharing the problems you are experiencing and your willingness to engage in this process. Psychotherapy may, at times, result in discomfort; remembering unpleasant events and becoming aware of feelings attached to those events can bring on feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and your repeating patterns, as well as to help you clarify what it is that you want for yourself. I aim to create a compassionate and collaborative space where, together, we can explore painful or traumatic experiences and resolve them, better understand unhealthy life patterns, and identify solutions to current problems. Discussing treatment options and establishing therapy goals is a collaborative process. You may also be asked to complete symptom questionnaires periodically to assess your progress. The length of treatment will vary according to individual needs and will be discussed throughout the course of your care.

The overarching goal of therapy is to get out of therapy! It is my hope that the relief you will feel and insight you will gain through therapy will be catalysts for finally healing from trauma, restoring autonomy, achieving balance, and improving your overall well-being.

Confidentiality

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

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Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name or identifying information.

If we see each other outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

About the Therapist

Julie R. Stender is a licensed independent clinical social worker in the State of Minnesota, a Certified Clinical Trauma Therapist (CCTS), and a Master Certified Accelerated Resolution Therapy (ART) practitioner and trainer. Starfish Services, LLC is responsible for providing you with quality professional services. This includes treating you with respect, maintaining your confidentiality, informing you about your condition/diagnosis, discussing treatment options, and referring out if needed. If you have any questions regarding Ms. Stender's credentials, approach to therapy, or other services, feel free to address that directly.

Notice of Privacy Practices

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.

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

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.

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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 person 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.

Certain Uses and Disclosures Require Your Authorization:

1. Psychotherapy Notes. I may 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.

Certain Used 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:

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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.

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

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.

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

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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.

Effective Date of this Notice

This notice went into effect on November 7th, 2021.