

Client Bill of Rights

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The Minnesota Board of Marriage and Family Therapy has created a “Client Bill of Rights” which details your basic rights as a client of this medical practice. The Board requires all clients are made aware of, and have access to, this document. As such, this document is available to you on the website of this medical practice and will be given to you upon receipt of intake paperwork prior to our first meeting.

You have the right to:

1. Expect that your therapist has met the minimal qualification of education, training, and experience required by state law;
2. To examine public records maintained by the Board of Marriage and Family Therapy that contain the credentials of a therapist;
3. To report complaints to the Board of Marriage and Family Therapy. You can use this link to do so:
<https://mn.gov/boards/marriage-and-family/consumer-info/complaints/#:~:text=The%20Board%20is%20required%20by,mail%20it%20to%20the%20Board.>
4. To be informed of the cost of professional services before receiving the services;
5. To privacy as defined and limited by rule and law;
6. To be free from being the object of unlawful discrimination while receiving services;
7. To have access to your records as provided by Minnesota Statutes, section 144.291 to 144.298, except as otherwise provided by law or written agreement.
8. To be free from exploitation for the benefit or advantage of a therapist.

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Policies/Procedures and Agreement for Therapy Services

Introduction

This document is intended to provide information regarding your therapeutic treatment, as well as our policies and procedures. Please read this document thoroughly. We will review it together during your first official therapy session verbally. Be sure to ask me if you have any questions regarding the content.

About your Therapist

Abby Swandal is a Licensed Marriage and Family Therapist in the state of Minnesota (MN License 3617).

Psychotherapy Process

Through a collaborative process between client and therapist, we work together in the therapy space to target goals and desires you have for your life. Psychotherapy is unique in that each person comes in with different goals and desires, and we come up with a plan that is tailored to your individual experiences. Due to the special circumstances each person has gone through, I believe there is no “one size fits all” when it comes to working toward your goals and desires.

This medical practice uses evidenced based practices to help you get on a path to achieve your goals. Using a combination of systems-based protocols, as well as somatic based interventions, I have found many clients are able to use the insights we work through in session to apply them to their life and achieve comfort and vitality.

There are risks and benefits to engaging in the therapeutic process. Therapy often includes discussing, and “working with” uncomfortable areas of your life. For this reason, it is not uncommon to have some experiences of discomfort. However, we will work together to manage the intensity of this discomfort. This requires all who are involved in the therapeutic process are direct and transparent with one another. Psychotherapy also has many proven benefits, some of which are improved relationships, reduction in feelings of distress, increased physical health and life satisfaction, and resolution around the conflicts that brought you into therapy in the first place.

What to Expect

The first session or two will be spent evaluating what brought you into therapy. This includes an evaluation of your needs, goals, objectives, family history, adverse experiences, hospitalizations, and medications. We will also fill out any releases of information we deem necessary, and work through documentation that may have been missed prior to our initial meeting.

Appointment details and fees

After that initial meeting, we will schedule subsequent 60-minute sessions. We will develop a cadence and rhythm of sessions scheduled that feels attainable and realistic for your specific goals, as well as balancing your other life obligations and resources. The fee for individual and couple therapy is \$200 per session. There are times when you may request, in advance, a longer therapy session. If the medical practice and you agree there is therapeutic benefit in this, there will be a prorated fee based on the already established 60-minute session fee.

Life happens, we all know that...after all, that's why you're here. There will be times you need to cancel your therapy session for different reasons. I require a 24-hour cancellation notice. I ask that you do your best to adhere to this, although I am aware there are times that is not possible. In the event you are unable to provide 24 hours, please still inform me of your cancellation. You will be charged a full fee for any “no call/no show” sessions. If you will be late for your appointment, I ask you to let me know. If I do

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not hear from you letting me know you will be late, I may be available for 15 minutes from the scheduled start time.

Billing and Insurance

To provide you with the most confidential and personal therapy experience, I do not submit billing to insurance companies. Your provider may pay for out of network services, and/or the option of utilizing your FSA or HSA benefits to cover services.

Payments for service are made on the day of each therapy session and can be made via cash, check, or credit card using venmo, or by logging into your secure portal in Simple Practice. In the event a payment via check does not clear, you are responsible for reimbursement to Abby Swandal Therapy Services P.L.L.C. in full for any bank related fees.

Out-of-Network Benefits

In some cases you may be eligible to use out-of-network insurance benefits. You will be responsible for paying for each session in full at time of appointment.

I work with Mentaya, a platform that helps clients get money back on out-of-network therapy sessions. If you have out-of-network benefits, Mentaya will file claims and handle the insurance paperwork to make sure you get reimbursed.

Mentaya's goal is to save you time and money. It's completely optional, and as your therapist I do not benefit in any way from your participation.

Good Faith Estimate

In 2022, the No Surprises Act was passed. Health care providers must give patients/clients/consumers who do not have insurance, or are not using insurance, an estimate of the bill for medical items and services. Before we begin therapy together, I will send you a Good Faith Estimate.

- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency health services. This includes mental health services.
- Your health care provider will give you a Good Faith Estimate in writing at least 1 business day before your medical service. You may ask your healthcare provider, and any other provider you choose, for a Good Faith Estimate before you schedule service. The Good Faith Estimate shall be a written document that is clear, and understandable.
- If you receive a bill that is at least \$400 more than your Good Faith Estimate, you may dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

Confidentiality

In general, the law protects the privacy of communication between a client and a mental health therapist. I only release or discuss matters pertaining to your work in therapy with your written authorization. This written authorization is revocable in writing at any time. There are certain instances that authorization is not required to release your health information.

- Therapist's duty to warn another in the case of potential suicide, homicide, or threat of imminent and serious harm to another individual.
- Therapist's duty to report suspicion of abuse or neglect of children or vulnerable adults.
- Therapist's duty to report prenatal exposure to substances such as cocaine, heroin, phencyclidine, methamphetamine, amphetamines and derivatives, and excesses and habitual use of alcohol.

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- Therapist's duty to report the misconduct of mental health or health care professionals.
- Therapist's duty to provide a spouse or parent of a deceased client access to their records.
- Therapist's duty to provide parents of minor children access to their child's records. Minor client's can request that particular information not be disclosed to parents. Such request should be discussed with therapist in advance.
- Therapist's duty to release records if subpoenaed by the courts.
- Therapist's obligations to contracts.

I participate regularly in professional consultations. During that time, I may consult with other colleagues who are legally bound to keep information confidential, about your case. If you do not object, I will not tell you about these consultations unless it is therapeutically important for our work together.

In couples or family therapy, disclosures around your treatment will only be discussed with proper written authorization from each member of the therapy process. In addition, I am not a "secret keeper" for couple and family therapy sessions. Therefore, any information obtained in individual sessions we have together during your course of couple or family therapy is not kept "secret" from other members of the unit. The goal in these sessions is to jointly collaborate to achieve collective goals.

If an emergency happens to my therapist causing my therapist to be unable to provide services, my protected health information may be shared with a colleague, Steve McManus, LMFT, for both clinical and administrative purposes. He is bound by the same rules of confidentiality as me. By signing this document, I am agreeing with the release of my health information to Mr. Steven McManus if the need arises.

Communication between therapists and clients who are minors are confidential. Parents and guardians who provide authorization for the minor's therapy are often involved in the process. I may discuss the treatment of the minor with the parent or guardian but make every effort to continue to hold and respect the privacy of the minor.

Concluding Therapy

You may choose to conclude therapy at any time, for any reason. However, because this is a collaborative process with challenging emotions present at various times throughout your therapeutic experience, it is recommended that we have a conversation around reasons you wish to close your therapeutic work. Sometimes, this is an integral part of the process and work.

I encourage you to discuss desires, or decision to, conclude therapy in session rather than by phone message or email. Generally, this final session is spent reviewing goals and progress, as well as strategies to maintain success.

Electronic Communications

Contacting Your Therapist

I do not take calls/texts/emails during sessions and may not be immediately available by telephone. Every effort will be made to return voicemails and messages within a 24-hour window during business hours. However, if you are unable to reach me and are having a mental health emergency, reach out to the nearest emergency room, or contact the crisis hotline in your respective area (see website for more details).

Social Media Communication

I do not communicate with or contact clients using social media. In addition, I do not interact or accept "friend requests" via social media sites. The intention behind this is to maintain the integrity of the

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professional boundaries in this therapeutic relationship. This protects you from having an overly casual or dual relationship with me in and out of the therapeutic space.

Email Communication

I use email with your permission, for administrative purposes only. This generally includes scheduling/cancelling/changing appointments and billing. Email is not available for use around clinical matters as it is not a secure way of communicating.

Text Communication

I use text messaging with your permission, for administrative purposes only as well. This is limited to scheduling/cancelling/changing appointments.