















by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Client's physical body or personal property - resulting during Client's presence on Reigning Grace Ranch's premises and any activity involving Reigning Grace Ranch's services or The Horse's Way's services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Reigning Grace Ranch or any of the other parties listed above. Client assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Reigning Grace Ranch and all of the other parties listed above harmless for any liability thereof as set forth herein.

Client agrees on behalf of Client and any guests Client may bring to the property that Client and guests will remain in authorized areas, which are limited to the main barn and arena. Client agrees to avoid any work areas, including but not limited to equipment storage areas, livestock pens for animals not part of Client's program, cropland, or any other areas designated by Reigning Grace Ranch, The Horse's Way, or any agents or contractors of either, whether designated in writing or verbally. Client hereby releases, waives, and forever discharges (i.e. Client waives the right to sue and possibly receive monetary damages for) Reigning Grace Ranch, The Horse's Way, Amanda & Christopher Moore, and any and all agents, employees, or independent contractors of Reigning Grace Ranch or The Horse's Way, of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Client's physical body or personal property - resulting during Client's presence on Reigning Grace Ranch's premises and any activity involving Reigning Grace Ranch's services or The Horse's Way's services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Reigning Grace Ranch or any of the other parties listed above. Client assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Reigning Grace Ranch and all of the other parties listed above harmless for any liability thereof as set forth herein.

Client further agrees that if a claim or lawsuit is made against Reigning Grace Ranch; The Horse's Way; any owners, instructors/contractors, volunteers, agents, and/or employees of either Reigning Grace Ranch or The Horse's Way for any injury or damage brought by, or allegedly attributable to, Client arising from Client's presence on Reigning Grace Ranch's premises or any activity involving Reigning Grace Ranch's or The Horse's Way services, or arising out of either direct or indirect negligence of the Client; Client hereby agrees to indemnify and hold harmless Reigning Grace Ranch. Client further agrees to pay all attorney's fees and costs reasonably incurred by Reigning Grace Ranch or any of the other parties previously listed to defend that claim or lawsuit and will reimburse Reigning Grace Ranch or any of the other parties previously listed for any judgment, expense, or other damage incurred. This release is given on behalf of Client, Client's spouse, Client's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Client's, on behalf of them, their legal representatives, administrators, executors, heirs and assigns. This release is an ongoing release and remains in effect until Client has revoked it in writing.

#### **REQUIREMENTS FOR TREATMENT**

Reigning Grace Ranch and The Horse's Way recognize that being around horses inherently carries risk. To minimize that risk, safety is first and foremost. The use of helmets is encouraged while under treatment from The Horse's Way and any independent contractors, and is mandatory for all Clients while riding horses owned or leased by Reigning Grace Ranch, The Horse's Way, or any independent contractors.

Client hereby **agrees to wear long pants when riding horses; wear shoes with a hard sole, closed toe, and heel; and to remove any dangling jewelry or any other loose items** that may put the Client at risk. Client further agrees to disclose any and all pre-existing health conditions. Client also agrees that HIPAA guidelines will be adhered to in order to protect confidentiality to the best of our ability in a public boarding facility.









THE HORSE'S WAY

Your Path to Personal Growth & Healthy Relationships

## COUNSELING AGREEMENT

This agreement is designed to help build a positive working relationship between you and your therapist. It also informs you of your rights and responsibilities in the therapy relationship. If you have any questions or concerns, please feel free to discuss them with your therapist.

### 1. Therapeutic Relationship

*The relationship between you and your therapist is very important and is different from other relationships in your life. You are able to talk freely and openly about yourself, more than you might do in social relationships. Your therapist's responsibility is to listen, select, sort, make observations, and reflect back to you behaviors, thoughts, feelings, and values or beliefs that will enable you to understand and see yourself more clearly. The goal of this process is to gain more insight and understanding and increase adaptive thoughts, feelings, and behaviors that increase your wellbeing. This does not predict, nor guarantee, a successful outcome in therapy. While your therapist may suggest changes, only you can choose if those changes are valuable and pertinent, and only you are able to make those changes.*

*You and your therapist will work together to establish treatment goals for therapy that are meaningful to you. As you work towards your goals, some people can experience therapy as an intense or, at times, painful experience. This anxiety begins to reduce as the relationship between you and your therapist develops, trust builds and understanding is gained. This is not unusual in the healing process. Fortunately, most people find therapy to be a very rewarding and positive experience with life changing outcomes.*

### 2. Appointments

*Appointments are typically 55 minutes in length. You and your therapist will work together to personalize a schedule to fit your needs.*

### 3. Cancellation Policy

*If you need to cancel an appointment for any reason, it is necessary to notify your therapist via phone or email at least 24 hours in advance. You will be charged a full fee for appointments not canceled within 24 hours of scheduled session.*

### 4. Confidentiality

*Client information is kept strictly confidential and the release of information about you to anyone can only be done with your written consent. Because therapists are all mandated reporters, state law, however, places certain limitations on the right of confidentiality (see also Notice of Privacy Rights):*

- Threats of suicide
- Threats of harming another person
- Any incidence or knowledge of suspected neglect, physical, or sexual abuse of children and/or vulnerable adults

*During professional consultation, the therapist may discuss facts in a case, but the identity of the client will remain confidential.*

*When meeting as couples and/or families, it may be helpful to meet with your therapist individually. If individual sessions are scheduled, no confidences will be held by the therapist. Your therapist reserves the right to use his/her best judgment to share pertinent information, or will ask the individual to share the information, in the best interest of the marriage or family.*

*For couples and families, in order for information to be shared between a therapist at The Horse's Way and another individual, we require a signed release of information from both or all parties.*

*When children are being seen by a therapist, the custodial parent(s) will be informed of their child's progress for children under 18 years of age. Confidentiality can not be guaranteed by The Horse's Way if client chooses to correspond using unsecure internet email.*

### 5. Fees

*Payment of fees is expected at the time of each session. You may use cash, check, credit card or money order. Insurance coverages differ, so please check with your insurance company to determine the requirements for mental health coverage. A receipt will be provided which can be submitted by the client. Your fee per 55-minute session will be billed to health insurance at the rate of \$200 for Intake and followup sessions at the rate of \$150. Overdue payments will be assessed a \$5.00 fee for each month the payment is overdue. Additional fees will be charged for psychological testing and there is a charge for written reports of files based on an hourly fee structure. We will give you a 30-day notice if fees change. In court cases, we encourage information to be passed on to lawyers and the court through written reports at our hourly fee rate. If we are asked to do a deposition or appear in court, our fees are \$350 per hour plus a mileage fee of \$.75 per mile.*

## **6. Hours & Emergencies**

After normal business hours, you will receive our voicemail system where you can leave messages. This voicemail system is available 24 hours a day and messages are retrieved regularly throughout the weekdays. If you need immediate assistance, please call:

- 911, or go to the nearest hospital emergency room
- Arizona Dept. of Health Services Suicide/Crisis Hot lines 602-222-9444

## **7. The Horse's Way, LLC**

The Horse's Way is a limited liability corporation. Therapists working under the name are contracted therapists who are covered individually with their own private liability insurance. If you have questions about The Horse's Way, please contact Amanda Moore, President at 480-466-2154 or amandam@azRGR.org or contact your therapist directly with questions or concerns.

## **8. Complaints**

You are urged to discuss with your therapist any questions, concerns, or problems you may have about the therapy you receive. Often times, part of the therapeutic relationship involves working through misunderstandings or misconceptions. You also have the right to file a complaint with: Amanda Moore 28150 N Alma School Pkwy, Ste 103-481, Scottsdale AZ 85262.

## **9. Therapy Session**

An important aspect of therapy is the relationship that develops between you and your therapist. As with any new relationship, it takes some time to trust and feel safe. If the relationship does not develop after a reasonable amount of time (three to four sessions), you may want to talk with your therapist about it and a referral can be made. Your therapist will be happy to help with this.

The therapeutic relationship is unique in that you will be focusing on aspects of yourself that may not ordinarily receive attention. The therapeutic approach used by the therapist comes from a variety of psychological theories. As each client is different, each session varies depending on the needs of the client and the goals set by the client and therapist.

The therapist will work with the client towards healthy development, meaningful and satisfying relationships, and address conflict between mind, body, and spirit. The intention is to address relationship issues, behavioral problems, family-of-origin concerns, destructive thought patterns, trauma and/or spiritual issues. Core values and beliefs are identified and based on the issues of concern your therapist will help with insight and observations where needed. Your therapist will strive towards a safe environment in which clients can talk freely and openly about their concerns.

Therapy is a process. Initially you may feel uncomfortable, even anxious, talking about sensitive issues. Again, this anxiety begins to reduce as the relationship between you and your therapist develops and trust builds. As you learn new ways to interact with yourself and others, these new ways to interact may feel uncomfortable. Sometimes things seem to get worse before they get better. This is expected and typical of everyone making life adjustments.

One of the most growth-producing times for the client can be when he/she expresses anger with the therapist. This expression of "owning" one's feelings and having the therapist respect them often results in a very affirming experience for the client. Your therapist is open to hearing about your concerns and feelings.

It is critical to stay with the therapy even during these uncomfortable times. Once you get through this phase, and as we discuss the emotions around these issues, you should begin to feel more comfortable. During this stage, you will continue to apply the new skills and you will feel more courageous in meeting problems directly. As you near the end of therapy, you and your therapist will discuss discontinuing the therapy, with the understanding that you can choose to return any time if you feel the need.

## **10. Therapy Techniques**

Each therapist at The Horse's Way uses a combination of psychotherapy techniques. If you have questions, please ask your therapist directly and he/she can explain things more thoroughly.



≡H0rSe'S Way

Your Path to Personal Growth & Healthy Relationships

## PRIVACY POLICY

The privacy of your medical information is important to us, with the understanding that this information is personal. Therefore, we are committed to protecting it. To comply with certain legal requirements, Stable Living, LLC creates a record of the care and services each individual receives to better provide you with quality care. This notice details the ways we may use and share medical information about you. Furthermore, we describe your rights and certain duties we have regarding the use and disclosure of medical information. This notice is effective January 1, 2017.

1. *Uses of Information Obtained From You:* The information we obtain from you is used to establish diagnosis, determine your treatment plans and goals, provide the services you request, and establish your ability to pay for these services.
2. *Our Legal Responsibility:* The law requires us to keep your medical information private, give you this notice describing our legal duties, privacy practices, and your rights regarding your medical information, and to follow the terms of the notice that is now in effect.
3. *Patient Rights:* Effective April 14, 2003, the 45 CFR Health Insurance Portability and Accountability Act (HIPAA) went into effect with rules on not only disclosure but also on the use of patient information. Under this Act clients, must be given a Notice of Privacy Practices upon the arrival of their first service. The following list of rights now apply to any patient of a health care provider:
  - a) *Right to Request Medical Records:* The patient has a right to access their medical records.
  - b) *Right to Request Additional Restrictions:* You may request restrictions on our use and disclosure of protected health information for treatment, payment, and health care operations. While we will consider all requests for additional restrictions carefully, we are not required to agree to a requested restriction. If you wish to request a restriction, please make a request in writing and submit it to your therapist. We will send you a written response.
  - c) *Right to Receive Confidential Communications:* You may request, and we will accommodate, any reasonable (written) request for you to receive protected health information by alternative means of communication or at alternative locations.
  - d) *Right to Inspect and Copy Your Health Information:* If you desire access to your records, please make a written request to your therapist. If you request copies, there will be a \$2.00 charge per page. Please note, under limited circumstances we may deny you access to a portion of your records.
  - e) *Right to Amend Your Records:* You have the right to request that we amend protected health information maintained in your clinical file or billing records. If you desire to amend your records, please request in writing the amendment and submit it to your therapist. Under certain circumstances, we have the right to request to amend your records and notify you of this denial as provided by the HIPAA regulations. If your requested amendment to your records is accepted, a copy of your amendment will become a permanent part of the medical record. By "amend," your therapist is permitted to append information to the original record, as opposed to physically remove or change the original record.
  - f) *Right to Receive an Accounting of Disclosures:* Upon request, you may obtain an accounting of disclosures of your protected health information other than those for which you gave written authorization or those related to your treatment, payment for services, or health care operations. The accounting will apply only to covered disclosures prior to the date of your request provided such period does not exceed six years and does not apply to disclosures that occurred prior to April 14, 2003. If you request an accounting more than once during a twelve (12) month period, a charge may apply. You will be informed of the cost prior to the request being filled.
  - g) *Right to Receive a Paper Copy of this Notice:* Upon request, you may obtain a paper copy of this privacy notice.
4. *Use and Disclosure of Your Medical Information With Written Consent:* We are permitted to use and disclose information about you for treatment and/or services to doctors, nurses, psychiatrists, psychologists, other mental health professionals. Also included are other people in charge of your care or health care professionals assisting in your treatment. We may also use and disclose your medical information for payment purposes to insurance companies for disability payments, etc. Furthermore, we may also use information for healthcare operations that may include information disclosed to business associates such as billing software providers or transcriptionists.
5. *Use and Disclosures Without Neither Consent Nor Authorization:* According to state and federal requirements, we are mandated to report information we maintain about you to other agencies or individuals without your written consent under the following circumstances:
  - a) If we have reason to believe there has been:
    - abuse of a child or vulnerable adult.
    - victimization due to violence.
    - victimization due to other crimes.
    - potential or intention to seriously harm another person, we may have a legal obligation to warn the intended victim and/or the police.
    - the possibility a pregnant woman has used a controlled substance (e.g., cocaine, heroin) for a non-medical purpose during the pregnancy.
  - b) If it is court-ordered.
  - c) If a non-custodial parent requests information, they may receive information about our services for their child, but not about services to the other parent.
  - d) If there is an emergency, we may communicate your condition to a family member or other appropriate persons.
  - e) If your account is delinquent, we may attempt to obtain reimbursement through small claims court or to collection agency. We may also report delinquent accounts to credit bureaus.
  - f) Examination of records for an audit or accreditation.
  - g) To meet federal, state, and local statistical requirements.
  - h) If a new statute, federal law, or State Commissioner of Administration authorizes a new use of the information after you had been given this notice.
6. *Regarding Minors:* Minnesota State Law authorizes that a minor has the right to request the private data about them be kept from their parents. This request will be honored if we believe it will protect the child from physical or psychological harm.
7. *Providing Information About You:* You are not required to provide information about yourself; however, without some information we may not be able to provide the most appropriate services. If you are here because of a court order, and you refuse to provide information, that refusal may be communicated to the court.
8. *Right to Change Terms of this Notice:* We may change the terms of this notice at any time. If we change this notice, we may make the new notice terms effective for all protected health information that we maintain, including any information created or received prior to issuing the new notice. If we change this notice, we will post it in public access areas, or give you a copy of the updated notice.
9. *Complaints:* If you desire further information about your privacy and confidentiality rights, or are concerned that we have violated these rights, or disagree with a decision that we made about access to your protected health information, you may contact your therapist or Kippie Palesch, LPCC, Stable Living LLC, President at 952.240.1621. You may also file a written letter of complaint with the Secretary of the Department of Health and Human Services. We will not retaliate against you if you file a complaint.