



Informed Consent for Therapy Services

SERVICE AGREEMENT

Welcome to EquineWorks, Inc. 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 client in psychotherapy, 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

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part.

EquineWorks offers a treatment modality called **Equine Assisted Psychotherapy** which is an experiential form of psychotherapy where horses are involved in the sessions. “Experiential” means that you will be involved in hands-on experiences with the horses designed to reflect things going on in your life. The process is not always about interacting with the treatment team, although that will happen at times, but 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.

EquineWorks follows the **EAGALA Model of Equine Assisted Psychotherapy**. This means:

1. Sessions are conducted by a facilitating team (treatment team) of a Licensed Mental Health Professional (MH) and a qualified Equine Specialist (ES) in all your sessions. These professionals are EAGALA Certified which means completion of specialized training in this model, requirements of ongoing continuing education and adherence to high standards of professionalism and practice. While both members of the team are involved in your therapy process, the role of the ES is to oversee physical safety needs and provide observations on the behaviors of the horses. The MH is there to oversee the psychotherapy process and help you make the parallels of the horse observations to your therapy goals and life. Please see our brochure to read more about our biographies.
2. All sessions are on the ground – there is no riding of horses involved in the treatment process. This is psychotherapy and even though you may learn a thing or two about horses, it is not the intent or focus to learn about horses or how to ride them. We are here to address your therapy goals and we commit to utilizing the methods we have found to best support that focus.
3. The process is solution-focused – meaning we believe you have the best solutions for yourself when provided the opportunity to discover them. We are here to provide the space and guidance through exploring what is happening in the process. You are an individual, and every life situation you are involved in will have its own unique solutions which fit best for you – we are here along with the horses to help you find them.

4. EAGALA is an international, nonprofit professional association for Equine Assisted Psychotherapy and has standards and a code of ethics which we follow and have accountability to as EAGALA Certified professionals. You may review a copy of the Code of Ethics as well as go to www.eagala.org for more information.

You can read more about why horses and EAGALA Model Equine Assisted Psychotherapy at www.eagala.org and feel free to ask questions at any time.

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

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. If you need to cancel or reschedule a session, we ask that you provide us with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hours notice, our policy is to collect the full session 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 appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

III. PROFESSIONAL FEES

You are responsible for paying at the time of your session (start of session) unless prior arrangements have been made. Payment must be made by check or cash; we are not able to process credit card charges as payment. 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 refuse to pay your debt, we reserve the right to use an attorney or collection agency to secure payment. We have the right to terminate care for non-payment.

In addition to appointments, it is our practice to charge this amount on a prorated basis (we will break down the hourly cost) for other professional services that you may require such as telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of us. If you anticipate becoming involved in a court case, we recommend that you discuss this with us fully before you waive your right to confidentiality.

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. You are responsible for knowing your coverage. If you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees – you are responsible for this. We are network providers for limited insurance panels. We will supply you with a receipt of payment for psychotherapy services that you can submit to your insurance for reimbursement if you have an out-of-network benefit available to you. Please note that they may not reimburse all the fees per your coverage agreements and not all insurance companies reimburse for out-of-network providers so make sure you check with your insurance company.

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. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, we recommend that you initially review them with us, or have them forwarded to another mental health professional to discuss the contents. If we refuse your request for access to your records, you have a right to have our decision reviewed by another mental health professional, which we will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

V. CONFIDENTIALITY

All sessions and their content, as well as your records, will be kept strictly confidential. To the extent possible, you will be informed before confidential information is disclosed, and in that event only the essential information required by law or to collect payment will be revealed.

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.

Information about your privacy rights are described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

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 confidential voice mail 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:

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.

At times we might conduct a web search on a client before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss it with us.

VII. OTHER RIGHTS

- **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. You 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.
- **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.

COMPLAINTS

If you believe we have violated your privacy rights, you have a right to file a complaint in writing with our Privacy Officer with the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. **We will not retaliate against you for filing a complaint.**

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 EquineWorks, Inc
- ____ 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 EquineWorks, Inc 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.

Signature of Patient or Personal Representative

Printed Name of Patient or Personal Representative

Date _____

Description of Personal Representative's Authority: _____