

# SMOKH/PODR CONSENT AND DISCLOSURE FOR SERVICES



(Your signature on this agreement is required before services will be provided)

**DEFINITIONS:** For purposes of this agreement the term **SMOKH/PODR** will refer to the Sovereign Medical Order of the Knights Hospitallers, Path of Divine Restoration and will include "WONMP" as the Chartered Membership registry/division, and/or, SMOKH affiliates. The term **Counselor** and/or **Practitioner** will be used herein to refer to SMOKH/PODR Privately Certified and Licensed Practitioners. You will be hereinafter referred to as **Counselee** and/or **Member**. The term **PARTIES** will refer to **SMOKH, Counselor/Practitioner** and **Counselee/Member** collectively.

**DISCLOSURE:** The Sovereign Medical Order of the Knights Hospitallers (SMOKH) is a global independent ecclesiastical jurisdiction that privately certifies, oversees and licenses Ministers (clergy) to counsel individuals in Bible based health care through Private Expressive Association. Private Certification and Licensure as issued by SMOKH signifies that practitioners have met educational standards as established by SMOKH. SMOKH is the ecclesiastical supervisor of the clergy and directs them to act privately on behalf of the Order through Letters of Direction and Certification.

SMOKH credentials are considered "Ministerial" issued by a Recognized Religious Organization, not a "State license". Practitioners operating within the confines of the U.S. are exempt from State licensure under Clergy exemption to the extent they provide private expressive association services under Letter of Direction and Credentialing. Counseling services include scripturally prescribed assistance with Physical, Mental and Spiritual distress, utilizing God-Given natural therapies, methods, foods and remedies. Counseling services do not include those methods and substances created and controlled by government licensure such as trauma care, surgery, invasive therapies and/or use of chemically modified substances and medications, nor services for acute and life threatening injury and illness. It is your choice and responsibility to seek such regulated treatment services when appropriate.

**YOUR RIGHT TO CHOOSE:** You Have A Choice when it comes to health conditions of Physical, Mental and/or Spiritual nature, and we ask that you read, understand and acknowledge your choice and request for our service as follows:

Notice and Declaration of 9<sup>th</sup> Amendment and God-Given Rights. I, the undersigned, hereby declare the following rights, as God-Given, and as reserved to the people, under the 9<sup>th</sup> Amendment to the Constitution of the United States of America, and which rights I reserve as follows:

1. I reserve the right to seek or ask health care questions, therapeutic advice, counsel, information, recommendations, assessments, evaluations, test, regimens or modalities from the doctor, nutritionist, practitioner or counselor of my choice, for any health reason or purpose.
2. I reserve the right, and accept the responsibility that comes with such rights, to make my own decision as to the qualifications of any doctor, nutritionist, counselor, naturopath, practitioner or otherwise that I choose as my health advisor(s).
3. I reserve the right to Freedom of Choice in Health Care in its most liberal construction, including the right to choose my own diet, obtain, purchase and use any treatment, therapy, regimen, modality, herb, food, medicine or product for any health condition I may have, as evaluated by myself, my counselor or other advisor(s) acceptable to me.
4. The enumeration, in this declaration, of these rights shall not be construed to deny or disparage others retained by me, or my right to amend this declaration at any time.
5. I completely understand that the counselor or practitioner that I choose to seek advice from is acting solely at my request to assist me, and I therefore hold harmless such advisor, and defend the right of my chosen advisor to provide me such solicited advice, from any attempted sanction or interference by any other individual, State or otherwise. **I make this agreement of my own free will and with prejudice.**

**YOU ALSO HAVE THE RIGHT AND RESPONSIBILITY** before seeking service from Practitioners, To: (1) decide whether the Practitioner and his/her qualifications and experience are acceptable to you in counseling you in health matters (2) to accept or refuse any assessment, examination or therapeutic approach (3) to be informed about charges for services, before those services are provided (4) seek advice/assistance from another practitioner/provider anytime you are ill or are in doubt about a service.

**CONFIDENTIALITY:** SMOKH/PODR practitioners are clergy and are classified as such under state law, and any information you provide during private sessions is considered confidential. As such, no information may be released without your express consent, except as required under law. As a standard rule (which may vary by state) if the Practitioner becomes aware of information concerning abuse, danger, harm or threatened harm to you or others, he or she is expected and required to report such to the proper authorities.

**AGREEMENT:** *Parties agree* that in all cases, scripturally valid practices will be followed in the provision of services under Private Expressive Association, and that either party may terminate services and the Private Expressive Relationship at any time in writing and without cause, however, each will continue to be bound forever to the terms herein for all services, action or activities that occurred prior to such termination just the same as if termination never occurred. In the event Counselee is dissatisfied for any reason with services, or otherwise would seek any form of satisfaction, reimbursement or compensation, it is hereby understood that Counselee's exclusive remedy is outlined herein, and that no other punitive or compensatory reimbursement or award of any kind will be sought or due counselee. **COMPLAINTS & REMEDIES:** Practitioners are accountable to the private SMOKH Standard Code of Ethical Standards (CES) which may be viewed on-line at [www.wonmp.us](http://www.wonmp.us). Complaints may be filed in accordance with instructions in the CES. In the event Counselee is dissatisfied with services provided by Counselor, Counselee is entitled to file a formal complaint. In such event, the terms of the CES as scripturally valid will govern any action. Counselee agrees that if he or she is not satisfied with remedies provided for in the CES, that non-judicial arbitration will be the exclusive remedy. Such arbitrators will consist solely of Counselors peers, and will include (2) arbitrators chosen by the Counselor, and (2) chosen by the Counselee. In the event of any disagreement in choosing arbitrators, location of arbitration or otherwise, SMOKH Board of Examiners will intervene, and all decisions by such Board will be accepted as final by Counselor and Counselee. In no event will Counselor or Counselee act to move any complaint or action to a judicial level, outside of or beyond agreed arbitration, and both hereby agree, as a contracted condition of services, to accept the arbitrator's decision as final and exclusive remedy in settling all disputes and civil complaints. This agreement for remedies does not extend to or include criminal acts which should be reported to the proper authorities.

**CONSENT:** By affixing my signature below, I accept Counselor/Practitioner qualifications and services, and hereby request that services be provided to me under private expressive association. I am fully informed and have read, understand and agree to the terms herein.

Counselee Name: \_\_\_\_\_ Counselor Name: \_\_\_\_\_

Counselee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_