



Simmelman Energy Center *Informed Consent Form*

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Note: This page is left blank for you to use for any notes or questions you may want to discuss with me when we meet. I know this form seems lengthy, but it is my philosophy to provide as much educational information about the process as possible to create clear concise boundaries, expectations and understanding. I look forward to working with you to help increase your energy, optimize your vitality, enhance inner peace and awaken your doctor within YOU!!!

SEMMELMAN ENERGY CENTER

I. Energy Medicine Services and Disclosure Statement

Welcome! This document contains important information about my professional services and business policies. It is lengthy because it covers a wide range of possible situations, many of which will not apply to you. It provides a framework for understanding the services you are considering. Please read it carefully and note any questions you might have. We will discuss them when we meet. If you decide to use my services and sign this document, it will represent an agreement between us.

II. What is Energy Medicine?

I am a certified practitioner of Eden Energy Medicine. Energy Medicine is an approach that involves balancing and restoring your body's natural energies for the purposes of increasing your vitality, strengthening your mental capacities, and optimizing your health. The form I use draws from Donna Eden and her book, *Energy Medicine*.

A. Roots. The techniques you will be experiencing and learning trace back to ancient healing and spiritual traditions such as yoga, tai chi, and acupuncture. The form I use and teach is thoroughly modern and does not require adherence to any particular set of beliefs or practices. The core concept is that your personal well-being and effectiveness are directly related to the state of your body's energies.

B. Your Body's Energies. Einstein's famous formula, $E=mc^2$, changed the course of physics and history by showing that matter is a form of energy. Our bodies are comprised of molecules that are in constant motion and that are continually being influenced by outside forces. The medical profession utilizes electromagnetic fields with devices such as EKGs, EEGs, and MRIs. The vital role these energies play in our everyday health and well-being is well established. Scientists from a range of disciplines are now introducing concepts such as "force fields" and "subtle energies" to explain a range of empirical observations. Subtle energies are called "subtle" because they are not easily detectable and scientists have not been able to develop instruments to reliably measure them. Nonetheless, people throughout history and across cultures have described seeing or feeling subtle energies.

C. Enhancing Your Body's Energies. You may have heard about subtle energy through terms such as the "life force," "chi," "meridians," "chakras," "biofields," or "auras." In many healing traditions, the "life force," the animating power whose presence defines life and whose absence defines death, is understood as a form of subtle energy. Eastern cultures in particular have studied such energies for millennia and have successfully applied their understanding for enhancing both physical and emotional health. Systems designed to influence the body's subtle energies include yoga, Reiki, acupuncture, acupressure, tai chi, therapeutic touch, and energy medicine, to name just a few. Many hospitals in the United States now include such methods to help with the healing of a variety of conditions.

D. Energy Medicine Techniques. The techniques I will be using and teaching you are based on the premise that by promoting balance and flow in the body's electromagnetic and subtle energies, health and well-being are enhanced. The techniques may involve the use of certain postures or movements or touching, holding, pressing upon, tracing, or circling over specified areas of the skin. They move, balance, enhance, and restore the body's energies. I may also employ a procedure called "energy testing" where I apply light pressure to your outstretched

arm, sometimes while you or I touch another area of your body. This is a way of assessing how your energies are flowing through specific areas of your body and may help us identify the techniques that will be most beneficial for you. The methods we will be using lend themselves to highly individualized applications in the office as well as to back-home self-care.

III. What are the Limitations of My Energy Medicine Practice?

Although Energy Medicine uses the term “medicine,” it does not imply that Energy Medicine practitioners are practicing medicine. Energy Medicine is a term used by many training programs that teach people how to assess and correct for energy imbalances in the body. Energy Medicine is not a substitute for the diagnosis and/or treatment of medical or mental health conditions by a licensed health care professional. If you have a disorder that has been diagnosed by a licensed medical or mental health professional or a condition that should be evaluated by a licensed health professional, my services should be used only in conjunction with your obtaining that care. I do not diagnose or treat medical or mental health disorders, nor am I trained or licensed to do so. Energy Medicine attempts to optimize the body’s overall health and vitality, but it is not to be used instead of appropriate care from a licensed professional.

Besides the fact that Energy Medicine does not diagnose or treat illness, another difference between my services and visits to a medical doctor is that effective energy work requires your active involvement between sessions. Our sessions will establish energy patterns that optimize body, mind, and spirit. Reinforcing these new patterns through the practice of energy exercises at home will reinforce, maintain, and extend the benefits you receive in the sessions.

Energy Medicine techniques bring disturbed energies back to a state of balance and harmony. These corrections will generally consist of various forms of light or deeper touch and of movement of my hands within your body’s energy field. If you are uncomfortable with being touched or with any of the procedures being used, please tell me immediately and I will instantly stop. It is not necessary to touch any part of your body to obtain energy balance since we may work in your energetic field—so there are many options to assure your comfort.

While the methods I use and teach are gentle and considered non-invasive, it is possible that physical or emotional after-effects may occur after your energies have been stimulated and adjusted. In some instances, deeper pressure is used to move energies that may be blocked or congested in a particular area of the body, and this may cause some pain or discomfort. Dizziness, nausea, or anxieties are relatively unusual but not unheard of side-effects to energy work. If any procedure is uncomfortable or leads to discomfort, please tell me at once. I will instantly stop if you request me to do so and can often provide a technique to counter the discomfort.

IV. My Background and Training

I have a very diverse and varied background with a B.S. in Psychology from York College of Pa, where I graduated magna cum laude; I am a Fellow of The Academy of Matrimonial Lawyers licensed and admitted in Pa, Ma. and Md.; have lectured and authored extensively on matrimonial issues for 30 plus years; have my certification from Eden Energy Medicine; have taken courses in Radionics, Animal Communication, Bach Flower Remedies,

and utilize Applied Kinesiology (or energy testing) daily for many years in many diverse circumstances.

My extensively honed skills of communication, intuition, listening and assessing are all used to assess a client's needs on many levels in a compassionate, understanding and efficient way.

V. Meetings.

I generally schedule one appointment of 90-minutes' duration per week, at a time we agree upon. Sessions may also, by prior agreement, be longer, shorter, more frequent, or less frequent.

VI. Professional Records

I keep brief records on each session, primarily noting the date of the session, the interventions used, and progress or obstacles observed as they relate to your goals in working with me. You are welcome to request, in writing, that I make available to other health care providers a copy of your file. I maintain your records in a secure location that cannot be accessed by anyone else. I will maintain your records for at least five years after our last contact, after which time I may securely dispose of them.

VII. Confidentiality

With the exception of special situations described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may under certain circumstances legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy to the best of my ability. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills to your insurance company), it will be done with special safeguards such as a secure server to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my Internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrators of the Internet service provider. Any email I receive from you, and any responses that I send to you, will be kept as a part of your treatment record. Following are seven exceptions to your right to confidentiality:

1. There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state or local agency.
2. If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and contact the police, a local crisis team, or a family member or other intimates.
4. If you tell me of the behavior of another named health or mental health care provider which suggests that this person has either (1) engaged in sexual contact with a patient, including yourself, or (2) is impaired from practice in some manner due to cognitive, emotional, behavioral, or health problems, then the law may require me to report this to the practitioner's state licensing board. I would inform you before taking this step. If you are my client and also a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.
5. In certain legal proceedings, particularly those involving child custody or those in which your emotional condition or treatment is an important issue, a judge may order my testimony. Confidentiality is not protected when a judge makes such an order or in certain other legal procedures. Consult with an attorney if you are involved in a legal situation where such confidentiality may be at issue.
6. If am asked to provide services to your spouse, partner, or another member of your family, we will in advance establish the limits of confidentiality. It generally confines a practitioner's effectiveness when required to keep secrets, so my policy in most circumstances is that what you say and what we do can be shared with other family members I am working with. If this is what we establish, *do not tell me anything you wish kept secret* from other intimates who are receiving sessions from me. If confidential information is a concern, it may be better for each family member to work with a different practitioner.
7. I may occasionally find it helpful to consult other professionals about a client. During a consultation, I make every effort to avoid revealing the identity of the client. The consultant is also bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, please discuss with me any questions or concerns that you may have. I will be happy to explore these issues with you, but formal legal advice may be needed from an attorney because the laws governing confidentiality are complex.

VIII Minors

If you are under eighteen years of age, please be aware that the law may provide your parents or legal guardians the right to examine my records of our work together. It is my policy to request a written agreement from parents to waive their right to access your records. If they agree, I will provide them only with general information about our work together unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have about what I am planning to discuss.

IX. Professional Fees

My fee for a 90-minute session is \$150.00 (\$100.00 per hour). Our initial session will last approximately 2 ¼ hours but your cost for this initial visit is \$150.00. After the initial session, if we decide to meet for a longer session or a shorter session, I will bill you prorated on this hourly

fee. In addition to scheduled appointments, I also pro-rate the hourly fee for other professional services you may request. Other services might include emergency telephone conversations lasting longer than 10 minutes, listening to lengthy voice mail messages, reading and responding to e-mails other than for routine business, attendance at meetings with other professionals you have authorized, and the preparation of requested records or treatment summaries.

X. Billing and Payments

You will be expected to pay for each session at the time it is held unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested.

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24-hours' advance notice of cancellation. If you are late, we will still end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours' notice, you must pay for that session by the time of our next meeting unless we both agree that you were unable to attend due to circumstances beyond your control. In circumstances of unusual financial hardship, I may be willing to negotiate a payment installment plan.

If that is done and your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information released is the client's name, contact information, dates and type of services provided, and the amount due.

XI. Contacting Me

I am often with a client or otherwise not immediately available by telephone. When I am unavailable, you will reach my voice mail. I monitor it frequently and will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If it will be difficult to reach you, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or, if you are experiencing a medical emergency, call 911 or go to the emergency room of a nearby hospital.

XII. Other Aspects of Our Relationship

I Welcome Your Questions. You have the right to ask me questions about anything that happens in our work together. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns and can request that I refer you to someone else if you decide I'm not the right practitioner for you. You are free to terminate our work together at any time.

Touch. Physical contact, even in a healing relationship, can be a sensitive matter because touch can be easily misinterpreted and feel too intimate, uncomfortable, or sexual in nature. Touching in a sexual manner is unethical within a professional healing relationship, illegal, and will never be a part of your treatment. Many of the methods I will use, however, are likely to involve touch. The theory behind such methods is that touching or holding points can assist me and you in

identifying and shifting imbalances in your energies. At such times, you would remain fully clothed, with perhaps the exception of your shoes. I would always explain ahead of time where I would touch, and you can let me know if you are comfortable with it or not. I will always honor any requests not to touch.

Touch can also be a potential problem in a healing relationship if you have had a history of paranoia, have been diagnosed with borderline personality disorder, have been sexually or physically abused, have suffered from other types of trauma, or if you tend to dissociate or detach from your sense of self. Please let me know if you fall into any of these categories prior to our starting our work together. We can discuss any emotional risks associated with touch that may be of concern to you. Furthermore, if you have any misgivings, doubts, or any negative reactions to any physical contact, it is very important that you let me know as soon as possible so that we can discuss your concerns. If you are uncomfortable talking to me, I encourage you to talk through such concerns with another professional. If you wish, I can make a referral for you.

Legal Proceedings. If you are involved in legal proceedings based on your having been traumatized, please understand that the goals of our work together may involve healing the physical and emotional aftermath of the trauma, and this could adversely affect your ability to provide legal testimony that carries the same impact as it would prior to treatment.

Terminating Treatment. You normally will be the one who decides when our work together will end, but there are three exceptions to this. If I determine that I am unable, for any reason, to provide you with the services you are requesting at a high professional standard, I will inform you of this decision and refer you to another practitioner who may better meet your needs. Second, if you verbally or physically threaten or harass me, my office, or my family, I reserve the right to terminate you from treatment immediately and unilaterally. Third, I reserve the right to refuse or terminate a session if you or anyone in the session is suspected of being under the influence of a mood-altering substance. You will be responsible and charged for full payment of the normal fee.

Vacations. I am away from the office several times each year for vacations or to attend professional meetings. I will make every effort to tell you well in advance of any anticipated lengthy absences and to discuss other options for continuing to work toward your goals during my absence.

XII Complaints

If you are unhappy with the way our work together is proceeding, I hope you will talk about it with me so that I can respond to your concerns directly. I will take such concerns seriously and meet them with care and respect. You are also free to discuss any complaints about me with anyone you wish. You do not have any responsibility to maintain confidentiality about what I say or do. You are the person who has the right to decide what you want kept confidential. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can register a complaint about my behavior with the organization that certifies me as an Eden Energy Medicine Practitioner:

Innersource

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Your signature below indicates that you have read the information in this document, understand it fully, have discussed any questions or matters of concern with me and/or others, and agree to abide by its terms during our professional relationship.

Print Name

Date

Signature