

Terms of Service & Privacy Policy

Disclaimers

These **Terms of Service** are intended to inform you of the technical and operational activities of this website; VICTORIA KAPP HEALTH, and to issues its respective Informed Consent NOTICES for use and DISCLAIMERS for services.

Please read these terms and conditions of use carefully before using this site. By interacting with this website, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the site. I reserve the right, at my discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of this website following the posting of changes to these terms will mean you accept those changes.

TRADEMARKS: Certain product and company names mentioned herein may be the trademarks of their respective owners. The use of such trademarks should not be construed as a challenge to ownership of those trademarks. Logos, icons, and trademarks used in the portfolio or proofing areas of this site, are the trademarks, registered trademarks, or service marks of Victoria Kapp Health, LLC. Victoria Kapp Health, LLC has been granted permission to use these for showcase purposes only and the use of these should not be construed as a challenge to ownership of these trademarks.

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LIMITATION AND LIABILITIES: Victoria Kapp Health, LLC is a Functional Medicine Nutrition Private Practice based in the state of Arizona and registered as a business with the Arizona Corporation Commission.
<https://www.azcc.gov/>

Under no circumstances, including, but not limited to, negligence, shall VICTORIA KAPP HEALTH, LLC be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if VICTORIA KAPP HEALTH, LLC or an authorized representative thereof has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall VICTORIA KAPP HEALTH, LLC total liability to you for all damages, losses, and causes of action (whether in contract, (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing this site.

By interacting with this website and by booking and purchasing any of VICTORIA KAPP HEALTH services, you are in full undertraining and in agreement of the following:

THIRD-PARTY SITES: The links in this area will let you leave VICTORIA KAPP HEALTH's site. The linked sites are not under the control of VICTORIA KAPP HEALTH, and VICTORIA KAPP HEALTH is not responsible for the

contents of any linked site, or any link contained in a linked site, or any changes or updates to such sites. VICTORIA KAPP HEALTH is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the site by VICTORIA KAPP HEALTH, LLC. Therefore, VICTORIA KAPP HEALTH makes no representation of such site you may access through this one.

In no event will VICTORIA KAPP HEALTH, LLC be liable to any party or any direct, indirect, special, or other consequential damages for any use of this website

INFORMED CONSENT REGARDING EMAIL OR THE INTERNET USE OF PROTECTED PERSONAL INFORMATION. All services are rendered by appointment only, via Telehealth platform through **PRACTICE BETTER** client Portal (HIPAA Compliant). Please visit **Consent for Telehealth** below for more information on use and agreement policy.

In the event VICTORIA KAPP HEALTH provides clients the opportunity to communicate with their practitioner and administrative staff by e-mail outside of the PRACTICE BETTER client portal, transmitting confidential health information by e-mail has some risks, both general and specific, that should be considered before using e-mail. In the event of e-mail use, see the following considerations.

1. Risks:

- a. General e-mail risks are the following: e-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients; recipients can forward e-mail messages 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 the recipient has deleted his/her copy.
- b. Specific e-mail risks are the following: e-mail containing information pertaining to diagnosis and/or treatment 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; patients 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 VICTORIA KAPP HEALTH, LLC, that all e-mail messages sent or received which concern the diagnosis or treatment of a client will be a part of that client's protected personal health information and 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. VICTORIA KAPP HEALTH, LLC, will use reasonable means to protect the security and confidentiality of e-mail or internet communication. Because of the risks outlined above, I cannot, however, guarantee the security and confidentiality of e-mail or internet communication.

3. Clients must consent to the use of e-mail for confidential medical 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-mails to or from clients concerning diagnosis and/or treatment will be made a part of the protected personal health information. As a part of the protected personal health information, other individuals, such as appointed physicians and nurses, and upon written authorization other health care providers will have access to e-mail messages contained in protected personal health information.
- b. VICTORIA KAPP HEALTH, LLC, may forward e-mail messages within the practice as necessary for diagnosis and treatment. VICTORIA KAPP HEALTH, LLC, will not, however, forward the email outside the practice without the consent of the client as required by law.
- c. VICTORIA KAPP HEALTH, LLC, will endeavor to read e-mail promptly but can provide no assurance that the recipient of a 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.
- e. Because some medical information is so sensitive that unauthorized disclosure can be very damaging, e-mail 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. VICTORIA KAPP HEALTH, LLC, 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 but VICTORIA KAPP HEALTH, LLC is not liable for improper disclosure of confidential information not caused by its employee's gross negligence or wanton misconduct.
- g. By consent given for the use of e-mail outside of the PRACTICE BETTER client portal, it is the responsibility of the client to inform VICTORIA KAPP HEALTH, LLC of any types of information you do not want to be sent by e-mail.
- h. It is the responsibility of the client to protect their password or other means of access to e-mail sent or received from VICTORIA KAPP HEALTH, LLC to protect confidentiality. VICTORIA KAPP HEALTH, LLC is not liable for breaches of confidentiality caused by the client.

Any further use of e-mail initiated by the client that discusses diagnosis or treatment 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 VICTORIA KAPP HEALTH, LLC.

I have read this form carefully and understand the risks and responsibilities associated with the use of personal e-mail. I agree to assume all risks associated with the use of e-mail.

HEALTH INFORMATION:

VICTORIA KAPP HEALTH is committed to protecting the privacy of its site visitors, clients, and customers, fully appreciating, and respecting the importance of privacy on the Internet. VICTORIA KAPP HEALTH will not disclose information about its customers to third parties except where it is part of providing a service to you and where we have your express permission to do so.

The following describes how the health information about you may be used and disclose and how you can get access to this information. It is effective September 2, 2022, and applies to all protected health information contained in your health records maintained by VICTORIA KAPP HEALTH.

I have the following duties regarding the maintenance, use and disclosure of your health records:

- 1) I am required by law to maintain the privacy of the protected health information in your records and to provide you with this Notice of our legal duties and privacy practices with respect to that information.
- 2) I am required to abide by the terms of this Notice currently in effect.
- 3) I reserve the right to change the terms of this Notice at any time, making the new provisions effective for all health information and records that I have and continue to maintain.

There are a number of **situations in which I may use or disclose** to other persons or entities your confidential health information if applicable by case. These include payment and health care operations.

Any use of disclosure of your protected health information required for any purposes related to Functional Medicine Nutrition Consulting will require you to sign an Authorization first. Certain disclosures that are required by law, or under emergency circumstances may be made without your Acknowledgement or Authorization. Under any circumstance, I will use or disclose only the minimum amount of information necessary from your medical records to accomplish the intended purpose of the disclosure.

I will attempt in good faith obtain your signed Acknowledgement prior to the disclosure of your confidential medical information for the following purposes.

Payment: I may need to use or disclose information in your health record to obtain reimbursement for services rendered to you. This information may also be used for billing and collection purposes, and related healthcare data processing through Practice Better, HIPAA compliant system.

There are certain circumstances under which I may use or disclose your health information **without first obtaining your Acknowledgement or Authorization**. Those circumstances generally involve public health and oversight activities, law-enforcement activities, judicial and administrative proceedings, and in the event of death. Specially, I may be required to report to certain agencies information concerning certain communicable diseases, sexually transmitted diseases, or HIV/AIDS status. I may be also required to report instances of suspected or documented abuse, neglect or domestic violence. I am required to report to appropriate agencies and law-enforcement officials' information that you or another person is in immediate threat of danger to health of safety as a result of violent activity. I must also provide health information when ordered by a court of law to do so.

Others Involved in Your Healthcare: Unless you object, I may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, I will not disclose that information as necessary if I determine that it is in your best interest based in my professional judgement. I may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition, or death. Finally, I may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your healthcare.

Communication Barriers and Emergencies: I may use and disclose your protected health information if I attempt to obtain consent from you but are unable to do so because of substantial communication barriers and we determine, using professional judgement, that you intend to consent to use or disclosure under the circumstances. I may use or disclose your protected health information in an emergency situation, and if I am required by law.

Except as indicated above, your health information **will not be used** or disclosed to any other person or entity without your specific **Authorization**, which may be revoked at any time. In particular, except to the extent disclosure has been made to governmental entities required by law to maintain the confidentiality of the information, information will not be further disclosed to any other person or entity. I likewise will not disclose your health-record information to an employer for purposes of making employment decisions, to a liability insurer or attorney as a result of injuries sustained in an automobile accident, or to educational authorities, without your written permission.

You may file a written complaint to me or to the Secretary of Health and Human Services if you believe that your privacy rights with respect to confidential information in your health records have been violated. All complaints must be in writing and must be addressed to the Privacy Officer (in the case of complaints to me) or to the person designated by the U.S. Department of Health and Human Services if I cannot resolve your concerns. You will not be retaliated against for filling such a complaint. More information is available about complaints at the governments' website, <http://www.hhs.gov/ocr/hipaa>.

Informed Consent for Telehealth Agreement Policy

Telehealth is designed to be the mode of delivering Health and Guidance services via information and communication technology (e.g., phone or internet) to facilitate the consultation, assessment, treatment education, and symptom and self-management of the client's health, while the provider is at a distant site.

The client/student agrees to the following terms for engaging in Telehealth:

1. I will be engaging in a video or phone session for Functional Medicine Nutrition Consulting and other Educational-Webinar/session purposes with Victoria Kapp, FNP or staff of VICTORIA KAPP HEALTH, LLC.
2. The video conferencing technology or phone session will not be same as in-person with the practitioner since I will not be in the same room as my Functional Medicine Nutrition Practitioner. There is a lot a Practitioner cannot see during a Telehealth session. Noteworthy mannerism, gestures, body language or expression, or physical appearance are just a few marks of data that can be missed in a Telehealth session. I also understand that, to have the best results for this session, I should be in a quiet place with limited interruption when I start the session.
3. I understand the potential risks of this technology, including interruptions, unauthorized access, and technical difficulties. The connection may not be stable. Video can freeze, audio can be dropped, or the connection may go black. I understand that my provider or I can discontinue the video or phone call session if it is felt that video or phone technology /connections are not adequate for the situation.
4. My provider agrees to obtain my consent if another person is present during the consultation, for any reason. I agree to inform my provider if there is another person present at the session as a Collateral Consultation Form will need to be completed and sent to my provider prior to proceeding with the inclusion of another person in my session. I also agree that I will not video or audio tape my sessions with my Nutritional Practitioner and my provider agrees not to record any sessions without permission.
5. I understand that there are alternatives to video sessions available, including phone call sessions or the option to finding another provider to see in-person, if available in my area.
6. I understand that I can direct questions about this video or phone session, at any time, to my provider.
7. I understand that this consent will last for the duration of the relationship with my provider, including any additional video or phone session I may have. I can withdraw my consent for a video or phone session at any time.
8. I understand the same confidentiality protections, limits to confidentiality, and rules around my records apply to a video or phone session, as they would to an in-person session.
9. I agree to work with my provider to come up with a safety plan, including identifying an emergency contact, in the event of a crisis during our session. (Emergency contact noted on client intake form).
10. I understand that my provider may decide to terminate video or phone services if they deem it inappropriate for me to continue these sessions through these means. If this was to occur, I understand that my provider will provide me with referrals to other Nutritional Education Providers and Health Coaches if applicable.
11. I understand that my provider is using PRACTICE BETTER client portal software (HIPAA compliant). If I opt for phone session, I understand that my provider will either be calling me for phone sessions from her cell phone line that will be provided upon agreement to this session option.

12. I understand that my provider will have to have a way of identifying me as the client and will need to know the physical location from which I am speaking remotely to her.

13. I understand that my provider can be reached via Practice Better Client Portal or personal email by agreement.

SUPPLEMENTS AND BOTANICALS ACKNOWLEDGEMENT POLICY

According to the Federal Food, Drug, and Cosmetic Act, as amended, Section 201(g)(1), the term *drug* is defined as an “article intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease.” Technically, vitamins, minerals, trace elements, amino acids, herbs, or homeopathic remedies are not classified as drugs. However, these substances can have significant effects on physiology and must be used rationally. In this practice, I provide nutritional counseling and make individualized recommendations regarding use of these substances in order to upgrade the quality of foods in a client’s diet and to supply nutrition to support the physiological and biomechanical processes of the human body. Although these products may also be suggested with a specific therapeutic purpose in mind, their use is chiefly designed to support given aspects of metabolic function. Use of nutritional supplements may be safely recommended for patients already using pharmaceutical medications (drugs), but some potentially harmful interactions may occur. For this reason, it is important to keep all of your healthcare providers fully informed about all medications and nutritional supplements, herbs, or hormones you may be taking.

As a service to you, I make nutritional supplements available at a discount. The chief reason I make these products available is to make it easiest for you to identify products that are high quality. You are not guaranteed the same level of quality when you purchase your supplements from the general marketplace. We are not suggesting that such products have no value; however, given the lack of stringent testing requirements for dietary supplements, product quality varies widely.

**The use of Nutrigenomics and supplements may not always be scientifically established using conventional methods but whenever possible a complete bibliography or list of reference is given if requested. You can also visit my Resources page on the website for Scientific Research and Published Case Studies for further reference.*

SERVICES, FEES, CANCELATIONS AND RESCHEDULING AGREEMENT POLICY

Victoria Kapp Health Telehealth Services: **See Service fees on the website**

1. Functional Medicine Nutrition Consulting: One-on-One Client-Provider Initial Consultation and Follow-up (*Client Intake form required*)
2. Educational Consultation Sessions: One-on-One; Student-Provider, per individual purchase basis. (*No intake form requirement*)
3. Educational Webinar: Group-provider “Ketosis; Food-As-Medicine for Metabolic Health” Program. 2-hrs in duration. (*No intake form requirement*)

I reserve the right to change the fees reflected on the website without any prior notice.

In order to book an appointment or educational session, you must pay for the services at the time of booking via website to third-party platform for booking calendar and process payment; Practice Better Platform which uses Square.

***Educational Consultation Sessions are NOT refundable for any reason.**

Rescheduling of a pre-purchased educational session must be requested 48 hours in advance and as a one-time option.

***Initial Consultation and additional Client-Follow-up Consultation appointments are NOT refundable for any reason.**

Rescheduling of your Initial Consultation and additional Client-Consultation appointments must be requested 48 hours prior to your scheduled appointment. A penalty fee of \$50 will be charged to your account after 2 rescheduling requests for the same service.

*The strategy, design, logo and creation of the website is by Premiere Social Media. Photography by Victoria Kapp and Shots by Thomas.

COOKIES: A cookie is a small information file that is sent to your computer and is stored on your hard drive. If you have registered with VICTORIA KAPP HEALTH, then your computer will store an identifying cookie which will save you time each time you revisit VICTORIA KAPP HEALTH. You can change the settings on your browser to prevent cookies being stored on your computer without your express consent.

IMPORTANT DISCLAIMER: *VICTORIA KAPP HEALTH Programs and Protocols are educational tools and guidance for clients and students. They are not Medical Advice. These suggested Holistic methods have been thoroughly researched and found to be some of the most, if not the most, effective forms for identifying imbalances in the body.*

As a Functional Medicine Nutrition practitioner, I work with my client to identify and correct imbalances in the system by addressing Root Cause. While I may make recommendations for Conventional and Functional Medicine Nutrition, supplements, botanicals, and other holistic strategies to support the body to heal and can also recommend tests and interpret them to inform your treatment, I will not take the place of your primary care physician, I work as an adjunct to your health care team.

The client is entitled to ask for a referral if the option to see a specialist is discussed and respectively appropriate. The client is aware that I am a Functional Medicine Nutrition Certified Professional and a Nutrigenomics Consultant in the state of Arizona, and not a specialist of other areas.

The client agrees to the above and would like to pursue Functional Medicine Nutrition and Holistic Health & Wellness Services outlined by the Arizona Council of Holistic Health Educators and NANP (National Association of Nutrition Professionals) Legislative Affairs Division. For more information visit: <https://nanp.org/state-law/arizona/>

I do not claim that a particular treatment plan can cure, alleviate, or ameliorate a disease or condition unless the claim is supported by valid, conventional science. I will inform the client of my experiences using a particular method, treatment, or protocol and provide the client with published research done on the suggested if requested.

Client agrees not to share the protocols and educational material as these are individualized to each client, and these include proprietary information.

Client is to contact me with any concerns or negative response to suggestions on Wellness plans via Practice Better (HIPAA compliant) Client Portal.

Client acknowledges understanding and in agreement with these guidelines and statements by purchasing and booking of appointments with the specific provider.

NOTE: *Please visit the Terms & Conditions and Privacy Policy links on my website for Terms of Service, liability waiver notices, consents for internet and telehealth services, supplements and e-mail use, service agreements, fees, cancelation and rescheduling agreement policies, disclaimers, and other acknowledgements regarding personal information and health records.*

If you have questions concerning this agreement, you may contact: info@victoriakapphealth.com

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