



## Equine-Facilitated Therapy

Kris Miner, MS

### Informed Consent

In order to provide you with the best possible care, the following policies have been outlined for you. Read them carefully, and feel free to make a copy for yourself. please sign below indicating your acknowledgement of the information and acceptance of the terms for treatment.

#### Equine-Facilitated Psychotherapy

Equine Assisted Psychotherapy includes a combination of experiences and activities with horses as well as talking about what those experiences mean to you. Horses are sentient beings, and are interested in relationships, provide feedback, and present opportunities to learn about yourself. The majority of these activities are restricted to “on the ground” and sometimes includes haltering, leading the horse and/or riding. This therapy takes place in an outdoor setting at a barn. It is important to wear shoes that will protect your feet and appropriate clothing. As there is no formal waiting room, please remain in your car or away from the entrance to the barn in order to provide privacy to other clients. There is additional paperwork specific to this process that you will need to include:

HORSEPOWER New Client Packet Pages 4 & 5 **ONLY**. Client Registration (page 4) & Transportation Contact & Acknowledgement (page 5). This form is available on at [www.horsepowersf.org](http://www.horsepowersf.org).

**Scheduling:** Services are provided by appointment only. You can schedule an appointment by contacting Kris (605-831-0119 or [kris@genredroad.org](mailto:kris@genredroad.org)). Please allow 24 hours for messages to be returned. ***In case of an emergency, and you can not reach Kris, contact a mental health provider, call 911, or go to the emergency room.***

**Cost of Service:** Services provided by Kris Miner will be billed at \$70.00 per session, or as arranged before our first meeting. Initial sessions are 90 minutes, and 75 minutes after.

#### CONFIDENTIALITY

Any information you provide, or records we maintain, are kept strictly confidential and comply with HIPAA regulations (see Notice of Privacy Practices, including extenuating circumstances). Exclusions that specifically apply to the equine program:

- Not all areas of the facility are enclosed, and participants may be viewed from the road or surrounding environments.
- Other staff or volunteers from the facility and/or program may have need to come to the facility during our appointment times; although every effort is made to prevent this from happening, there is no way to guarantee absolute privacy, especially in case of emergency.
- As a counselor under supervision, Kris is required to staff cases with her supervisor, as required to earn her professional counseling licensure.

**Limits of Confidentiality:** It is important that you understand the laws of the State of South Dakota and all exceptions to confidentiality. In certain situations, mental health professionals are required by law to reveal information obtained during therapy to other persons or agencies without your permission. This includes the following:

- Confidentiality does not apply to cases of suspected abuse/neglect of children or the elderly.
- Confidentiality does not apply to cases of potential harm to self or others.
- Confidentiality may not apply to cases involving the minor child. In such cases, the counselor may advise a parent, or guardian of a minor, with or without the minor's consent, of the treatment needed by or given to the minor.

### **SAFETY**

Safety for all Healing with Horses & Horsepower clients, guests, staff, horses and anyone else is of primary concern and we are committed to operating in a manner consistent with that concern. Consequently, Healing with Horses/Horsepower facility and horses meet the industry standards and Kris Miner is a graduate of the HERD Institute Equine-facilitated Learning Certification program and is currently enrolled in the Equine-facilitated Psychotherapy Certification program. Kris is earning her Professional Counselor License and is currently under supervision with Joy Anderson. Nonetheless, there are limits inherent in any animal-assisted program. South Dakota statute reads: Warning: Under South Dakota law and equine activity sponsor, or an equine professional is not liable for an injury to or death to participant in equine activities resulting from the inherent risk of equine activities pursuant to SD Codified Law 42-11-2.

Conditions of Nature: Neither Kris Miner, Healing with Horses or Horsepower are responsible for partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or react in some unsafe way. Some examples are lightning, thunder, weather, wild or domestic animals, etc.

### **LIABILITY RELEASE AGREEMENT AND CONSENT TO TREATMENT**

I, \_\_\_\_\_ desire to participate in equine-assisted psychotherapy. I acknowledge the risks and potential risks of equine-assisted activities. However, I believe that the potential benefits to myself/my child are greater than the risk assumed. I hereby, intending to be legally bound for myself, my heirs and assigns, executors and administrators, waive and release forever any claims for damages against Kris Miner, Healing with Horses and Horsepower, staff, instructors, Board of Directors, for any and all injuries, losses that I or my child may sustain while participating in equine assisted activities or therapies with Kris Miner and her staff.

**Patient/Participant Signature**

**Parent Signature**

*Kris has a Masters Degree in Counseling from South Dakota State University and she graduated in 1994. Over her professional career she worked as an in-home family therapist, social worker, human services supervisor and a Restorative Justice director, practitioner and consultant. Kris has been a National Board Certified Counselor since 1995, maintaining CEU's and membership. Kris is a 2019 Graduate of the HERD Institute Equine-Facilitated Learning program. She is currently pursuing certification as an Equine-facilitated Psychotherapist, also with the HERD Institute. She is currently completing the requirements for her South Dakota Professional Counseling License.*

## **NOTICE OF HEALTH INFORMATION PRACTICES (HIPAA)**

This notice describes how information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

At Healing with Horses, we are committed to treating and using protected health information about you responsibly. This Notice of Health Information Practices describes the personal information we collect, and how and when we use or disclose that information. It also describes your rights as they relate to your protected health information. This notice applies to all protected health information as defined by federal regulations and was updated January 2017.

### **UNDERSTANDING YOUR CASE RECORD/INFORMATION**

Each time Healing with Horses provides a service, new information is entered or additions to existing information are made to your health record.

This information serves as a:

- Basis for planning your care and treatment.
- Legal document describing the care you received.
- Means by which you or a third-party payer can verify that services billed were actually provided.
- A tool with which we can assess and continually work to improve the care we render and the outcomes achieved.

Understanding what is in your record and how your health information is used helps you to ensure its accuracy, better understand who, what, when, where and why others may access your health information, and make more informed decisions when authorizing disclosures to others.

### **YOUR INFORMATION RIGHTS**

Although your case record is the physical property of Healing with Horses, the information belongs to you. You may:

- Obtain a paper copy of this notice of information practices upon request.
- Inspect and copy your health record as provided for in 45 CFR 164.524.
- Amend your case record as provided in 45 CFR 164.528.
- Obtain accounting of disclosures of your case record as provided in 45 CFR 164.528.
- Request communication of your health information by alternative means or at alternative locations.
- Request a restriction on certain uses and disclosures of your information.
- Revoke your authorization to use or disclose health information except to the extent that action has already been taken.

## HEALING WITH HORSES RESPONSIBILITIES

- Maintain privacy of your case record.
- Provide you with this notice as to our legal duties and privacy practices with respect to your health information.
- Abide by the terms of this notice.
- Notify you if we are unable to agree to a requested restriction.
- Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain. We will provide you with any revised notice and you may request a copy at any time.

We will not use or disclose your health information without your authorization, except as described in this notice.

## FOR MORE INFORMATION OR TO REPORT A PROBLEM

For more information, access <http://www.hhs.gov>. If you believe your rights have been violated, you can file a complaint with the Office for Civil Rights, US Department of Health and Human Services, 200 Independence Ave., SW, Room 509F, HHH Building Washington, DC 20201.

## CLIENT CONSENT

I understand that as a condition of receiving services from *Healing with Horses* that my personal health information may be used or disclosed in order for me to receive appropriate services, to obtain payment for the services provided, and as necessary for operations. These uses and disclosures are more fully explained in the above Notice of Privacy Practices.

I also understand that I have the right to request *Healing with Horses* to restrict how my health information is used or disclosed. Though *Healing with Horses* is not required to agree to my request for a restriction, if it does agree, it is bound to abide by the restriction as agreed to.

I understand that I have the right to revoke my consent in writing at any time. My withdrawal will be effective except to the extent that *Healing with Horses* has already utilized my health information. Should I revoke my consent, future treatment may be withdrawn.

**SIGNATURE** (Client, Parent/Guardian) \_\_\_\_\_

Relationship to Client \_\_\_\_\_

**Date** \_\_\_\_\_

## CLIENT RIGHTS and RESPONSIBILITIES

As a consumer of *Healing with Horses*, your rights include, but are not limited to:

- The right to confidentiality and privacy of medical records and information provided in treatment.
- The right to be treated with dignity and respect.
- The right to receive treatment that is sensitive to you as an individual in a non-discriminatory manner.
- The right to actively participate in your treatment plans as well as any modification of that plan to ensure your understanding and agreement with this plan.
- The right to know the reasons why a particular treatment is considered appropriate.
- The right to receive an explanation of diagnosis.
- The right to be fully informed of fees for therapeutic services.
- The right to seek alternative providers of care.
- The right to review your case records unless conditions arise as specified by South Dakota Codified Law.
- The right to assert grievances if you feel your rights have been violated.
- The right to access advocacy services at any time.

To maximize beneficial consumer outcome, clients should be aware of their responsibilities, such as:

- Following recommended and agreed upon plan-of-care (Treatment Plan) If you are an adjunct client, have your *Healing with Horses* session, support your existing treatment plan.
- Financial obligations for mental health services
- Punctuality of appointments and timely notification of cancellation(s)
- Consideration of the rights of the clinician and other clients
- Providing accurate medical and personal information

If you have questions or concerns about the counseling process, please discuss them with Kris Miner.

I have read, and I do understand the information provided above:

Print Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Responsible Party Signature: \_\_\_\_\_ Relationship: \_\_\_\_\_