

POLICIES, TERMS & CONDITIONS

Thank you for choosing us to help you meet your health goals!

INSTRUCTIONS (4 THINGS...)

1. Please answer the first 6 questions below (email address, your name, age, gender, phone # and today's date)
2. After that, please review the POLICIES, TERMS & CONDITIONS info that follows
3. After that, please type the name of anyone you want to have access to your PROTECTED HEALTH INFORMATION in the space provided at the next to last question.
4. And after that, please type your initials in the space provided at the last question, indicating that you've read, understand and agree to abide by all of the policies, terms and conditions listed below.

* Required

1. **Email address ***

2. **First & Last Name? ***

3. **Age? ***

4. **Gender? ***

Mark only one oval.

Male

Female

Other:

5. **Phone Number? ***

6. **Today's Date? ***

Example: December 15, 2012

POLICIES, TERMS & CONDITIONS

POLICIES, TERMS & CONDITIONS (SUMMARY)

1. SCOPE OF PRACTICE & DISCLAIMER

Agape Health Solution LLC (below referred to as AHS) provides health coaching, nutrition coaching, personal training and related services. We are not licensed medical doctors.

2. NON-TRANSFERENCE OF INDIVIDUAL SERVICES

Unused services cannot be transferred to another person.

3. NEED FOR ACCURACY & FULL DISCLOSURE IN CLIENT REPORTING

A client's disclosure of accurate, up-to-date, complete health information is a crucial component of the administration of safe and effective health coaching, nutrition coaching, personal training and related services.

4. ASSUMPTION OF RISK & RELEASE OF LIABILITY

There is risk in any worthy health endeavor. At AHS we do our best to provide services that reduce that risk as much as possible. Before working with us we require our clients to acknowledge the risk involved and release us from all liability resulting from their interactions with us.

5. CREDIT/DEBIT CARD PROCESSING & INFORMATION STORAGE POLICY

As a general practice we do not store or keep our client's financial information on file.

6. NO LARGE PACKAGES & NO LONG-TERM CONTRACTS

We don't sell large packages and we don't do long-term contracts (1 month is the longest).

7. SCHEDULING POLICY (CANCELLATION, RESCHEDULING, NO-SHOWS, LATE-SHOWS)

In the spirit of valuing both our client's and staff's time, we have a relatively firm scheduling policy that includes scheduling all purchased sessions in advance and requiring both clients and staff to give at least 24 notice of session cancellation or session rescheduling in order to avoid being penalized.

8. EXPIRATION & ROLL OVER POLICY

All purchased sessions expire 30 days from the date they are purchased. Unused sessions cannot be "rolled over" into the next month.

9. REFUND POLICY

Our general refund policy is no refunds. Once purchased, sessions cannot be redeemed for cash value. Our staff reserves the right to issue refunds (in full or in part) based solely on their discretion.

10. NOTICE OF PRIVACY PRACTICES (INCLUDING HIPAA, PHI & CONFIDENTIALITY)

While AHS is not legally required to abide by HIPAA guidelines, we take the security and privacy of our client's health information very seriously. In the spirit of transparency and immediacy we also ensure our clients have immediate access to all the health information we have on them.

11. INFORMED CONSENT & CLIENT SIGNATURE

By signing the policies, terms & conditions form, the client acknowledges that he/she has reviewed all the sections and fully understands and agrees to abide by all stipulations listed therein. By signing the policies, terms & conditions form, the client also acknowledges the application of all of the stipulations of the aforementioned policies, terms and conditions in regards to any minor he/she is guardian of and responsible for, who is presently receiving, or will be receiving, any services from AHS.

POLICIES, TERMS & CONDITIONS (FULL VERSION)

1. SCOPE OF PRACTICE & DISCLAIMER

AHS is owned by Drew Dreiling, a certified health coach with over 10 years experience as a nutritionist, personal trainer and wellness professional. Drew and the rest of the staff at AHS have been trained to provide services from a holistic, integrative, natural-leaning perspective. This approach permeates the entire client experience, from initial comprehensive health assessment to customized health planning to the guidance, support and accountability provided by the staff as staff and client work together to improve and optimize the client's health. We are not licensed medical doctors and do not offer many of the services a licensed physician may offer (ex. ordering medical tests, prescribing drugs, performing invasive procedures, etc.).

We strive to provide safe and highly effective products and services but we stress it is ultimately the client (or if a minor, the client's legal guardian) who decides which health choices are most appropriate for the client's specific situation. We strongly recommend our clients consult with other qualified healthcare professionals before beginning (or significantly modifying) a personal health regimen.

2. NON-TRANSFERENCE OF INDIVIDUAL SERVICES

Every person's health background and current situation is unique, and our coaching service formulates specific, customized plans, recommendations and support strategies based off that unique information. Because of that, transferring unused sessions or services to another person (friend, family member, etc.)

would require the completion of another initial comprehensive health assessment and the formulation of new, personalized health plans, recommendations and support strategies.

Our service options are set up so that a person can purchase either a month-to-month service or a one-time assessment and customized plan session (a la carte sessions can also be purchased thereafter). Our service is not set up to allow for the easy transference of unused sessions or services from one person to another, therefore, the use of individually-purchased services (whether one-time or on-going) is restricted to the individual purchasing the service (or if purchased for another, restricted to that individual).

3. NEED FOR ACCURACY & FULL DISCLOSURE IN CLIENT REPORTING

Formulating safe, highly-effective health plans, recommendations and intervention strategies is contingent on the health professional receiving accurate, up-to-date information from the client. Inaccurate or undisclosed information (especially pertinent health information) can have a negative effect on the staff-client experience and the health outcomes resulting from it. We encourage and advise our clients to consult caregivers, spouses, other health providers, their medical records and other health-related tracking and monitoring devices in order to relay the most accurate and up-to-date health information to the staff at AHS.

4. ASSUMPTION OF RISK & RELEASE OF LIABILITY

There is always some risk involved in any worthy health endeavor. At AHS, we aim to provide health-related services and products that offer the highest reward (i.e. health result) with the lowest possible risk. While it is our duty to strive to promote health and do no harm, the person(s) considering our health products or services also has a responsibility in discerning whether the health product or service in question is appropriate, beneficial and of good value for their specific situation.

We advise all potential clients NOT to use any of our services (or apply information derived from any of our products or free materials) if they are not willing to assume full responsibility for doing so. As previously stated, we strongly recommend our clients consult with other qualified healthcare professionals before beginning (or significantly modifying) a personal health regimen.

With that in mind, before engaging in any of our coaching services we require that our clients:

Recognize the inherent risk present

Recognize our commitment and efforts to reduce that risk

Recognize their responsibility in determining whether our service is appropriate and of good value for their specific circumstance

Release AHS and all its employees and affiliates from any and all liability resulting from their interactions with us

By signing below the client attests and affirms that AHS, Drew Dreiling and all employees and affiliates are in no way responsible for any adverse effects or consequences resulting from the client's interactions with the aforementioned company and individual(s). This includes the client's use of any products, publications, plans, programs, procedures, protocols, suggestions, recommendations or any other information originating from AHS, its employees and affiliates. The client agrees to waive, release, and hold harmless AHS, its employees and affiliates from any effects experienced from paid or free services or products offered by AHS, its employees and/or its affiliates. The client also agrees to bring no lawsuit (criminal or civil) against AHS, its employees and/or its affiliates for any effects experienced from paid or free services offered by AHS, its employees and/or its affiliates.

5. CREDIT/DEBIT CARD PROCESSING & INFORMATION STORAGE POLICY

We currently use Square, Inc. for credit/debit card processing (see www.squareup.com for more info). We take the security of our client's and customer's financial information very seriously. As a general practice, therefore, we do not store/keep our client's financial information on file. We can keep such information on file if a client believes they are likely to utilize more than one transaction's worth of our services.

6. NO LARGE PACKAGES, NO LONG-TERM CONTRACTS, AUTO RENEWAL POLICY

We believe in earning our client's trust. We don't like being tied into long-term contracts ourselves and we don't like "surprise" withdrawals showing up in our bank account. In like manner we at AHS don't market or offer long-term contracts and packages like some companies require (for example, our longest "contract" is 30 days long).

AUTO-RENEWAL

Our general policy is NOT to auto renew one-on-one clients' packages unless they request it. For our group coaching clients we generally DO auto-renew, for the sake of easier client management on our end. For group coaching clients wishing to cancel their membership we ask that they notify us in writing AT LEAST 10 DAYS BEFORE their package payment is set to process/renew.

7. SCHEDULING POLICY (CANCELLATION, RESCHEDULING, NO-SHOWS, LATE-SHOWS)

The staff at AHS strive to offer the highest-quality health services available. Our owner has been passionate about all aspects of healthcare for more than a decade and has dedicated himself to finding health-related solutions, interventions, protocols and strategies so that every person he comes into contact with, regardless of health situation, might experience a dramatic improvement in their health and wellness. He is also dedicated to teaching these solutions, interventions and strategies to his staff and affiliates.

The staff at AHS pride themselves not only on their professional skill set and concern for the welfare of others, but also on being prepared to deliver a professional, inspiring, educational and supportive client experience for each and every scheduled session. We place a high value on our clients and their schedules and time, as well as our staff and their schedules and time- particularly scheduled sessions. When a client schedules a session with us, we are agreeing to block off that time in order to fully focus on improving and optimizing the health of that individual.

When a client doesn't arrive for a scheduled session, the client loses valuable motivation, guidance, support and accountability, and often health progress is slowed significantly. When a client arrives late to a scheduled session (ex. arrives 15 minutes past the scheduled session start time), the value of the session is diminished. And when a client cancels or reschedules on short notice, the client loses a valuable health service and health progress may be slowed. With all of this in mind, and in the spirit of valuing both our client's and staff's time, we have implemented the following scheduling policy:

FOR CLIENTS...

All sessions must be paid for in advance, and all purchased sessions are scheduled immediately upon purchase. For example, if 4 sessions are purchased, all 4 sessions are then immediately scheduled. To cancel or reschedule a session and avoid being charged for that session, the client must notify staff (through a successfully-received phone call, voicemail, text message or email) at least 24 hours before the scheduled session time. For example, if your scheduled session is at 9am EST on Tuesday and you need to reschedule, please let staff know before 9am EST that Monday. In like manner, if staff needs to cancel or reschedule a session, staff must notify the client at least 24 hours before the scheduled session time in order to avoid refunding the client the full value of the session. Clients are charged for sessions where the client does not show up (i.e. "no shows").

FOR STAFF...

In like manner, staff will refund the client the full value of the session if staff does not show up (i.e. "no shows"). If a client arrives late to a session, staff will work with client to the end of the originally scheduled session. For example, if a session was originally scheduled from 4:30-4:55pm EST and the client arrives at 4:45pm EST, staff will service the remaining 10 minutes. If staff arrives late to a session, staff will work with client to the end of the originally scheduled session, and will refund the client the appropriate prorated amount for the session time missed. We understand that emergencies can and do happen and that schedules and plans can change due to unforeseen circumstances. As such, staff reserve the right to overlook a client's infraction of this policy at their sole discretion.

8. EXPIRATION & ROLL OVER POLICY

We believe there is tremendous value in the services we provide. Generally speaking, the more frequent a client has a session, the better results that client gets. And we want our clients to get GREAT RESULTS! Because of this we've implemented the following expiration and roll over policy:

PURCHASED SERVICES & SESSIONS EXPIRE 30 DAYS FROM PURCHASE: Purchased sessions expire 30 days from the date that they are purchased. For example, if a monthly package including 6 sessions was purchased July 4th, then the final day those sessions could be used would be August 2nd (30 days from July 4th). This is to encourage a consistent coaching habit among our clients (increasing the likelihood of significantly positive results!).

NO "ROLL OVERS" FOR EXPIRED BUT UNUSED SERVICES OR SESSIONS: In the same way unused sessions cannot be "rolled over" into another purchased package. For example, say a monthly package of 6 sessions was purchased July 4th. Five sessions were used by August 2nd. On August 3rd the client wants to continue working with us and purchases another monthly package. The one session that wasn't used on the previous package cannot be "rolled over" and used along with the sessions in the new package.

A LA CARTE SESSIONS: Note that we do offer individual a la carte sessions, which are available only to

clients who have already purchased either a monthly package or one-time assessment and planning package. A la carte sessions have a 30-day expiration date and do NOT affect the expiration date of previously purchased and scheduled sessions.

9. REFUND POLICY

We strive to pack incredible value into our services. In truth, we believe that what we charge for our services is far less than the actual value! We don't offer large packages or long-term contracts. We have a thorough pre-qualification process that all our prospective clients go through before becoming clients. We do all of these things in order to increase the likelihood that the people who work with us will have an amazing experience and achieve incredibly positive health results.

Our general refund policy is no refunds. Once purchased, sessions cannot be redeemed for cash value. Our staff reserves the right to issue refunds (in full or in part) based solely on their discretion, should a situation arise where a client asks for a refund.

10. NOTICE OF PRIVACY PRACTICES (INCLUDING HIPAA, PHI & CONFIDENTIALITY)

This notice describes how medical and health information about you may be transferred, stored, used and disclosed, and how you can get access to your health information. This notice also covers privacy-related topics relevant to healthcare services, including the Health Insurance Portability & Accountability Act (HIPAA), Protected Health Information (PHI) and how these (and other) topics relate to the client experience at AHS.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA): The Health Insurance Portability & Accountability Act of 1996 is federal legislation that provides security and privacy provisions that covered entities (more on that below) are required to abide by, to safeguard an individual's sensitive medical and health information.

PROTECTED HEALTH INFORMATION (PHI): HIPAA's Privacy Rule, or more formally, Standards for the Privacy of Individually Identifiable Health Information, issued by the Department of Health and Human Services (HHS), establishes a set of national standards for the protection of certain health information. The standards address the use and disclosure of individuals' health information (called protected health information or PHI) by organizations subject to HIPAA's Privacy Rule — called covered entities — for various purposes. It also sets standards for individuals' privacy rights to gain access to, be informed of, and control how their health information is used.

PHI includes common demographic information such as name, physical address, phone number, date of birth, social security number, etc., as well as past, present or future information about the individual's physical or mental health condition, payment status and chosen healthcare services. In other words, PHI is individually identifiable health information that is held or transmitted by a covered entity (or its business associate) in any form or media, whether electronic, paper, or oral.

AHS IS NOT A COVERED ENTITY AS DEFINED BY HIPAA: HIPAA defines covered entities as healthcare organizations that engage in "standard transactions." These standard transactions include claims and encounter information, payment and remittance advice, claims status, eligibility, enrollment and disenrollment, referrals and authorizations, coordination of benefits and premium payment. In short, these transactions involve health insurance providers. AHS does not accept health insurance- we are a "cash only" service. Because of this we do not engage in "standard transactions" as defined by HIPAA and are therefore not a HIPAA-defined "covered entity," formally absolving us of HIPAA requirements. Note also that we are not licensed physicians, which absolves us of the requirements of similar state laws where our business is registered (e.g. South Carolina Title 44 Chapter 115 or the Physicians' Patient Records Act). See www.hhs.gov/hipaa and www.scstatehouse.gov/code/t44c115.php for more information.

OUR HEALTH INFORMATION PRIVACY & SECURITY POLICY: While we are not legally required to abide by HIPAA guidelines (or SC Code Ann. § 44-115), we take the privacy and security of our client's health information very seriously and have adopted a policy that is in many ways similar to the HIPAA guidelines...

- Under normal circumstances, only AHS staff have access to client's information.
- All AHS staff are required to sign an agreement stating they will not share client's health information with anyone outside the company under normal circumstances.
- All phone conversations between staff and client are recorded (using Call Recorder app), archived and are available to clients at their request.
- All email correspondence sent from AHS staff that contains identifying health information is encrypted (using FlowCrypt for Gmail). All email is archived and available to clients at their request.
- All text messages are archived (using SMS Backup+ app) and available to clients at their request.

- All communication sent and received via online messaging service (using Google Hangouts Chat) are archived and available to clients.
- If you prefer to conduct your sessions via video conferencing (using Google Hangouts Meet), please communicate with staff beforehand in order to determine the recording capability of the specific platform.
- All documents and files contained in a client’s file are also available to the client via Google Drive (secure cloud storage).
- Disclosure of identifying health information to another healthcare provider (as in the case of a referral or for coordinating care) will only transpire with the client’s recorded consent.
- Disclosure of identifying health information to family members, law enforcement or other pertinent personnel may occur without client consent if the client presents a serious and imminent threat of harm to self or others.
- Disclosure of client information to consumer reporting agencies (limited to specified identifying information about the individual and his/her payment status and history) may occur without client consent if the client is grossly negligent on payment for services rendered.
- Certain federal organizations (such as the FDA and CDC) and their personnel as well as certain law enforcement and legal organizations and their personnel may be able to access client information without client consent.
- Individuals who have Power of Attorney may be able to access client health information without client consent.
- Parents and legal guardians of children 17 years old and younger may have access to their child’s information without the child’s consent (for legal reasons we do not work with minors without also working with their parent(s) or legal guardian(s)).

The information contained in your client file is protected (in part or in full) from all other parties unless you give expressed, recorded consent. Please use the lines below to specify who you would like to have access to your health information. This may include a spouse or significant other, an adult child, a caretaker, an employer, or any other person or organization you would like to give access to.

11. INFORMED CONSENT & CLIENT SIGNATURE

By signing below the client acknowledges that he/she has read all the sections above in their entirety, and fully understands and agrees to abide by all the policies, terms and conditions therein. By signing below, the client also acknowledges the application of all the above policies, terms and conditions in regards to any minor he/she is guardian of and responsible for, who is presently receiving, or will be receiving, any services from AHS.

7. Would you like anyone to have access to your Protected Health Information? If so, please list their name and relationship to you in the space below (if no one type NA) *

8. By typing your initials below, you acknowledge that you've read, understand and agree to abide by the policies, terms & conditions listed above, and that your initials effectively serve as your digital signature. *
