



DISCLOSURE STATEMENT

Ashley J. Fauber, MS, LPC, NCC
Licensed Professional Counselor
National Certified Counselor
M.S., Mental Health Counseling
Granted by Capella University
B.S., Youth/Social Science
Granted by Crown College

LICENSURE

Ashley Fauber is a Licensed Professional Counselor: LPC #2461 in MN and #1668 in WY.

SCOPE OF PRACTICE / TREATMENT PHILOSOPHY

"Licensed professional counseling" means the application of counseling, human development, and mental health research, principles, and procedures to maintain and enhance the mental health, development, personal and interpersonal effectiveness, and adjustment to work and life of individuals and families. The scope of practice of a licensed professional counselor includes: the implementation of professional counseling treatment interventions including evaluation, treatment planning, assessment, and referral, as well as, direct counseling services to individuals, groups, and families. Also includes counseling strategies that effectively respond to multicultural populations, knowledge of relevant laws and ethics impacting practice, crisis intervention, consultation, and program evaluation and applied research. Ashley Fauber is a professionally licensed counselor who is bound to the ethical guidelines of the Minnesota Board of Behavioral Health and Therapy. She obtained her master's degree in counseling from Capella University in Mental Health Counseling. Previous work experience includes Brief Intensive Treatment therapist at a community health center and individual counselor for individuals, couples and families. Specialized training includes Eye Movement and Desensitization Reprocessing (EMDR), BIT (brief intensive therapy) for suicidal interventions.

CLIENT RIGHTS / CONFIDENTIALITY

According to Minnesota statute 148B.593: An LPC may not disclose without written consent of the client any communication made by the client to the licensee in the course of the practice of professional counseling, nor may any employee of the licensee reveal the information without the consent of the employer or client except under the following circumstances:

- a) Where abuse (physical, sexual, or emotional) or harmful neglect of children, the elderly or disabled or incompetent individuals is known or reasonably suspected. This includes parental admission of prenatal exposure to alcohol or controlled substances that are potentially harmful to the unborn child.
- b) If you are a danger to yourself physically, or become incompetent mentally, as determined by the therapist's evaluation.
- c) Where an immediate threat of physical violence to self or against a readily identifiable victim is disclosed to the person licensed or otherwise authorized to practice under this statute
- d) If professional misconduct by another health care professional is reported



NOTICE OF PRIVACY RIGHTS

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

During the process of providing services to you, Arukah Christian Counseling (ACC) will obtain, record, and use mental health and medical information about you that is protected health information (PHI). This information is confidential and will not be used or disclosed without your written authorization, except as described below.

I. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI)

A. General Uses and Disclosures Not Requiring the Client's Consent.

- 1) **Treatment:** Refers to the coordination and management of your mental health care and related services by ACC providers. The ACC therapist involved with your care may use your information to plan your treatment and make sure the most appropriate methods are being used to help you.
 - 2) **Payment:** Therapeutic services we conduct to obtain or provide reimbursement related to your mental health care. We will use your information for ACC financial purposes, which may include information that identifies you and details of your treatment for bills we send to you and claims we send to another payer.
 - 3) **Health care operations:** Activities by ACC having to do with regular administrative functions. We may use your health information to monitor service quality, conduct audits, and other purposes directly related to how we run our business.
 - 4) **Contacting the client:** ACC may contact you to remind you of appointments and tell you about other treatments and services that may help you.
 - 5) **Required by law:** ACC will disclose PHI when required by law in any of the following situations: a) Reporting child abuse or neglect. b) Court ordered. c) Legal duty to warn or take action regarding imminent danger to others. d) When client is a danger to self or others or gravely disabled. e) When required to report certain communicable diseases and certain injuries. f) When a coroner is investigating the client's death.
 - 6) **Health oversight activities:** ACC will disclose PHI to health oversight agencies as authorized by law and necessary for the oversight of any of the following: a) The health care system (*insurers, doctors, hospitals, pharmacies etc.*), b) government health care benefit programs (*Medicare, Medicaid, etc.*), c) Regulatory programs (*Drug Enforcement Agency, State Medical Licensing, etc.*), d) To determine compliance with program standards.
 - 7) **Crimes on the premises or observed by ACC staff:** Crimes that are observed by ACC staff, directed towards staff, or that occur on the premises, will be reported to law enforcement.
 - 8) **Involuntary clients:** To provide and coordinate the care of clients being treated involuntarily, PHI will be shared with other providers, legal offices, and others as the law allows.
 - 9) **Family members.** Except for certain minors, incompetent or involuntary clients, PHI **CANNOT** be disclosed to family members without the client's consent. If family members are present during a discussion with the client, and it can be reasonably inferred from the circumstances that the client does not object, PHI may be disclosed in the course of that discussion. However, if the client objects, PHI will not be disclosed.
 - 10) **Emergencies:** In life threatening emergencies, ACC staff will disclose PHI necessary to avoid serious harm or death.
 - 11) **Consultation/ Supervision:** It is standard practice in the mental health field to consult with other mental health professionals and supervisors to gain additional insight and skills in our work with clients. As therapists at ACC participate in this practice, identifying information will be altered to protect your confidentiality.
- B. Client Authorization or Release of Information.** ACC may not use or disclose your PHI in any way without a signed authorization or release of information from you. The authorization or release may be revoked by written request or documented verbal communication with you. The revocation will apply upon receipt of notice in writing unless ACC has already taken this requested action on a verbal order.



II. YOUR RIGHTS AS A CLIENT

A. Access to Protected Health Information (PHI). Subject to certain limitations, you have the right to inspect and obtain a copy of PHI contained in your legal medical record. Those limitations will be explained to you at the time of your request.

B. Amendment of Your Record. You have the right to request that ACC amend (revise/correct) your PHI. ACC is not required to amend PHI if it is determined that the record is accurate and complete. There are other exceptions. Additional information will be provided to you at the time of your request, along with information about the appeal process available to you.

C. Accounting of Disclosures. You have the right to receive a list of disclosures ACC has made regarding your PHI in the 6 years prior to the date of the request. It does not include disclosures for the following: 1) Treatment 2) Payments 3) Health care operations, 4) Disclosures made pursuant to a HIPAA-compliant authorization. There may be other exceptions that will be provided to you should you request an accounting.

D. Additional Restrictions. You have the right to request additional restrictions regarding the use or disclosure of your PHI. However, ACC does not have to agree with the request. There are certain limits to any restriction. These can be explained to you at the time of your request.

E. Alternative Means of Receiving Confidential Communications. You have the right to request that you receive communication of PHI from ACC by other means. There are limitations to the granting of such requests, which will be provided to you at the time of the request process.

F. Discontinue Services: You have the right to discontinue services at any time. Referrals will be made available to you when appropriate and/or upon request.

G. Copy of this Notice. You have a right to obtain another copy of this Notice upon request.

III. PROVIDER DUTIES

A. Maintain Privacy: We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.

B. Change Policies: We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.

IV. ADDITIONAL INFORMATION

A. Privacy Laws. ACC is required by state and federal law to maintain the privacy of PHI. ACC is also required by law to provide clients with notice of its legal duties and privacy practices regarding PHI.

B. Terms of the Notice and Changes to the Notice. ACC is required to follow the terms of this Notice and reserves the right to change the terms of its Notice and make the new provisions effective for all PHI that it maintains. When the Notice is revised, it will be posted on ACC premises and will be available upon request.

C. Breach Notification. ACC is required to notify you following any illegal release of your PHI.

D. Complaints Regarding Privacy Rights. If you believe ACC has violated your privacy rights, you have the right to report this to the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to:
200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

It is the policy of ACC that there will be no retaliation if you file a complaint.

E. Questions or Complaints: If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact ACC. All complaints must be submitted in writing to: Arukah Christian Counseling 1639 West Main St. Albert Lea, MN 56007. You may also file a complaint with the Minnesota Board of Behavioral Health and Therapy 2829 University Ave SE Suite 210, Minneapolis, MN 55414. The phone number is (612) 548-2177 and Email: mft.board@state.mn.us.



It is the policy of ACC that there will be no retaliation if you file a complaint.

F. Effective Date. This notice is effective December 31, 2020.

V. CONFIDENTIALITY OF ALCOHOL AND DRUG USE CLIENT INFORMATION

Federal law and regulations protect the confidentiality of alcohol and drug use client records maintained by ACC unless: 1) The client consents in writing, OR 2) The disclosure is allowed by a court order, OR 3) The disclosure made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation, OR 4) The client commits or threatens to commit a crime either at ACC or against any person who works for ACC. Violation of the federal law and regulations by ACC is a crime. Suspected violations may be reported to the United States Attorney in the District of Minnesota.

Federal law and regulations do not protect any information about suspected child abuse or neglect being reported under Minnesota law to appropriate state or local authorities.

INFORMED CONSENT

**As a consumer of services from Arukah Christian Counseling,
clients should be aware of the following policies of practice.**

- A. You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. ACC cannot promise that your behavior or circumstance will change. ACC can promise to support you and do our very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.
- B. Technology and technological forms of communication: Clients should avoid communication with therapist using technology for professional and work related reasons, including but not limited to social media sites, email, and texting.
 - a. There will be no “friending” on social media sites via electronic requests as such relationships breach professional boundaries and guidelines outlined in The ACA Code of Ethics.
 - b. Email cannot always be kept confidential. Client should be aware when engaging in communication via email.
 - c. Client should avoid conversation via text messaging as such communication is not always secure. *Scheduling* inquiries can be made via text, should the client so choose as long as they are aware of the potential security breach
 - d. Therapist reserves the right to limit conversation via texting as the medium is not always secure. Therapist is available during office hours on working days, otherwise a response via text may not be made.
 - e. Therapist may utilize certain forms of technological resources; including but not limited to applications for smart phones/podcasts. Upon doing so, therapist will provide information on the recommended application and provide tutorial for use as well as establish goals of using supplemental material. ACC will not be responsible for any discourse that may come from participating in supplementary tools. Client can and has the right to refuse utilizing any suggested material.
- C. ACC practitioners utilize a “lending library” at times when therapist has material that can support the therapeutic process, a book may be lent to consumer at no cost to them. In the instance where a book is “given” the cost of the material is included in the per session rate. When a book is “lent” it will be done with the



understanding that the book will be returned upon completion of the use. Therapist should inform client of intended use of material, client can refuse supplemental materials at any time as they can support but should not replace the therapeutic relationship and or goals.

- D. ACC does not discriminate the provision of services to an individual because the individual is unable to pay; or based on the individual's race, color, sex, national origin, disability, religion, or sexual orientation.
- E. ACC provides outpatient services only; it does not provide 24-hour care and thus cannot insure any availability for immediate crisis intervention that may be required. ACC directs clients to call 911 or go to the nearest emergency room if in crisis and/or need immediate assistance.
- F. Telephone Contacts and Emergencies: Therapists are available between sessions to handle emergencies or urgent situations. You will be given the phone number of your therapist upon your intake session. Most often you will receive confidential voicemail messages, where you can leave a message. This voicemail is available 24 hours a day and therapist's retrieve messages regularly during business hours. If you need immediate assistance, please indicate that the message is urgent AND call the 24-hour Crisis Line at 1-877-399-3040, call 911 or go to the emergency room nearest you if you cannot wait. Telephone contact will be billed at a pro-rated fee in 15-minute intervals for calls lasting more than 5 minutes. This is based on the standard hourly fee.
- G. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the 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.
- H. Termination: 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 psychotherapists to treat you. You may also choose someone on your own or from another referral source.
- I. Should you fail 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.
- J. Client Bill of Rights: Consumers of therapists licensed by the State of Minnesota have the right:
 - 1. To expect that a therapist has met the minimal qualification of training and experience required by state law;
 - 2. To examine public records maintained by the Board of Behavioral Health and Therapy which contain the credentials of a therapist;
 - 3. To obtain a copy of the code of ethics from the State Register and public Documents Division, Department Administration, 117 University Avenue, Saint Paul, MN 55155;
 - 4. To report complaints to the Board of Behavioral Health and Therapy, 2829 University Avenue SE, Suite 210, Minneapolis, MN 55414;
 - 5. To be informed of the cost of professional services before receiving the services;
 - 6. To privacy as defined by rule and law;
 - 7. To be free from being the object of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services;
 - 8. To have access to their records as provided in Minnesota Statutes, section 144.335, subdivision 2; andTo be free from exploitation for the benefit of advantage of a therapist (whether emotional, financial, sexual, religious, political, or personal advantage or benefit of the therapist).