**International Association of Rubenfeld Synergists STANDARDS OF PRACTICE AND ETHICAL PRINCIPLES FOR CERTIFIED SYNERGISTS**

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# 1. INTRODUCTION

The Rubenfeld Synergy Method® (RSM®), developed by Ilana Rubenfeld, is a dynamic system for the integration of body, mind, emotions and spirit. Human transformation, learning, and self-care can occur through this process. The method is designed to support the client through the use of synergistic dialogue, gentle listening touch and movement.

RSM employs materials and procedures developed by Ilana Rubenfeld and any persons or entities approved by her or her assignee to provide any training in RSM. The Ilana Rubenfeld Foundation (TIRF) is the proprietary owner of the registered trademarked name, logo, and tag line as well as all educational training methodologies and materials produced by Ilana Rubenfeld and/or TIRF.

These Standards of Practice (SOP), as set forth by the International Association of Rubenfeld Synergists (INARS), provide fundamental guidelines describing the quality of care for the profession of Rubenfeld Synergy. The Ethical Principles (EP) define the moral responsibilities of Certified Synergists. This combined document (SOP/EP) provides the fundamental core values accepted by professionals certified to use the Rubenfeld Synergy Method®

**Note: The term Certified Synergist, used throughout this document indicates Certified Rubenfeld Synergist.**

All Certified Synergists accept and are required to adhere to the Standards of Practice and Ethical Principles (SOP/EP) of Rubenfeld Synergy. Because each Certified Synergist is an integral part of the Rubenfeld Synergy profession, individual adherence to the SOP/EP impacts all members of the profession. These Standards of Practice and Ethical Principles are accepted and upheld by individual Certified Synergists qualified to use the Rubenfeld Synergy Method®.

# 2. SCOPE OF PRACTICE

The Rubenfeld Synergy Method® practitioner responds to the needs of a client using gentle intentional touch, movement, imagery, metaphor, active listening, and dialogue appropriate to the level of certification. The Rubenfeld Synergy Method® is a holistic healing modality that is neither psychotherapy nor counseling.

In the context of relationship, **Certified Rubenfeld Synergists** use gentle, intentional touch, movement, active listening, and verbal dialogue to heighten the client’s somatic awareness so that conscious choices can be made to facilitate healing and personal development.

**Certified Rubenfeld Synergists** help the client identify where physical sensations, emotions and beliefs reside in the body. The Synergist heightens the client’s awareness of these sensations, emotions, and beliefs, and also explores metaphors that the body is manifesting and expressing in the present moment. In addition, the Synergist facilitates the integration of present somatic emotional experiences with the client’s life story.

**Certified Rubenfeld Synergists** assist the client in safely connecting to the emotional memories and beliefs that are held in the body. The Synergist creates a safe space for physical sensations and emotions to be expressed and stays with and supports an expanded awareness of these sensations and emotions in the present moment. This process allows the client to develop greater self-regulation skills.

# 3. PURPOSES OF THE STANDARDS OF PRACTICE [These appear in *italics* throughout this document]

The purposes of the Rubenfeld Synergy Method® Standards of Practice are as follows:

3.1 To provide a guide to Certified Synergists to assure that the public is protected and that a professional quality of service is provided.

3.2 To support and preserve the basic rights of the client and of Certified Synergists.

3.3 To maintain and provide a common base for and interpretation of the professional practice of the Rubenfeld Synergy Method®.

3.4 To enhance the unity of the Rubenfeld Synergy Method® profession.

3.5 To provide direction to Certified Synergists for conducting research.

3.6 To establish that procedures for certification and certification maintenance for Certified Synergists are provided by the Board of Directors.

# 4. PURPOSE OF THE ETHICAL PRINCIPLES

The Ethical Principles are intended to obligate Certified Synergists to high moral conduct and to inform the public about the values associated with the Rubenfeld Synergy Method®. Acceptance of these values serves to protect the public and to describe the boundaries of acceptable professional practices for Certified Synergists.

# 5. STANDARDS OF PRACTICE AND ETHICAL PRINCIPLES

Certified Synergists are accountable to themselves, their clients and their colleagues**.** The Standards of Practice and Ethical Principles form the framework that assures that Synergists conduct themselves to the highest standards of professional practices in the helping professions.

## 5.1 *Responsibility to Clients*

*Certified Synergists recognize that their primary responsibility is to their clients and they practice only within the limits of their competence. They provide services to their clients that are appropriate for their level of certification. They establish and maintain boundaries in their relationships with clients in a manner that supports clients’ healing, well-being and self-determination. Contact with clients is professionally appropriate, clearly defined and with informed consent. Clients’ rights to dignity, confidentiality and emotional and physical safety are the guiding principles for the professional decisions and actions of the Certified Synergist. The client is supported in the open sharing of deeply held thoughts, feelings, beliefs, body awareness and self-expression, as appropriate to the level of certification as outlined in the glossary included in this document. Certified Synergists agree to participate in and abide by the Ethical Principles Complaints procedure (see Appendix A) and decisions of the International Association of Rubenfeld Synergists (INARS).*

# Ethical Principles

5.1.1 Certified Synergists are thoroughly familiar with the professional Standards of Practice (SOP) and Ethical Principles (EP) including the Glossary and Appendixes. They seek advice on ethical behavior whenever necessary from a member of the Ethics Committee of INARS. Lack of awareness or misunderstanding is not in itself a defense to a charge of unethical conduct.

5.1.2 Certified Synergists inform clients of the availability of the Standards of Practice and Ethical Principles (SOP/EP).

5.1.3 Certified Synergists serve their clients with maximum application of their professional skills and competence.

5.1.4 Certified Synergists recognize and support their clients’ self-determination. They see their role as facilitators in their clients’ healing and growth.

5.1.5 Certified Synergists maintain appropriate boundaries with clients. Certified Synergists know the difference between dual relationships and overlapping relationships (see Glossary for definitions). Synergists seek to avoid dual relationships with clients. In instances when overlapping relationships are unavoidable, Synergists protect clients from exploitation and are responsible for setting clear, appropriate and sensitive boundaries.

5.1.6 Synergists understand the difference between boundary crossing and boundary violation (see glossary for definitions) and the effect each could have on the client.

5.1.7 Certified Synergists are responsible for establishing and maintaining clear boundaries in dual or overlapping relationships. The interests of the client always have the greater importance.

5.1.8 Dual relationships with former clients interfere with the client’s access to services in the future. Dual relationships also carry the potential for exploitation. Certified Synergists are strongly discouraged from entering into dual relationships, such as personal, social or business, with former clients.

5.1.9 During the transition that a trainee from a TIRF Approved RSM® Training Program makes to a collegial relationship with other Certified Synergists, sensitivity to dual and overlapping relationships is considered thoroughly and consciously by both parties in the relationship.

5.1.10 Certified Synergists do not misuse relationships with clients for personal advantage or gain. Certified Synergists are strongly discouraged from bartering Rubenfeld Synergy sessions in exchange for goods or services of others. Bartering places Synergists into a dual relationship with the client.

5.1.11 Certified Synergists gather necessary information on an intake form as a screening to assess the client’s ability to safely participate in this holistic healing modality.

5.1.12 Certified Synergists provide clients with accurate and complete information regarding the extent and nature of the service they will provide, such as session length, fees, confidentiality and cancellation policies. Prior to beginning RSM® sessions with a client, Certified Synergists provide an “Informed Consent for RSM® Sessions” (see Appendix D), which clients sign if they wish to engage in Rubenfeld Synergy sessions.

5.1.13 Certified Synergists discuss with their clients ending their services when, in their professional judgment, such services no longer serve their clients’ needs or interests. Certified Synergists provide appropriate and adequate time for completion and closure, recognizing that the ending of services is a distinct phase of their work together.

5.1.14 Certified Synergists make every attempt to avoid abandoning clients and carefully consider all factors to minimize possible adverse effects of early discontinuation of service.

5.1.15 Certified Synergists take reasonable precautions for client support and confidentiality in the event of the Certified Synergist’s termination of practice, incapacitation, or death.

5.1.16 Certified Synergists do not terminate services to pursue a social, financial or sexual relationship with a client.

5.1.17 Certified Synergists work only with clients who are fully clothed.

5.1.18 Certified Synergists are skilled in using a continuum of touch ranging from no touch to intentional listening touch and movement. Certified Synergists do not touch genitalia.

5.1.19 Certified Synergists inform their clients that the client may request that touch be suspended or that a session be stopped for any reason at any time.

5.1.20 Certified Synergists do not engage in sexual intimacies with current clients and/or individuals under their current mentorship. Certified Synergists do not accept as clients, persons with whom they have engaged in sexual intimacies. Certified Synergists do not engage in sexual relationships with former clients for a minimum period of 3 years. Before engaging in sexual relationships with a former client after this period of time, the Certified Synergist is strongly encouraged to consult with the Professional Practices and Ethics Committee.

5.1.21 Certified Synergists respect the privacy of clients and hold in confidence all information obtained in the course of professional services. At the start of their work together, they advise their clients of exceptions to privileges of confidentiality and any legal or professional mandate to report abuse or threat of danger.

5.1.22 Certified Synergists protect the confidentiality of clients’ written and electronic records. Client records are stored in a secure location and are not available to unauthorized access.

5.1.23 Certified Synergists take precautions for maintaining the confidentiality of information transmitted through the use of computers, electronic devices, telephones and telephone answering machines.

5.1.24 Certified Synergists should provide clients with reasonable access to their records. Records should be written in such a way that they minimize the possibility of causing serious misunderstanding or harm if the client views the record. A Certified Synergist would provide assistance in interpreting such records if viewed. 5.1.25 In the event that release of information about a client is requested by a third party, Certified Synergists, at the minimum, discuss this request with the client and have the client sign a written Consent for Release of Information prior to any release of information. See Appendix D for an example of a Consent for Release of Information Form. Mandatory reporting as described in 5.1.21 is an exception to this standard.

5.1.26 In the service of understanding their clients, Certified Synergists seek to understand the function of culture in human behavior and adjustment to society.

5.1.27 In considering the cultural context of their clients’ lives, Certified Synergists seek to understand the nature of diversity and oppression with respect to race, ethnicity, national origin, gender identity and expression, sexual orientation, socioeconomic level, age, marital status, political belief, religion, immigration status and mental or physical disability.

5.1.28 Certified Synergists seek to educate themselves or refer clients to other professionals when a client’s work involves issues for which an individual Synergist has insufficient experience or training to address.

5.1.29 During the course of working with a client, Certified Synergists seek consultation with mentors and knowledgeable professionals when such consultation is needed. When consulting with these mentors or professionals, Certified Synergists (a) do not share confidential information that could reasonably lead to the identification of the client and (b) share information only to the extent necessary to achieve the intent of the consultation.

5.1.30 Certified Synergists obtain written permission from clients prior to observation by any other person or by electronic taping, recording, or filming procedures.

5.1.31 Certified Synergists maintain appropriate confidentiality in creating, storing, accessing, transferring and disposing of client records.

5.1.32 Certified Synergists seek testimonials only when it is clear that their client has demonstrated a willingness to provide an account of their work. They accept testimonials offered in the form of information regarding the effects the work has had in the life of the client. They obtain written consent that includes the level of identification their client has requested, as well as the scope of distribution.

5.1.32 Certified Synergists do not provide remuneration in any form to clients for client referral.

## 5.2 Responsibility to Colleagues

*Certified Synergists are responsible for dealing respectfully with professional colleagues. If unprofessional behavior of a colleague comes to their attention, they follow the procedures articulated in the Ethical Principles Complaints Procedures. They encourage public awareness and trust of the Rubenfeld Synergy Method and its standards in their professional practice and by their personal example.*

# Ethical Principles

5.2.1 Certified Synergists do not defame colleagues or their professional reputations.

5.2.2 In deciding whether to offer or provide Rubenfeld Synergy services to those already receiving professional services elsewhere, Certified Synergists carefully consider the potential client’s welfare and the context of the presenting issues. The Synergist discusses these issues with the client and, when appropriate, consults with the other service providers, after obtaining from the client an appropriate Consent for Release of Information.

5.2.3 A Certified Synergist who observes or learns of the unprofessional behavior of another Synergist or who has a disagreement with or complaint about another Synergist, when appropriate, speaks about his/her concern directly to the Synergist involved. If the matter is not resolved, consultation with a mentor or peer is recommended. If the matter remains unresolved, the Synergist who learns of unprofessional behavior has a duty to follow the Ethical Principles Complaints Procedures outlined in Appendix A, including informing the Ethics Committee Chairperson of the behavior in question.

5.2.4 Certified Synergists respect the professional relationship of Synergy colleagues with their clients. They do not solicit other Synergists’ clients.

5.2.5 Before beginning a client-Synergist relationship, Certified Synergists confirm that a new client has completed his/her work with another Synergist.

5.2.6 Certified Synergists do not accept or tender payments for referrals.

5.2.7 Certified Synergists refrain from sexual relationships with former mentees for a period of at least three years following the end of the mentoring relationship. The Certified Synergist who engages in such a relationship with a former mentee after three years will be sensitive to the complexities of dual relationships.

## 5.3 Responsibility to the Profession

*Certified Synergists conduct themselves in a manner that reflects honorably on their profession. They take responsibility for seeking and pursuing opportunities for their professional development. They seek to inform themselves about government regulations that relate to the practice of Rubenfeld Synergy. In the event of an investigation of a complaint, Certified Synergists follow the protocol for complaint procedures, as outlined in Appendix A, keeping foremost the best interests and protection of their clients, and seek professional and legal advice before taking any action*.

# Ethical Principles

5.3.1 Certified Synergists uphold and advance the values, ethics, and knowledge of their profession. 5.3.2 Certified Synergists seek collegial opportunities for interaction and support. They seek interdisciplinary exchange with members of like-minded and complementary professions.

5.3.3 Certified Synergists take responsibility for developing and fully utilizing their knowledge of Rubenfeld Synergy and for fully developing and utilizing their personal style for its use in their professional practice. They are encouraged to share their knowledge with the professional community through newsletters, conference presentations, collegial discussions, articles and websites and to participate in increasing the available body of knowledge through case studies and research.

5.3.4 Certified Synergists maintain liability insurance that is adequate and appropriate to their needs.

5.3.5 Certified Synergists do not engage in exploitive relationships with individuals over whom they have mentoring, evaluative, or instructional control or authority.

5.3.6 Certified Synergists claim or imply only professional credentials possessed and correct any known misrepresentations of their credentials by others.

5.3.7 Certified Synergists shall immediately notify the Ethics Committee of INARS of (a) any disciplinary action filed against them by any professional regulating board or (b) any loss of professional liability insurance.

## 5.4 Responsibility to the Broader Society

*Certified Synergists take responsibility for representing their profession to the public and distinguishing it from other professions. They accurately describe their education, training, and experience relevant to their practice of Rubenfeld Synergy.*

# Ethical Principles

5.4.1 When Certified Synergists present and advertise themselves in print and/or other media, they convey accurate information to the public about their professional services and credentials. Such information includes appropriate use of the logo and tagline, in accordance with guidelines established by The Ilana Rubenfeld Foundation. (See Appendix C)

5.4.2 Certified Synergists do not use the trademarks and copyright materials belonging to The Ilana

Rubenfeld Foundation without permission. (See Appendix C)

5.4.3 Certified Synergists advance the awareness and trust of the public in the Rubenfeld Synergy Method and its professional Standards of Practice by their personal example.

5.4.4 Certified Synergists are encouraged to contribute some of their professional services to the broader society with little or no financial gain or personal advantage.

5.4.5 Certified Synergists promote the general welfare of society by respectful and sensitive conduct in the practice of the Rubenfeld Synergy Method and adherence to the Standards of Practice and Ethical Principles.

5.4.6 Certified Synergists are non-discriminatory regarding race, gender, religion, national origin, or sexual orientation in providing professional services. Certified Synergists have the right to screen clients and to assess whether they have the skills and competencies necessary to help this person as a client.

## 5.5 Responsibility to Research Subjects

Certified Synergists *conducting research respect the individuality and safeguard the welfare of research participants. They follow professional research standards, federal and other governmental laws that govern the conduct of research.*

# Ethical Principles

5.5.1 Researchers respect participants’ freedom to decline participation in or to withdraw from a research study at any time. Investigators or other members of the research team, who are in positions of authority or influence over participants, ensure this freedom of choice. Researchers avoid dual relationships with research participants, which could impair professional judgment or increase the risk of exploitation.

5.5.2 All information obtained about a research participant during the course of the data collection phase of the research study is confidential unless there is a specific waiver obtained in writing.

5.5.3 Ethical implications must be considered in planning acceptable research studies. If there is any possibility that research participants may be compromised by participation in research, investigators seek the ethical advice of qualified professionals not directly involved in the research and observe safeguards to protect the rights of research participants.

5.5.4 All research participants must affirm their consent to participate in the research study by signing a Research Consent Form, which fully informs them of all aspects of the research that might reasonably be expected to influence willingness to participate. If the participant is a minor or has an official guardian, the legally responsible party must approve participation by signing the research consent form to participate

# 6. NONCOMPLIANCE WITH THE STANDARDS OF PRACTICE AND ETHICAL PRINCIPLES

6.1.1 Violation of the SOP/EP is the basis for one or more of the following:

1. Revocation of a Certified Synergist’s Certification by INARS (decertification).
2. Assignment of disciplinary action by INARS, for example suspension of the right to practice until certain actions are completed.
3. Assignment of other remedial actions by INARS, such as training, additional mentoring, or reading assignments.

6.1.2 Violations of the SOP/EP, once substantiated, which shall most likely result in decertification include, but are not limited to:

1. Sexual contact or sexual relationship of any kind with a current client.
2. Sexual contact or sexual relationship with a former client within 3 years of terminating the Synergist/client relationship.
3. Accepting as a client a person with whom the Synergist has had sexual intimacies in the past.
4. Sexual exploitation of any kind with a current or former client.
5. Exploiting the Synergist-Client relationship for personal gain of any kind.
6. Failure to accept and complete remediation even if the violation did not originally result in decertification.
7. Withholding information and/or lying during an investigation of ethical misconduct.
8. Providing Synergy sessions while under the influence of illegal substances, marijuana, or alcohol.

# 7. CERTIFICATION

The Ilana Rubenfeld Foundation (TIRF) is the sole owner of the proprietary information, registered trademarks, logo, tag lines and copyrighted materials related to the Rubenfeld Synergy Method, including those used in TIRF Approved RSM® Training Programs.

## 7.1 Certification procedures

The INARS Board of Directors approves all certification procedures for Certified Rubenfeld Synergists (CRS). Procedures, including evaluative criteria, can be found on the INARS website. The Board of Directors also approves certification criteria for Certified RSM® Mentors.

# 8. MAINTENANCE OF CERTIFICATION

In order to practice Rubenfeld Synergy (i.e. provide Rubenfeld Synergy sessions), a trained Synergist must maintain certification requirements.

## 8.1 Certification Maintenance Requirements and Procedures

The INARS Board of Directors approves all certification maintenance procedures for Certified Synergists. Certification maintenance requirements and procedures can be found on the INARS website.

## 8.2 International Association of Rubenfeld Synergists (INARS)

INARS is responsible for monitoring and overseeing the Rubenfeld Synergy profession through five areas of responsibility: 1) Certification; 2) Certification Maintenance; 3) Mentoring; 4) Professional Practice and 5) Ethical Principles Complaints.

# 9. DESCRIPTION OF PRACTICE

*Embodied in the practice of Rubenfeld Synergy are the provision, facilitation, and promotion of the best possible professional services using RSM® protocols and techniques. The practice includes response to the needs of the client while maintaining one’s own self care in a way that fosters trust, respect, cooperation, and personal growth. The Rubenfeld Synergy Method does not employ the following practices: diagnosis, treatment, promise of a cure, and imposed interpretation of client’s behavior or feelings. The practice characteristics differ from body therapy modalities that use massage, oils, aromas, specific manipulations, heat, electrical machinery, and/or cold compresses.*

9.1 The practice of Rubenfeld Synergy includes explaining the possible benefits of the Rubenfeld Synergy Method® to potential clients and to the public. These include heightened client awareness, movement to deeper levels of self-knowledge and self-acceptance, greater self esteem, movement from habit to choice, support for openness to new experiences for growth and learning, increased ease of body movement, support for congruence between the client’s body/somatic state and expressed thought, self-understanding and self-empowerment, and increased body-mind-emotion awareness and acceptance.

9.2 The practice of Rubenfeld Synergy includes an explanation to potential clients and the public of the major protocols and techniques of the Rubenfeld Synergy Method®. These include, and are not limited to, Listening Touch, Bodymind Exercises, Somatic Skills and Movements, Verbal Interaction Skills, Imagery and. Metaphor.

9.3 The practice of Rubenfeld Synergy includes an explanation by a Certified Synergist to clients and potential clients of the nature of RSM®, distinguishing RSM® from other modalities that the Synergist many employ. The appropriateness of RSM® for achieving the client’s goals is also discussed.

**10. PROCESS FOR AMENDMENT**

This document will be reviewed and updated by INARS as provided for in the INARS Bylaws.

# GLOSSARY

**Bodymind Exercises-**intended to heighten bodymind awareness which are either directed verbally by a Certified Synergist or practiced independently.

**Boundary Crossing** – an interaction that is not harmful to a client, and can often be an effective intervention, such as the Synergist’s self-disclosure, home visits, sending cards, and giving (inexpensive) gifts.

**Boundary Violations** – an interaction that is harmful to a client, wherein, the Synergist breaks confidentiality (for reasons other than legal mandates to report abuse) violates or exploits a client.

**Certified RSM Mentor –** a Certified Rubenfeld Synergist who has completed a Teaching Intern training program and/or has met the criteria of direct RSM experience required by the criteria established by the INARS Board of Directors. An RSM mentor is an experienced advisor and supporter who fosters the progress of other Certified Rubenfeld Synergists. Their role is to expand and deepen the graduates’ professional knowledge and abilities and to enhance their skills as a Synergist.

**Client** - a person who receives the services of a Certified Synergist.

**Competence** - the ability to integrate the professional attributes required to perform in a given role, situation and practice setting. Professional attributes include but are not limited to knowledge, skill, judgment, attitude, values, and beliefs.

**Continuing Education (CE) –** experiences designed to support and extend the skills and professional careers of Certified Synergists. CE credits are approved by the INARS Certification Maintenance Committee.

**Dual Relationship** – A relationship, in which a Synergist and client simultaneously or sequentially participate in two or more role categories, when, in addition to the professional relationship, there is:

1. some other relationship with the individual: e.g., friend, family member, book group member, employer, employee, student or business partner.

Examples: a) the client is also the Synergist's supervisor; b) The Synergist is the head of a committee on which the client is a member; c) the Synergist rents office space from the client, and d) client and Synergist are close friends or relatives.

1. a relationship with a person closely associated with or related to the client. Example: a) the Synergist is friends with the client’s spouse.
2. the Synergist promises to enter into another relationship in the future with the client or a person closely associated with or related to the client. Example: a) the Synergist has promised to enter into a business relationship with the client or the client’s spouse.

**Inactive Status-** Upon acceptance of a written application and payment of Inactive Certification

Maintenance Fees, a Certified Synergist may be placed in an Inactive Status for a maximum of 2 years. In this status, the Synergist is not practicing RSM, but intends to resume practice within a 2-year period. See Standard 8.1.7 for more information.

**Intentional Touch/Movements** - purposeful touch and movements used by the Certified Synergist. **Lapsed Synergist** - A Certified Synergist who has failed to comply with Certification Maintenance requirements and whose right to practice has been temporarily suspended until all Certification Maintenance requirements are met.

**Non-Practicing Synergist** – A Non-Practicing Synergist designation may be chosen by a Certified

Synergist under the age of 65 who is not practicing and does not intend to practice in the near future. The

Non-Practicing status allows for the option to return to Active status if one so chooses. In order to return to Active Status one must send a Letter of Intent to the INARS Certification Maintenance Committee and meet requirements designate by that committee.

**Overlapping Relationship -** A relationship in which a Synergist and client are unable to avoid contact outside the professional relationship. This is most likely to occur in small towns and rural areas.

Examples: 1) a client is a member of the Synergist's church, but they don't socialize otherwise; 2) the client also rents office space in the same building as the Synergist, but they do not have a business relationship; 3) the Synergist and client shop in the same stores and may occasionally run into each other; and 4) they have mutual friends, but are not friends.

**Retired Status** **-** A Certified Synergist Retired status is available to all Certified Synergists who are 65 years or older, are no longer practicing RSM, nor receiving any remuneration for teaching or Mentoring. They will not be required to pay the Certification Maintenance Fee.

**Somatic Skills and Movements** - explicit movements, appropriate to the level of certification, by the Certified Synergist working with specific parts of the client’s body.

**Standard** - an authoritative statement that sets out the legal and professional basis of a professional practice.

**Teaching Internship Program** – a post-graduate training program for qualified Certified Synergists established through the oversight of the Ilana Rubenfeld Foundation as it licenses qualified teachers and training programs.

**The Ilana Rubenfeld Foundation (TIRF)** - the proprietary owner of the registered trademarked name, logo, and tag line, and of all educational training methodologies and materials produced by Ilana Rubenfeld and/or TIRF.

**The Ilana Rubenfeld Foundation (TIRF) Approved RSM® Training Program** – a program, which is licensed by TIRF, for training new Synergists.

**Verbal Interaction Skills**- Translating somatic observations into verbal concepts in the context of the session. The scope of the use of verbal interactions is as follows:

Certified Rubenfeld Synergists use verbal interactions to heighten a client’s somatic awareness; to help a client to identify where physical sensations, emotions, and beliefs reside in the body; and to expand the client’s experience of these sensations, beliefs and emotions in the present. The Certified Rubenfeld Synergist also uses verbal interactions to heighten awareness of metaphors that the body is manifesting and integrates present somatic and emotional experiences with the client's life story.

# APPENDIX A ETHICAL PRINCIPLES COMPLAINT PROCESS

Certified Synergists are expected to adhere to the highest professional standards. Among these are the commitment to provide quality services to all persons without discrimination, to seek educational opportunities to enhance their professional skills, to respect each client’s right to privacy, and to accept the responsibility to do no harm to the physical, mental and emotional well-being of self and clients.

The International Association of Rubenfeld Synergists (INARS) has adopted its own Standards of Practice and Ethical Principles (SOP/EP). Certified Synergists sign a declaration affirming they will abide by these standards. Additionally, they must abide by the rules and/or laws applicable to them.

Any alleged breach of professional standards, as defined by the SOP/EP, is taken seriously and may constitute the basis for filing a complaint against a Certified Synergist. INARS has provided a Voice Mail Number, 877- RSM-2468, prompt #3, and Ethics email address (ethics@rubenfeldsynergy.com), for the filing of such complaints.

The Ethics Committee will respond in accordance with the process outlined in this appendix. This Complaint Process is a professional peer review process and should not be construed as a basis for civil liability. It is a fair and impartial process as determined by INARS to address alleged violations of the INARS SOP/EP by its Certified Synergists.

Respect for privacy is of the utmost importance. Information will be shared on a “need to know basis.”

Everyone involved in the process – parties, support person(s), witnesses, Investigator, the INARS Executive Committee and Ethics Committee – shall respect the parties’ privacy to the degree possible without impeding the pursuit of the truth of the allegation or violating reporting laws.

Privacy does not exempt reports of knowledge or suspicion of child abuse, elder abuse or credible threats of harm to third parties to appropriate civil authorities. Such reports will be made promptly and according to the laws of the jurisdiction where the action arises.

The parties – Complainant (person filing the complaint) and the Respondent (Certified Synergist) – may have a support person accompany her or him through the Complaint Process. The person may or may not be an attorney. Only the Complainant and Respondent will be permitted to speak directly to the

Investigator or adjudicatory body, and that party bears any cost associated with her or his chosen support person.

INARS may engage legal counsel and/or ethics consultation at any time.

Complaint: a grievance, presented in writing and signed, involving an alleged violation of the criteria established by the INARS Standards of Practice and Ethical Principles (SOP/EP). Complaints may be filed by a client or anyone with direct knowledge that a Certified Synergist may have violated the SOP/EP.

Complainant: The person filing the complaint.

Complaint Process: The process described below by which INARS evaluates, investigates, and adjudicates complaints alleging violations by Certified Synergists of the SOP/EP.

Investigator: A Certified Synergist, trained in investigating complaints. The investigator will be free of a relationship to either party that would give rise to bias or the perception of bias by a reasonable person.

Respondent: The Certified Synergist against whom allegations are made.

# The Complaint Process and Procedures

**I. Process for Receiving a Complaint:**

1. A person calls or emails with a concern that might identify a violation of the SOP/EP.

1. The Ethics Committee member receiving the message notifies the Ethics Committee Chairperson of receipt of a Complaint.

1. The Ethics Committee Chairperson (or designee) advises the person to put the concern in writing. It should include the name of the Certified Synergist whose actions(s) give rise to concern, the date(s) and description of the actions, any documentation (email(s), letter(s), calendar, bill, etc.), and the names of any witnesses or other people with direct knowledge of the situation. It should cite specific standards, if known, that may have been violated. This must be signed and dated to be received as a Complaint.

1. Upon receipt of the written material, the Ethics Committee Chairperson (or designee) confirms jurisdiction by verifying that all of the following requirements are met:
	1. The Complainant names a currently Certified Synergist who has signed the declaration to abide by the SOP/EP;

* 1. The person against whom the alleged violation occurred is the Complainant, or the

Complainant’s minor child, or a Certified Synergist reporting the occurrence under standard 5.2.3 of the SOP/EP, or someone with direct knowledge of the alleged violation.

* 1. The person against whom the alleged violation occurred has agreed to have his/her concern reported as a Complaint.

* 1. The Complaint alleges conduct, which if proven, would violate the Ethical Principles as

outlined in the SOP/EP.

* 1. The alleged conduct occurred in a context and during a time the Certified Synergist was subject to the Ethical Principles contained in the SOP/EP;
	2. The alleged violation falls within the time frame for filing a Complaint: the Complaint is received no later than one year following the situation giving rise to the allegation(s) or one year after work with the Respondent Certified Synergist has terminated, whichever occurs later.

1. Upon confirming jurisdiction, the Ethics Committee Chairperson or designee notifies the Complainant, in writing, via Certified Mail Return Receipt Requested, that the process will move forward upon the Chairperson’s receipt, from the Complainant, of a signed and dated Release of Information Agreement that is enclosed with the letter. The Ethics Committee Chairperson will send this signed Release of Information Agreement to the named Certified Synergist (Respondent) with the notification of the Complaint and request for her/his Response.

**Notification to the Respondent:**

1. After confirming jurisdiction, the Ethics Committee Chairperson or designee notifies the Respondent, within 10 days, in writing, via Certified Mail Return Receipt Requested, of the specifics of the Complaint. The Respondent is instructed to provide the information in II B.

1. The Respondent responds to the complaint information via U.S. Mail or email, within 14 days of receipt of the certified notification letter. In addition to addressing the specific action(s) alleged, the Response names any witnesses or other people with direct knowledge of the situation and provides any documentation (email(s), letter(s), bills, etc.) that support the Respondent’s perspective. The Respondent may address how she/he interprets the alleged actions in light of the Standard(s) cited.

# Ethics Committee Review

1. The Ethics Committee reviews the Complaint and Response and determines if further information is needed to make a determination.

1. If no further information is required, the Ethics Committee makes a determination as outlined in V.

below.

1. If the Respondent fails to respond to the request for information, the process continues based on the complaint materials. The Respondent will have no appeal rights or course to challenge the determination.

1. If further information is needed, i.e., the Complainant and Respondent substantially disagree about events, the Ethics Committee will assign an Investigator.

1. The Ethics Committee may name additional Standards it believes might have been violated based on the materials. The Investigator will present these to the Respondent as well as those named in the Complaint.

**II. Investigation of Complaint:** The Investigator gathers information to help the Ethics Committee resolve the Complaint. The Investigator is not a mediator, facilitator or spokesperson for the Committee or any party.

1. The Investigator is provided with all written material and any other information the Ethics Chairperson deems relevant to the case.

1. The Investigator may ask each party to provide a list of people whom the Investigator might contact, and a brief statement of what the party expects the person to contribute to knowledge of the allegations. The Investigator conducts interviews at his or her discretion. In many cases, only the two parties may have relevant knowledge.

1. The Investigator will conduct a telephonic interview first with the Complainant and then with the Respondent. The Investigator will contact any other persons deemed appropriate by the Investigator.

1. The Investigator is not required to inform either party of people with whom he/she has spoken or materials collected.

1. The Investigator makes a written report to the Ethics Committee Chairperson. The report includes: the original Complaint, the Response, a log of phone calls and correspondence, a summary of each interview, and any documentation submitted. The report elaborates briefly on these items and includes the Investigator’s observations not obvious in the collected data. The Ethics Committee Chairperson distributes the materials to the Ethics Committee.
2. The Investigator may name Standard(s) he/she believes have been violated in addition to the ones named in the Complaint or added by the Committee.

1. The above materials will be sent to the Complainant and the Respondent when sent to the Committee; unless, at the Investigator’s discretion, some information is withheld from the parties if to do otherwise might seriously jeopardize justice or the physical safety of a party or other person. *Any information sent to one party is sent to the other*.

1. Each party may submit to the Ethics Committee Chairperson a written response to the Investigator’s Report. The response must be sent to the chair within ten (10) calendar days from receipt of the material, as validated by the return receipt.

**Ethics Committee Determination:**

1. Once the Ethics Committee determines no further information is required, or after receiving the Investigator’s Report and responses from all parties, as outlined in IV. H., the Ethics Committee makes a determination.

1. The Ethics Committee determines, based upon the preponderance of the evidence that: 1) No violation of the Standards occurred and the Complaint is not substantiated; or 2) A violation of the Standards did occur and the Complaint is substantiated.

3) Based on the information, the Ethics Committee may determine that additional Standards have been violated.

1. When reviewing cases of racial or sexual harassment, the Ethics Committee reviews the evidence from the perspective of a reasonable person similarly situated to the Complainant in terms of gender, race, sexual orientation, age, disability, religious preference and national origin as applicable.

1. the Ethics Committee makes its determination based on a preponderance of the evidence: a qualitative, not a quantitative, standard of proof that asks whether it is more likely than not that a violation occurred.

1. The Ethics Chairperson informs the INARS Executive Committee of its determination in a Determination Report.

**Recommendations to the INARS Executive Committee:**

A. When the Ethics Committee substantiates a Complaint, its recommendation to the INARS Executive Committee, in the Determination Report, includes one of the following sanctions:

1. Admonishment: This is not a disciplinary action and need not be reported as such. The Ethics Committee finds that the Certified Synergist understands the consequences of his/her action(s) that gave rise to the Complaint, how the action(s) violated Standard(s), and that this admonishment is proportionate to the violation and sufficient remediation.

1. Reprimand: This is a serious reproof or rebuke of the Certified Synergist, and is based upon an assessment that: 1) the Certified Synergist understands and accepts responsibility for the violation and its consequences; and 2) the Reprimand is proportionate to the violation and adequate to ensure future compliance with the SOP/EP. The Ethics Committee may require increased mentoring, continuing education, and/or other stipulations for continued practice. A person or committee may be designated to work with the Certified Synergist to accomplish the requirements. Probation: The violation is of a nature that creates serious concerns as to the safety of the Certified Synergist’s work. The Ethics Committee is unclear whether or not the Certified Synergist understands and/or accepts responsibility for the violation and its consequences and probation is proportionate to the violation. For a designated period of time, the Certified Synergist will follow specific instructions under the direction of the Ethics Committee or its designee. Before the Certified Synergist is restored to full status, the Certified Synergist will meet all the terms imposed and appear either in person or electronically before the Ethics Committee to demonstrate fulfillment of the terms to the committee’s satisfaction. The Ethics Committee then makes a report and further recommendation to the INARS Executive Committee for their final action to lift or extend the probation.

1. Suspension: The violation is of a nature that creates serious concerns as to the safety of the Certified Synergist’s work. The Ethics Committee believes that the Certified Synergist does not understand and/or accept responsibility for the violation. The committee recommends suspension to the Executive Committee, who, if in agreement after giving substantial deference to the recommendation, suspends the Certified Synergist’s certification until a specifically identified problem or condition is addressed and educative/remedial actions have been fulfilled to the satisfaction of the Ethics Committee. Suspension is proportionate to the violation.

1. Recommendation for Decertification: In the Ethics Committee’s judgment, the conduct of the Certified Synergist demonstrates an essential lack of professional knowledge, skills, and/or character: elements which are consistent with being a Certified Synergist. This recommendation represents the judgment of the Committee that the Certified Synergist’s continuing practice constitutes a threat to the well-being of the Certified Synergist, the professional community and/or the public. If the Executive Committee is in agreement, after giving substantial deference to the recommendation, the Executive Committee will decertify the Certified Synergist and inform the Certification Maintenance Committee.

1. The Ethics Committee Chairperson presents the Ethics Committee’s Determination Report to the INARS Executive Committee for adoption. (V.E above)

1. When remedial action is required, the Ethics Committee Chairperson and INARS Board President create a Memorandum of Understanding (MU) setting forth the course of action and time frame the Certified Synergist must meet to fulfill the sanction. The MU is signed by the Certified Synergist, the Ethics Committee Chair and INARS Board President, and any other party to the MU. Only those persons signing the MU will receive copies of it.

1. The INARS Board President mails the Memorandum of Understanding and a Letter stating the finding and sanction (if any) to the Respondent. The Letter is sent at the same time to the Complainant. If the Complainant is a signer of the MU, the MU will be included. These notifications will be sent via Certified Mail, within fourteen (14) days of the Executive Committee’s determination.

1. Failure to comply with all disciplinary and/or remedial actions will result in decertification, as called for in Standard 6.e.

1. After the thirty (30) day Appeal period, if the sanction is probation, suspension, or decertification, the Standard breached, the determination and sanction with the name of the Certified Synergist may be published in the INARS Newsletter (hard copy and/or online).

# Appeal Process

1. A Letter of Appeal may be filed up to thirty (30) days following the notification letter to the Respondent of the final Determination. The letter is addressed to the INARS Board President.

1. Only the Respondent may appeal the outcome of a Complaint Process. Appeals are accepted only on one or both of two (2) grounds, either of which could have substantially altered the outcomes:
2. The Respondent was refused reasonable opportunity to obtain and present evidence within the guidelines; and/or
3. Gross irregularity occurred in the proceedings as established by these procedures (APPENDIX A).

1. Three members of the Board of Directors will constitute the Appeal Panel. The Ethics Chairperson will provide them the materials it received from the Investigator, when there was an investigation; or, the Complaint, Response and the Ethics Committee Determination Report when no investigation occurred.

1. The Appeal Panel decides, on the basis of the written material, whether the criteria for appeal are met. Substantial deference is given to the recommendations of the Ethics Committee. Parties or Ethics Committee members may be contacted for additional information to assist the Appeal Panel in reaching a decision.

1. The Appeal Panel makes one of the following recommendations:
2. Uphold the original decision and sanctions.
3. Reverse the decision and dismiss the case.
4. Revise required sanctions and/or actions.
5. Re-open the Complaint.

1. The Appeal Panel’s decisions are final and binding on all entities.

1. If the final decision is probation, suspension or decertification, the article breached and the final decision, including the name of the Certified Synergist, may be published in the INARS Newsletter, both online and in hard copy.

**Monitoring of Sanctions:**

1. If sanctions are imposed, the Ethics Committee includes in the MU a protocol to monitor the respondent’s progress. The Ethics Committee requires the Respondent to sign releases necessary for evaluating his/her progress and indicates a time-table for evaluation.

1. A sanction is reviewed at the end of its specified time. If the Ethics Committee determines a reasonable need to continue monitoring the Certified Synergist, it may recommend further sanctions or probation for an additional specified time to the Executive Committee. Such additional sanctions will not be imposed lightly, will reflect concern for the well-being of the Certified Synergist, the public and INARS, and will be reviewed by the Ethics Committee within six (6) months of imposition. If/when the remedial actions have been successfully completed, the Ethics Chairperson will send a letter to the Respondent indicating the final disposition.

**Record Retention:**

1. Official files on a case are maintained by the Ethics Chairperson (and Investigator) until final disposition of the case. The official file is then sealed and held by the Ethics Chairperson and is transitioned to the succeeding Ethics Chairperson. The official file consists of: the Complaint, the Response, the Investigator’s Report if there is one, a copy of the Determination Report with specified sanctions, and a copy of the letter notifying the Respondent of the final disposition of the case. This letter shall be affixed to the outside of the envelope containing the file.

1. Investigators, Ethics Committee and Appeal Panel members may keep notes for personal use only. Such notes and all other materials not part of the official record are destroyed at the time of the final disposition of the case. These materials are not part of the official record and are not available to parties or other forums.

1. Files are retained ten (10) years from the date of final disposition. If no further complaints are brought against the Certified Synergist during that period, the file is destroyed. Files concerning decertification are kept indefinitely as are files where membership is withdrawn. Should the Certified Synergist apply for reinstatement, the file will be given to the Certification Maintenance Chairperson.

1. If a complaint is brought against a Certified Synergist during the ten (10) years the file is maintained, the file will be available to the Ethics Committee prior to its determination. If a Certified Synergist is sanctioned additionally during the ten (10) year period, the first file remains appended to the additional during its ten-year period.

1. Except as provided in these procedures, no one is to have access to the contents of these files without Court order or without the written consent of the Ethics Chairperson and INARS President, for extraordinary circumstances.

**APPENDIX B**

# CATEGORIES OF CERTIFICATION FOR THE RUBENFELD SYNERGY METHOD 1. Certified Practitioner of Rubenfeld Synergy

Certified Practitioner of Rubenfeld Synergy designates a person who has met the requirements of the Rubenfeld Synergy Method® Professional Certification Training and has not had his/her certification revoked. Several conditions determine whether they are authorized to use the trademark CRS®.

1.1 All Certified Practitioners of Rubenfeld Synergy who graduated from the RSM Professional Certification Training prior to 2000 and whose certification has not been revoked are grandfathered to be certified in perpetuity without further requirements. Nevertheless, RSM graduate training, continuing education, and ongoing mentoring are strongly recommended for this group.

1.2 All Certified Practitioners of Rubenfeld Synergy who were certified prior to 2000, who have not had their certification revoked, who signed the Standards Of Practice and Ethical Standards document, who forwarded the signed SOP and Ethical Standards document to the Chair of BASEC by September 30, 2000 and who continue to pay their annual Certificate Maintenance Fee and annually agree to abide by the SOP/EP may use the designations of CRS® and Certified Rubenfeld Synergist in perpetuity without additional requirements. If the SOP/EP document was not signed and forwarded by September 30, 2000 the right to use the CRS trademark and the designation Certified Rubenfeld Synergist can be attained only by adhering to certification maintenance requirements as outlined in 8.1.3.

# 2. Certified Rubenfeld Synergist

Certified Rubenfeld Synergist designates a person who has met the requirements of the Rubenfeld Synergy Method® Professional Certification Training and has not had his/her certification revoked.

2.1 All Certified Rubenfeld Synergists who graduated from RSM Professional Certification Trainings in 2000 and thereafter or who successfully graduated from a Rubenfeld Synergy Training professional certification program and successfully demonstrated proficiency on the INARS criteria for certification as a Certified Rubenfeld Synergist may use the designation of Certified Rubenfeld Synergist and the trademark CRS® for 3 years after their certification and every 3 years thereafter as long as they meet certification maintenance requirements as outlined in 8.1.3 or 8.1.4.

# 3. Certified Synergist-Teaching Intern (TI)

Teaching assistants, preparing to become qualified teachers of RSM, are under the auspices of RSM Training Programs licensed by The Ilana Rubenfeld Foundation.

# 4. Certified Synergist-Faculty (Faculty)

The Ilana Rubenfeld Foundation licenses RSM Training Programs and thereby the Synergists who teach in the programs. Criteria for Faculty are overseen by TIRF.

# Certified Rubenfeld Synergist - Mentor (CRS Mentor)

# CRS Mentors are Certified Rubenfeld Synergists who have been designated as mentors who meet the criteria established by the INARS Board of Directors. The Certification Committee of INARS recommends criteria for CRS Mentors which include specific expectations for skills needed to mentor Certified Rubenfeld Synergists.

1. **Certified Rubenfeld Synergist-Master Synergist (CRS-Master)** designates Certified Rubenfeld Synergists who have served with distinction and were designated as Master Synergists by Ilana Rubenfeld and/or other Master Synergists.
2. **Certified Synergist-Inactive Status** designates Certified Synergists who have successfully applied to be placed in an inactive (non-practicing) status for no more than two years. See 8.1.7 for more details.
3. **Certified Synergist-Retired Status** - Certified Synergist Retired status is available to all CS who are 65 years or older, are no longer practicing RSM, nor receiving any remuneration for teaching or mentoring. They are not be required to pay the Certification Maintenance Fee.
4. **Certified Synergist-Non-practicing** - A Non-practicing Synergist designation may be chosen by a person under the age of 65 who has been certified as a Synergist and who is not practicing and does not intend to practice in the near future.

The Non-Practicing status allows for the option to return to Active status if one chooses to. In order to return to Active-Status one must send a Letter of Intent to the Certification Maintenance Committee and complete a process designed by the INARS Certification Maintenance Committee.

**APPENDIX C**

# REGISTERED TRADEMARK

1. THE LISTENING HAND
2. RUBENFELD SYNERGY METHOD ®
3. HEART IN HAND logo
4. CRS
5. DYNAMIC SYSTEM FOR INTEGRATION OF BODY, MIND, EMOTIONS & SPIRIT

The proper use of all trademarks will be determined and communicated by The Ilana Rubenfeld Foundation.

# APPENDIX D EXAMPLES OF CLIENT CONSENT FORMS INFORMED CONSENT FOR RUBENFELD SYNERGY METHOD® SESSIONS

As a client, I, , hereby give consent for to provide

Rubenfeld Synergy Method (RSM) sessions. I understand that RSM is a holistic, alternative healing method and a body- centered, psychophysical educational approach using gentle and respectful touch, verbal dialogue and movement, and is conducted with the client fully clothed, either lying down, sitting up, standing or moving.

I understand will be using touch and gentle movement. I understand Rubenfeld

Synergy sessions will be done with absolute respect for me and only with my absolute full permission. I give permission for to use touch and gentle movement during sessions.

I understand that during the course of Rubenfeld Synergy® sessions, there may be sessions when there is no touch or movement. These sessions may occur because either or I decide that the session may only involve talking, sharing information and processing my experience or when one of us prefers to not use touch for physical or emotional reasons.

I understand that I may stop the session at any time by request.

I know of no physical or emotional reason why the Rubenfeld Synergy Method® would be inappropriate for me.

I understand all interactions are confidential. I can relate my experience to anyone of my choosing, but no reference to our sessions will be made by the Synergist to anyone at any time, with the exception of talking with her/his Mentor for the purpose of evaluating her/his own progress. I understand that the exception to the assurance of confidentiality is that if, in the judgment of the Synergist, I, or someone else, is in imminent danger, then the Synergist will comply with the mandates within her/his jurisdiction to report danger or abuse.

I understand that does not treat, prescribe for or diagnose any illness, disease or any other physical or mental disorder, injury or condition. Nothing said or done by

 should be construed in this way. I further understand that

 is not attempting to practice medicine, osteopathy, chiropractic, psychotherapy, or physical therapy.

I have been able to ask questions regarding the Rubenfeld Synergy Method®, its Ethical Principles, and my participation as a client.

I have read the above information regarding RSM, and by signing this form I am agreeing to participate in this approach involving touch and movement.

*Client’s Signature Date*

*Print Name:*

 *Synergist’s Signature:*

 *Date*

# AUTHORIZATION FOR RELEASE OF INFORMATION

Clients Name: Date of Birth:

Clients Signature and/or Responsible Party:

This authorizes to release confidential information and/or records concerning the above client to:

The specific type of information I authorize to be released:

Purpose

The purpose of this release of information is to improve assessment and the planning of RSM services, to share information relevant to RSM service and when appropriate to coordinate RSM services. If another purpose is intended please specify:

I understand that the information I authorize to be shared will disclosed in the following manner: verbally in paper format electronically in person.

This *Authorization of Release of Information* is void after one hundred-eighty (180) days from the below date: Or, under the following circumstances:

Completion of RSM services

Other

Date:

Client’s Printed Name: