

Functional Health Consulting Client Forms

Please return your completed forms <u>at least three days</u> prior to your appointment. Thank you!

Welcome!

I am honored to work with you on your journey to optimal health.

To ensure that you are fully informed about my functional health consulting services and policies, please read and make sure you understand the following documents. Please let me know if you have any questions. I have also included a short bio so you can get to know me as well as a list of all the Gatherings I offer!

Then please sign the *Client Agreement for Functional Health Consultations* and *Financial and Cancellation Policies* to acknowledge your understanding and agreement prior to beginning our work together.

New Functional Health Consulting Client Forms:

- Bio and List of Gatherings
- Calm Over Chaos Practice Policies
- Client Agreement for Functional Health Consultations
- Client Consent to Email and Text Messages

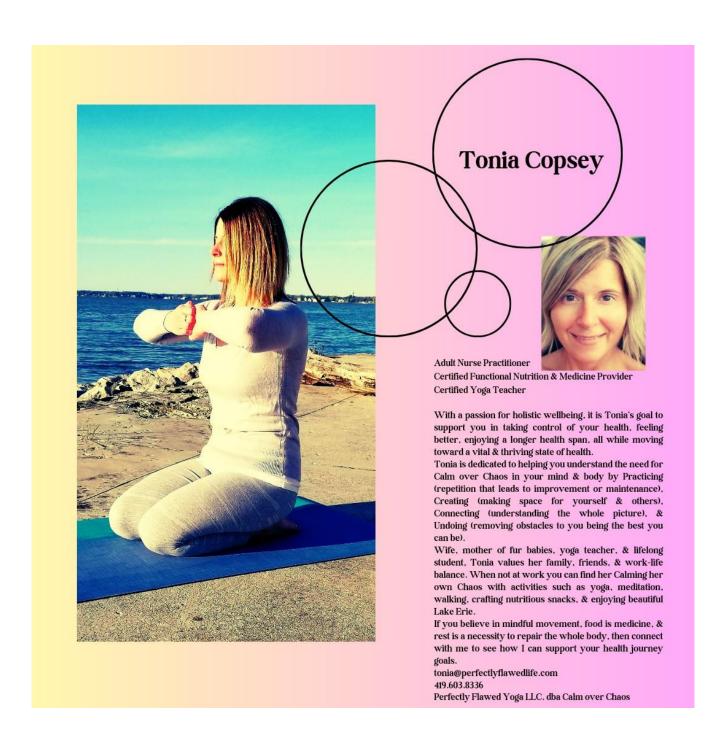
If you have questions about these forms or policies, please call 419-603-8336 or email tonia@perfectlyflawedlife.com.

Thank you, and I look forward to working with you!

Warmly,

Tonia Copsey







The Gatherings

Functional Health Consultation Gatherings (aka Appointments):

- **Connect Gathering** (30 min): Free
 - Free Gathering where we spend 30 minutes via phone or in-person to get to know each other and discuss your goals, concerns, commitments, barriers and 1 supportive suggestion will be provided to start your health journey.
- **Practice Gathering** (55 min): \$150
 - o Initial Health Survey review
 - O During this Gathering, we spend 55 minutes in-person reviewing your consultation and health survey forms (over 250 questions!) which will be emailed to you after the Connect Gathering and should be filled out and either sent back prior to our visit or brought to the visit. General health handouts will be provided at this Practice Gathering as well as 1 or 2 supportive suggestions to continue you on your health journey.
- Create/Undo Gathering (55 min): \$150
 - o Supporting your health longer follow-up session
 - Ouring this Gathering, we spend 55 minutes in-person discussing the supportive suggestions that I have researched for you since our last gathering based on your health concerns. This can include anti-inflammatory foods, movement, rest, stress relieving tips, supplements/herbs, and other adjunctive modalities such as suggestions for chiropractic, massage, yoga, reiki, physical therapy, reflexology, infrared sauna, and meditation... just to name a few!
- Create/Undo Ongoing Support Gathering (30 min): \$95
 - Supporting your health ongoing support gathering (shorter follow-up session)
 - During this Gathering, we spend 30 minutes reviewing what has improved or maintained your function, lack of improvement and what can be adjusted so that you can experience positive change.
 - Every 3-4 weeks is suggested for Gatherings, depending of course on your goals and needs. Please note that changes often take at least 12 weeks to notice!
- Investment in Yourself: Pay \$375 upfront for the above 4 Gatherings for a savings of \$20
 - Ongoing gatherings will be provided for the discounted rate of \$75.

*Please note that payment is due upfront and if you decide to cancel early, you will lose the discount, and will only be refunded for unused gatherings minus any discount.

- 8 weeks to Less Inflammation Program: \$400
 - 8 30 minute Gatherings We meet 8 times for 30 minutes each. This is 240 minutes in total of supportive suggestions about a different topic each week. We start with an introduction to inflammation. Handouts and recipes are provided.
 - * If you decide to cancel early, you will only be refunded for any gatherings not already received.



Calm Over Chaos Practice Policies

<u>Functional Health Consultations – No Medical Advice</u>: I'm excited to work with you, but first it is important that you clearly understand the nature of my functional health consulting services. While I am a licensed Registered Nurse and Nurse Practitioner in the State of Ohio, I do not provide Nurse Practitioner services through functional health consultations. This means that I will not be providing medical advice, diagnosis, or treatment to you. I will not diagnose or treat any disease or medical condition, prescribe any medications, order diagnostic laboratory tests, or otherwise be practicing as a nurse practitioner.

Instead, I will be your guide and educator, providing education and consultation about health, wellness, nutrition, and lifestyle strategies for optimal health. I am dedicated to helping you understand the need for Calm Over Chaos in your mind and body by practicing (repetition that leads to improvement or maintenance), creating (making space for yourself and others), connecting (understanding the whole picture), and undoing (removing obstacles to being the best you that you can be). My tools are mindful movement, food as medicine and rest as a necessity to repair the whole body.

Functional health consultations are adjunctive only, and are not a substitute for the advice, diagnosis, and treatment of a physician or other primary care provider. You will need to maintain care with a licensed provider who can provide medical care to you, including performing physical examinations and screenings, ordering laboratory tests, providing medical advice, and prescribing any needed medications.

Functional health consultations are designed to empower you with the tools and education to take charge of your health. In my functional health role, I will provide recommendations and suggestions only, and I will not alter the treatment plans of your medical providers. I suggest that you speak with your primary care physician or other primary care provider whose care you may be under before you make any changes to any treatment regimen. I have provided the attached *Client Agreement for Functional Health Consultations* for you to sign to acknowledge that you understand the nature of my functional health consulting services.

<u>Payment</u>: We require payment at time of your appointment unless otherwise specified. You can pay with cash, check- written out to Perfectly Flawed Yoga LLC, or by venmo @Tonia-Copsey.

<u>No Insurance or Medicare</u>: Perfectly Flawed Yoga LLC dba Calm Over Chaos is a fee-for-service business and is not contracted with any insurance carriers. Additionally, functional health consultations are not a form of medical care. Therefore, Perfectly Flawed Yoga LLC dba Calm Over Chaos cannot and does not accept or bill insurance or Medicare or submit claims for any services. Because no diagnoses are made during functional health consultations, no superbills can be provided.

<u>Cancellation</u>, <u>Rescheduling</u> and <u>Missed Appointment Policy</u>: When you schedule an appointment, that time is reserved especially for you. Therefore, Calm Over Chaos requires that cancellations and scheduling changes be made at least 24 hours (one business day, M-F) prior to your scheduled appointment. Monday appointments must be cancelled before 5pm the Friday prior. There is no charge for cancelling or rescheduling at least 24 hours (one business day, M-F) before your scheduled appointment. For cancellations made less than 24 hours (one business days, M-F) before your scheduled appointment and No-Shows (Missed Appointments), you will be charged the full cost of the scheduled appointment. You may cancel your appointment by calling 419-603-8336 or emailing tonia@perfectlyflawedlife.com.

<u>Late Arrival Policy</u>: If you arrive late to your appointment, your appointment will end at the scheduled time, and you will be charged for the full length of the originally scheduled appointment.



No Medical or Disability Forms Completion: Calm Over Chaos does not fill out medical or disability forms for clients. We do not submit medical notes to support disability claims.

Records from Healthcare Providers: Medical records can only be released with your authorization. It is your responsibility to obtain health records from physicians or health care providers that you wish Tonia Copsey to review. If you feel your medical records are pertinent to your appointment with Tonia, please contact your physician or other health care provider to obtain these records and make sure that we have received them at least 2 days prior to your initial appointment. *Please note that Tonia only reviews medical records to provide information and education from a functional health perspective and not to provide medical advice*

Your medical records can be mailed or emailed to:

Perfectly Flawed Yoga 3069 E. Shore Dr. Port Clinton, Ohio 43452

Email: tonia@perfectlyflawedlife.com**

**Please notice that email is not considered to be a secure method to transfer information.

<u>Supplements:</u> All of the supplements that are discussed at Calm Over Chaos should be available for purchase at an online store or in person at a pharmacy/health food store/drug store. Tonia researches each of the supplements and herbs before discussing and recommending them. The supplements industry is not regulated and therefore, majority of the supplements we recommend are professional grade. You are not obligated to purchase supplements.

Phone Calls and Messages between Appointments:

- If you have a health-related question, need consultation or guidance, or adjustment of your current health concept plan you will need to schedule an appointment. Phone calls and emails between appointments are not a substitute for paid appointments.
- Phone messages left will be responded as soon as possible, and usually between 1 and 2 business days. To reach Calm Over Chaos, please call 419-603-8336.
- When leaving a phone message, please be brief and include the following information:
 - Your full name and spell your first and last name
 - Reason for call
 - Your phone number.
- For questions about supplements, herbs, or reaction to shared health concepts, email tonia@perfectlyflawedlife.com and write your name, name of supplement, and a short description of your inquiry. If you would like to email, you will need to sign the Consent to Email and Text Messages.
- Please note that WE CANNOT DISCUSS HEALTH RELATED QUESTIONS THROUGH EMAIL.
- If you have a medical, psychological emergency, an acute injury, or fever, call 911 or go directly to the nearest Emergency Room.

By signing below, you agree that you have read, understand, and agree to the terms of the Calm Over Chaos Practice Policies and accept full financial responsibility for services rendered at time of service.

Signature of Client/Legal Representative	Date
Client Name (print)	Representative Name/Relationship to Client



Client Agreement for Functional Health Consultations

This Client Agreement for Functional Health Consultations (this "<u>Agreement</u>") is between Perfectly Flawed Yoga LLC dba Calm Over Chaos ("<u>Calm Over Chaos</u>") and the client named below ("<u>you</u>") and sets forth the terms and conditions of the functional health consultations provided by Tonia Copsey. By signing this Agreement, you acknowledge and agree to the following:

1. Education and Information - No Medical Advice.

- 1.1. I understand that the purpose of functional health consultations provided by Calm Over Chaos is to provide general information regarding health and wellness. I understand and acknowledge that Tonia Copsey is not acting in any capacity as my medical provider or nurse practitioner, but rather, is providing general functional health and wellness consulting and education. I understand that Tonia Copsey will not be providing any medical advice, diagnosis, or treatment of any physical or mental health condition.
- **1.2.** I understand that the functional health consulting I receive from Calm Over Chaos does not constitute medical advice and is not a substitute for medical advice from a physician or other primary care provider. I acknowledge that I must maintain medical care with a physician or other licensed healthcare provider. I understand that my primary care physician and/or other licensed healthcare providers should be regarded as the primary source of information about diagnosis, treatment, prescription drugs, and medical conditions.
- 1.3. I understand that the purpose of functional health consulting is to complement my medical care and to provide support and education as I create an action plan to meet and maintain my health goals. I understand that any information or resources provided by Tonia Copsey with respect to lifestyle, nutrition, dietary or herbal supplements, stress management, exercise or otherwise, are intended as education and information only, and are not intended as and should not be relied upon as medical advice, diagnosis, or treatment of any disease or condition or as a substitute for professional medical advice, diagnosis, or treatment.
- **1.4.** I understand that it is my responsibility to discuss all information provided during functional health consulting sessions with my primary healthcare physician or other licensed healthcare providers/specialists whose care I may be under. I am advised to consult with a licensed healthcare provider prior to changing any medications or undertaking any significant changes to my prescribed treatment regimens. I agree not to disregard professional medical advice or delay seeking professional advice because of information shared during my functional health consulting sessions.
- **1.5.** I understand that Tonia Copsey will not order lab tests for me, but I may choose to order lab tests for myself, and I may choose to share the results of any lab tests that I have completed or any of my health information with Tonia Copsey. Additionally, Tonia Copsey may make suggestions for lab tests that I can order for myself or discuss with my physician or other healthcare provider(s). I understand that any discussions or reviews by Tonia Copsey of any of my lab tests are solely for educational purposes, to enhance my knowledge about health, and to assist me in the development of a lifestyle or nutritional plan, but **not** to diagnose or treat any disease or medical condition. I am required to send copies of all labs that I order for myself to my physician or other licensed healthcare provider.
- **1.6.** I understand that if Tonia Copsey suspects the existence of a disease or medical condition requiring diagnosis, I will be recommended to consult with my physician or another licensed medical



professional for medical diagnosis and treatment.

2. No Guarantees, Limitation of Liability and Release of Claims.

- **2.1.** I understand that the goal of the functional health consulting services is to guide me toward reaching my health and wellness goals, but no results are guaranteed. I understand that Calm Over Chaos makes no representations, guarantees or warranties, expressed or implied, about any results to be achieved from my participation in the functional health consulting services.
- **2.2.** I understand that because Tonia Copsey is not acting in the capacity of my medical provider or nurse practitioner, Tonia Copsey will not be held liable for failure to diagnose, identify, or treat any health condition I have. I understand that diagnosis and treatment of disease is NOT the purpose of or part of functional health consulting services.
- **2.3.** I acknowledge that I am advised to consult with a licensed healthcare provider prior to implementing any treatment, and therefore, I release Perfectly Flawed Yoga LLC dba Calm Over Chaos and Tonia Copsey, on my behalf and on behalf of my personal representatives, estate, heirs, next of kin, and assigns, from any and all claims, liability, damages and causes of action arising from my participation in the functional health consulting services and any self-treatment I undertake without seeking medical advice.
- 3. Confidentiality. Because functional health consultations do not involve medical services, I understand that the information I choose to share with Tonia Copsey during a functional health consulting session is not part of a medical record. However, any personal information I choose to share will be stored securely to protect client privacy, and Calm Over Chaos will not release or disclose this information to any other person, without my prior written consent, except as required by applicable law or to report to government agencies about abuse, neglect or domestic violence or potential or imminent threat to the safety of the client or a third party.
- 4. Governing Law and Dispute Resolution. Of course, it is hoped that there will not be any disputes. However, should one arise, I understand that I agree to first attempt to resolve any dispute I have with Calm Over Chaos by contacting Tonia Copsey and Calm Over Chaos directly via email at tonia@perfectlyflawedlife.com. If the dispute is not resolved thereafter, I agree now that any dispute shall be submitted to binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules and not to litigation in court or jury trial. The governing law is that of the State of Ohio notwithstanding any conflicts of law principles. The venue for the arbitration and any post-award proceeding shall be Ottawa County, Ohio. By signing this Agreement and participating in functional health consultations with Tonia Copsey of Calm Over Chaos, I voluntarily agree to binding arbitration and waive the right to trial by judge or jury, as well as rights to appeal with respect to any claims. I also agree that any claim must be brought within one (1) year of the alleged claim or is waived.

By signing below, I acknowledge and agree that I understand, accept, and agree to the terms of this Client Agreement for Functional Health Consultations.	
Signature of Client/Legal Representative	Date
	Representative Name/Relationship to Client



CONSENT TO E-MAIL/INTERNET USE OF PROTECTED PERSONAL INFORMATION

Calm Over Chaos provides clients the opportunity to communicate with them by text messages and/or e-mail. Transmitting confidential health information by text or e-mail, however, has a number of risks, both general and specific, that should be considered before using e-mail.

1. Risks:

- a. General e-mail risks are the following: Text and e-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients; recipients can forward e-mail to other recipients without the original sender(s) permission, or knowledge; users can easily misaddress an e-mail; e-mail is easier to falsify than handwritten, or signed documents; backup copies of e-mail may exist even after the sender, or recipient has deleted his/her history.
- b. Specific e-mail risks are the following: e-mail containing information pertaining to shared health concepts must be included in the protected personal health information; all individuals who have access to the protected personal health information will have access to the e-mail messages; clients who send, or receive e-mail from their place of employment risk having their employer read their e-mail.
- 2. It is the policy of Calm Over Chaos that all e-mail messages sent or received, which concern the shared health concepts, of the client will be a part of that person's protected personal health information and we will treat such e-mail messages, or internet communications, with the same degree of confidentiality as afforded other portions of the protected personal health information. Calm Over Chaos will use reasonable means to protect the security and confidentiality of e-mail, or internet communication. Because of the risks outlined above, we cannot, however, guarantee the security and confidentiality of e-mail, or internet communications.
- 3. Clients must consent to the use of e-mail for confidential health information after having been informed of the above risks. Consent to the use of e-mail includes agreement with the following conditions:
- a. All e-mail to, or from, persons concerning shared health concepts will be made a part of the protected personal health information. As a part of the protected personal health information, other individuals, physicians, nurses, other healthcare practitioners, insurance coordinators, and upon written authorization other healthcare providers and insurers will have access to e-mail messages contained in protected personal health information.
- b. Calm Over Chaos's practitioners may forward e-mail messages within the practice as necessary for shared health concepts. We will not, however, forward the e-mail outside the practice without the consent of the patient as required by law.
- c. We at Calm Over Chaos will endeavor to read e-mail promptly, but can provide no assurance that the recipient of the particular e-mail will read the e-mail message promptly. Therefore, e-mail must not be used in a medical emergency.
- d. It is the responsibility of the sender to determine whether the intended recipient received the e-mail and when the recipient will respond.

Because some medical information is so sensitive that unauthorized disclosure can be very damaging, email should not be used for communications concerning diagnosis, or treatment of AIDS/HIV infection; other sexually transmissible, or communicable diseases, such as syphilis, gonorrhea, herpes, and the like; Behavioral health, Mental health, or developmental disability; or alcohol and drug abuse



f. Calm Over Chaos cannot guarantee that electronic communications will be private. However, we will take reasonable steps to protect the confidentiality of the e-mail, or internet communication. However, our providers and team members are not liable for improper disclosure of confidential information not caused by its employee's gross negligence, or wanton misconduct.
g. If consent is given for the use of e-mail, it is the responsibility of the client to inform Calm Over Chaos's practitioners of any type of information you do not want to be sent by e-mail.
h. It is the responsibility of the patient to protect their password or other means of access to e-mail sent, or received, from Calm Over Chaos, to protect confidentiality. Calm Over Chaos is not liable for breaches of confidentiality caused by the client.
Any further use of e-mail initiated by the client that discusses shared health concepts, constitutes informed consent to the foregoing.
☐ I understand that my consent to the use of e-mail may be withdrawn at any time by e-mail, or written communication, to Calm Over Chaos.
☐ I would like to receive and use email communication and I am aware of the risks for privacy that are involved in such communication channel.
I have read this form carefully and understand the risks and responsibilities associated with the use of e-mail. I agree to assume all risks associated with the use of e-mail.
Name Printed:
Signature:

Date: _____