

Informed Consent for Tri-State Therapeutic Riding Center

Welcome to Tri-State Therapeutic Riding Center. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a participant in therapeutic riding, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. We have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

I. SERVICES

Therapeutic riding has both benefits and risks. Beyond the risks associated with the use of horses other risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of therapeutic riding often brings up the unpleasant aspects of your life. However, therapeutic riding has been shown to have benefits for individuals who undertake it. As well as the physical benefits of therapeutic riding, it has been shown to significantly reduce feelings of distress, increase satisfaction in interpersonal relationships, greater personal awareness and insight, increase skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Therapeutic riding requires a very active effort on your part.

Tri-State Therapeutic Riding Center is a PATH International Member Center and follows the PATH model. This means that you will be involved in hands-on experiences with the horses designed to improve your overall well-being. The process is about providing you the opportunity to experience, explore, problem-solve, discover, be creative, gain insight and experience practical applications of what you are learning in the moment. The process is about “doing” along with the “talking.”

Why horses? There are several reasons we choose to use horses in this work, but primarily it is due to their nature as a social and prey animal. As a result of this nature, they have an extraordinary ability to read our nonverbal communication – picking up on messages we are sending which we are not always conscious we are doing. With this, they start responding to us in familiar ways reminding us of other people and things in our life. It is through this they become metaphors (symbols) providing us the opportunity to work on ourselves in relation to those aspects of our lives.

Horses do not know our past, education, gender, race or other labels we may apply to ourselves and each other. They are in the moment and can be a part of this relationship without the biases we humans put on each other. This provides even more value in the insight they can provide us about ourselves.

There are some risks in being around horses due to their size and nature of being an animal. This is covered in the Liability Release Form we have provided for your review and signature and which we have covered verbally with you. It is important you understand the risks and benefits and ask any questions you may have about that in making your decision to be involved in these services.

The first session will involve assessing your needs and working with you to create a treatment or goal plan to outline your therapy goals and objectives and address any questions regarding diagnosis, goals and estimated length of treatment. We will periodically review this plan with you to communicate progress or changes in the therapy goals.

If you have questions about our procedures, please discuss them with us whenever they arise.

II. APPOINTMENTS

Lessons will ordinarily be about an hour in duration, once per week at a time we agree on, although some lessons may be more or less frequent as needed. If you need to cancel or reschedule a lesson, we ask that you provide us with 24 hours notice. If you miss a lesson without canceling, or cancel with less than 24 hours notice, our policy is to collect the full lesson fee (unless we both agree that you were unable to attend due to circumstances beyond your control). If it is possible, we will try to find another time to reschedule the lesson. In addition, you are responsible for coming to your lesson on time; if you are late, your lesson will still need to end on time.

III. PAYMENT

You are responsible for paying at the time of your lesson unless prior arrangements have been made. Any checks returned to our office are subject to an additional fee of up to \$25.00 to cover the bank fee that we incur. If you have financial needs, please request a scholarship application form, which will be reviewed on a periodic basis.

IV. PROFESSIONAL RECORDS

We are required to keep appropriate records of the therapy services we provide. Your records are maintained in a secure location per professional standards. We keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records we receive from other providers, copies of records we send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file.

V. CONFIDENTIALITY

All lessons and their content, as well as your records, will be kept strictly confidential.

There are legal limits to this confidentiality where we may disclose mental health records without consent or authorization which include: 1) If we feel you are in danger to yourself or others, 2) If we suspect a child or elderly or incapacitated person is abused or neglected, 3) Disclosure is required by the court.

VI. CONTACTING US/USE OF TEXTING/EMAIL/FAX & SOCIAL MEDIA

We are often not immediately available by telephone. We do not answer our phone when in session with clients or otherwise unavailable. At these times, you may leave a message on our voicemail and your call will be returned as soon as possible. If, for any number of unseen reasons, you do not hear from us or we are unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, please go to your local hospital emergency room or call 911 and ask to speak to the mental health worker on call. Texting and emailing is acceptable but please refer to the following guidelines.

In the event of an emergency, please contact crisis services as we are not equipped to assist with emergencies.

It is very important to know that computer and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Additionally, our e-mails and data on our computer are not encrypted. It is always a possibility that faxes can be sent erroneously to the wrong address and computers, including laptops, may be stolen. Our computer is equipped with a firewall, a virus protection and a password, and we back up all confidential information from our computer on a regular basis. Please notify us if you decide to avoid or limit, in any way, the use of e-mail, text, cell phones or e-faxes. If you communicate confidential or private information via e-mail, text, fax, etc, we will

assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and we will honor your desire to communicate on such matters via these methods. Please do not use e-mail, text, or faxes for emergencies. Due to computer or network problems, e-mails or e-faxes may not be deliverable, and we may not check e-mails, texts or faxes daily or weekly, when we are in transit/travelling.

Our instructors reserve the right to set what they deem to be appropriate boundaries regarding contact outside of the facility, including on social media.

VII. OTHER RIGHTS

Right to Request Confidential Communication: You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.

Right to a Copy of this Notice: You have a right to a copy of this notice.

VIII. CONSENT TO THERAPY SERVICES

HIPAA Notice of Receipt of Privacy Practices Please initial each of the following:

____ I acknowledge that I have been informed about the Notice of Privacy Practices for Tri-State Therapeutic Riding Center.

____ I understand that the Notice of Privacy Practices discusses how my Protected Health Information (PHI) may be used and/or disclosed, my rights with respect to Protected Health Information, and how and where I may file a privacy related complaint.

____ I have been supplied with a copy of this Notice from Tri-State Therapeutic Riding Center, and I may request additional copies of this Notice by request.

Your signature below indicates that you have read and understand this Agreement and the Notice of Privacy Practices and agree to their terms.

Rider Signature

Parent Signature

Date