



## FIVE RHYTHMS CONSULTING

### **Informed Consent for Services**

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

#### **WHAT IS PEAK PERFORMANCE COACHING?**

Coaching is defined here as “partnering with clients in a thought-provoking and creative process that inspires them to maximize their personal and professional potential.” My approach to “peak performance coaching” draws from a field called “energy psychology” as represented by The Association for Comprehensive Energy Psychology and outlined in the books, *The Promise of Energy Psychology*, by David Feinstein, Donna Eden, and Gary Craig and, *The Tapping Solution*, by Nick Ortner. It also leverages Energy Medicine (as defined in this document below). In addition, it leverages business best practices as learned through 25 years of business, non-profit, organizational development and leadership experience as well as through the Masters in Management program at Kellogg School of Management.

The roots of Energy Psychology trace back to Eastern healing practices that work with the acupuncture points, the chakras, and the body’s energy systems. The method usually involves having you tap with your fingers on specific areas of the skin while bringing to mind a personal response or pattern you would like to change. This is believed to shift the brain’s chemistry in ways that support that change. Other verbalizations and physical movements may also be used. I may also employ a procedure called “energy testing” where I apply light pressure to your outstretched arm while you make a statement based on wording that I suggest. This is a way of assessing how certain thoughts you have may lead to disruptions in your body’s energies as well as being a way of assessing progress. Energy Psychology is still considered an “experimental approach,” although early research has been promising. A professional paper that reviews this research and speculates on why the method seems to work can be downloaded free from [www.EnergyPsychEd.com/mechanisms](http://www.EnergyPsychEd.com/mechanisms). I have received

professional training in the use of these techniques and will be happy to discuss them with you.

## WHAT ARE THE LIMITATIONS OF PEAK PERFORMANCE COACHING?

Peak performance coaching is not psychotherapy, nor is it a substitute for the diagnosis and/or treatment of mental health conditions by a psychologist, psychiatrist, or other licensed mental health professional. If you have a diagnosed mental disorder or a condition that should be evaluated by a licensed mental health professional, my services should be used only in conjunction with your obtaining that care. I do not diagnose mental health disorders, nor am I trained or licensed to do so. Peak performance coaching attempts to help you optimize your overall vitality and mental well-being, but it is not to be used instead of appropriate care from a licensed mental health professional.

The following nine differences between psychotherapy and peak performance coaching are important for you to understand prior to engaging my services:

1. Psychotherapists can provide a *diagnosis* based on the *DSM* (the American Psychiatric Association's *Diagnostic and Statistical Manual*). A primary focus of psychotherapy is the identification and diagnosis of mental disorders. Coaching does not diagnose.
2. Psychotherapy can provide diagnosis *independent of* the client's self-assessment. This function is recognized by third parties such as the courts and insurance carriers, which often call upon psychotherapists to make diagnoses independent of the client's self-assessment. Coaching, by way of contrast, relies on the client's *self-assessment*.
3. Psychotherapy can use its diagnoses to *treat clinical disorders*. Coaching makes no claims of efficacy in treating clinical disorders.
4. Psychotherapy is often *reimbursable* by health insurance since diagnosis and treatment is recognized as being part of health care. Coaching is not usually reimbursable since it does not involve diagnosis or treatment.
5. Goals in psychotherapy may be *set by the therapist* after diagnosis. Goals in coaching are typically *self-identified by the client*.
6. Psychotherapy goals typically involve *treatment of a mental disorder by the therapist*. Coaching goals typically focus on *quality of life*.
7. Psychotherapy typically involves recognized *power differentials* between client and therapist. This vulnerability of clients gives psychotherapists legal and ethical responsibilities. Coaching is in the nature of a *supportive peer-to-peer relationship*, with the results evaluated by the client.

8. Psychotherapy may be provided by *primary caregivers* such as hospitals and may be considered an aspect of primary care. Coaching is not associated with primary care.
9. Coaches are required to *refer* clients to psychotherapists or psychiatrists if the client's problem is outside their scope of practice.

## WHAT IS 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. I use several forms of Energy Medicine including Eden Energy Medicine (as presented in Donna Eden's book, *Energy Medicine*), Bio-Dynamic Cranial Sacral Therapy, Reiki, Relaxation and Visualization Exercises, Bio-Magnetic Pairs Therapy and Meditation.

**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.

**Your Body's Energies.** Einstein's famous formula,  $E=mc^2$ , changed the course of physics and of 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 only recently been able to develop instruments to reliably measure them. Nonetheless, people throughout history and across cultures have described seeing or feeling subtle energies.

**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, bio-dynamic cranial sacral therapy, energetic kinesiology, bio-magnetic pairs, 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.

**Energy Medicine Techniques.** Many of 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, circling over specified areas of the skin, or using crystals and magnets. 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 or leg, 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.

### **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.

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 anxiety 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.

## **MY BACKGROUND AND TRAINING**

I have been a student of energy work and meditation for 20 years. I am a certified Eden Energy Medicine Practitioner, have studied Energy Psychology, an Usui Reiki Master, am trained in BioDynamic Cranial Sacral Therapy, am certified to deliver Peggy Huddleston's "Prepare for Surgery, Heal Faster" program, have studied Mindfulness-Based Stress Reduction as part of Jon Kabat-Zinn's program and have completed training in Bio-Magnetic Pairs. I also have a Bachelor of the Arts in International Relations from The University of Pennsylvania, a Masters in Marketing and Finance from Kellogg Graduate School of Management and have been trained as a "Leader as a Coach" and to teach "Leader as a Coach" by Bluepoint Leadership.

## **MEETINGS**

Coaching sessions are generally 90-120 minutes. For Coaching Sessions, I generally schedule one appointment of 90-120 minutes every two weeks, at a time we agree upon. Sessions may also, by prior agreement, be longer, shorter, more frequent, or less frequent.

Energy Medicine Sessions are typically 90 minutes and are generally scheduled every 1-3 weeks at a time we agree upon. Sessions may also, by prior agreement, be longer, shorter, more frequent, or less frequent.

There may be times when I integrate techniques from Coaching, Energy Psychology, and Energy Medicine into a session. I will, of course, discuss the approach that I recommend prior to integrating that approach into our work together.

## **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.

## **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. However, 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 requires 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 can be quite complex.

## **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. 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.

## **PROFESSIONAL FEES**

My professional fees for Coaching vary depending upon the engagement and the stated goals for the work. I typically provide a free consult to understand your coaching goals, ensure that we are a good fit and make a proposal based on the work requested including meeting time and preparation time.

My professional fees for Energy Medicine and Energy Psychology are \$170 for a 60-minute session, \$255 for 90-minute and \$340 for a 120-minute session. If we decide to meet for a longer session or a shorter session, I will bill you prorated on the hourly fee. My fees for Coaching and Communicating with Impact are \$295 for 50-minute session and \$525 for a 90-minute session.

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. If you become involved in

legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$350 per hour for preparation and attendance at any legal proceeding.

## **BILLING AND PAYMENTS**

You will be expected to pay for each Energy Medicine or Energy Psychology session at the time it is held unless we agree otherwise. Payment schedules for other professional services including Coaching, 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 hour 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.

## **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.

## **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.

**Contacts Outside Our Work Together.** I generally avoid social and business relationships with my clients. Our work together will be most effective when kept free

from possible outside entanglements.

**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.

## INDEMNIFICATION

Except in the case of gross negligence or malpractice, I or my representative(s) agree to fully release and hold harmless Rachel Rice, Five Rhythms Consulting and any of their employees, officers or relations, from and against any and all claims or liability of whatsoever kind or nature arising out of or in connection with my session(s).

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.

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Print Name

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Date

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Signature

On Behalf of: \_\_\_\_\_  
Minor's name