



PROFESSIONAL WELLNESS ALLIANCE

Licensee Rules

1. STANDARD REQUIREMENTS (All applicants):

- 1.1 Must be at least 21 years old, with a high school diploma or equivalent.
- 1.2 Must pass a comprehensive background review, and must not have been convicted of a felony offense or a crime involving moral turpitude.
- 1.3 Must be of good moral character, suitable for ministerial license, as determined through the background review.
- 1.4 Must agree to PWA Provider's Shared Beliefs, Accepted Responsibilities and be willing to confirm the applicant's sincere desire to provide education on Holistic Health and Wellness.
- 1.5 Effective June 01, 2017 - Must achieve a 84% or higher on the PWA Examination.
- 1.6 Provide copies of ID, education documents and modalities certifications.

2. PWA Client Member Agreement: Licensees shall provide services to Clients **only after** PWA Client Member Agreement is signed.

IMPORTANT: If Agreement is signed by the parties in-person (and not through the online PWA website database facility [HERE](#)), Licensee shall retain a copy on-file for a period of three (3) years after the date of last service provided to the Client.

3. Authorized Services: licensees are authorized to represent the PWA mission as missionaries, to empower members and educate about health. "Practice" of a modality is not prohibited but is discouraged.

4. Products: Licensees are authorized to make vitamins, supplements and other products available, charge for products and educate members on their role in health. Licensees are discouraged from making health decisions for a member or recommending or prescribing any product, supplement, lifestyle change or diet regimen.

5. Equipment: Licensees are authorized to introduce, demonstrate and educate members on technology, equipment and devices. Licensees are prohibited from diagnosing or treating, and discouraged from prescribing any product, supplement, lifestyle change or diet regimen.

6. Activities: Approved activities for purposes of these rules are defined as education, actions or demonstrations of a health concept by licensees that have met required proficiency in that modality. For example, a PWA licensee that has met proficiency in Yoga, may educate on and demonstrate such modality to members as a component of health education. Teaching workshops or classes is an example.

7. Laboratory: Licensees that meet proficiency requirements may make ordering possible for members and assist members in understanding lab test but are discouraged from ordering any test for a member or suggesting any product, supplement, lifestyle change or diet regimen.

8. Provision of Services: Licensees are authorized to provide service to enrolled members of the PWA community only (signed Client Member Agreement). Licensees are not authorized to offer services to the public.

9. Enrolling for Services: Licensees are authorized and required to enroll new members into the PWA database **before** any service is provided.

10. PWA Client Records “Private Member Educational Records”:

10.1 The relationship between Licensees and Licensee’s Clients is a “Private” agreement and all communications between PWA Provider and PWA Client Member are also private. Information shared in this context is often beyond what individual Clients would share even with their close family members. For this reason, all communications between Licensees and their Clients are “Private”, confidential and privileged ministerial communications, as are any and all records of such communications, and services, whether created and maintained in auditory or video recordings, written or any other format. Since the communications and services provided are under a “Private” agreement/ministerial **and not “medical”**. **Client Records created and maintained in connection therewith are not “medical records”**.

10.2 INSPECTION OR RELEASE OF RECORDS: Because Licensees’ PWA Client Records are confidential and “Private” ministerial records, and **not medical records**, such records are not available and should not be made available for inspection by state licensing or regulatory agencies. Moreover, in addition to the fact that the intimacy of the

“Private” ministerial relationship between PWA Licensees and their Clients invokes the highest level of U.S. Constitutional protections; the PWA Client Member Agreement forms a contractual arrangement between the Licensee and Licensee’s Clients; and therefore any sharing of the confidential, privileged communications beyond the terms of that Agreement places the offending party in breach of the parties’ contract and subject to civil remedies. Such offense would also be a violation of the oath given by the Licensee in signing the PWA Providers Agreement. **A.** Therefore, Licensees’ PWA Client Records may not be released or disclosed to any individual or agency outside the Licensee-Client relationship except; to the Client personally. **B.** To other PMA Licensees or Wellness professionals on written request by the Client. Such release does not remove the confidentiality or privileged nature of Client Records, nor relieve the Licensee or Client from compliance with the terms and conditions of the PMA Agreement for Wellness Services. **C.** In the event the Licensee reasonably believes that release or disclosure of records or information must be made to protect the Client or other individual from imminent danger of physical harm, or that the information constitutes substantial evidence of abuse to another individual or minor, or; **D.** In the event such release or disclosure of information or records is required pursuant to governing law in the jurisdiction in which services are rendered.

10.3 SEPARATION OF RECORDS: PWA Licensees who also practice any type of other healthcare, either pursuant to a state license or in states where the practice of such healthcare may be conducted without a state license, are also required to separate physically and/or electronically their PWA Client Records from records maintained relating to such other healthcare services.

11. Advertising Services: Advertising, whether website, social media, print or otherwise should make it clear that the licensee provides health education services. Licensees are discouraged from any add, copy, language or media that infers **practice**.

12. Insurance: the PWA encourages licensees to offer education-based services and recommend acquiring **Error and Omissions insurance** for such services.

Errors and Omissions Insurance, also known as Professional Liability, if you are functioning as a sole proprietor, it might be called General Liability.

(SEE “PROVIDER INSURANCE – RECOMMENDED” PDF in your directory dashboard)

13. Service Format : Licensees are encouraged to deliver services in a format that educates members. The decision about use or application of education should be left to the responsibility of the member. **"Practicing" or prescribe any product, supplement, lifestyle change or diet regimen is discouraged.**

14. Office Structure and Attire: Licensees are encouraged to provide a space for members that is suitable and identifiable as a learning area and should avoid wearing medical attire or providing PWA services in any space that resembles a medical office or environment.

15. Conduct : Licensee shall conduct themselves in keeping with the PWA mission with the honesty, integrity and ethics expected of an ecclesiastical based provider, and in strict accordance with the PWA license agreement and any agreements made with enrolled members.

16. Proficiency: Licensees are limited to providing services on subjects and equipment that the licensee has acquired proficiency in. Proficiency means that the licensee has graduated a course of study in the subject or equipment that results in certification or acceptable written evidence of competency.

17. Endangerment: Activities, materials or educational pursuits that are against an orderly society, that would be counter to accepted morals or violation of these rules, or that would harm or potentially harm any member, or another are prohibited.

18. Tax Exemption Status: Licensees are prohibited from using the PWA name or ecclesiastical basis to seek any tax exemption. (See "TAX EXEMPTION" PDF in your directory dashboard)

19. Penalties: Violation of these rules shall result in administrative action and may result in penalty, suspension, revocation or non-renewal of PWA license.

20. COMPLAINTS DEFINED: Complaints are any disagreement between or among individuals who have submitted to or are subject to the ecclesiastical jurisdiction of the Professional Wellness Association through licensure, contractual agreement, subscription or otherwise, including complaints against the PWA and those filed by Clients against PWA Licensees.

20.1 Complaints: All Parties Agree to make the best efforts to resolve any and all complaints you may have with another member with them personally and in the event you are unable to resolve satisfactorily, agree to settle any dispute or complaint through binding arbitration through a mutually agreed arbitrator.

21. Ecclesiastical Services: These rules do not prohibit , but do discourage activities that are or can be construed as "**practicing**" because licensees that choose to offer services that are or infer "practice" may have a lesser ability, or weakened

defense ability. Some form of practices may not have reduced defendability such as ecclesiastical practices that are based on the beliefs of an established religion or religious doctrine as Christian counseling or Hijama cupping. While the PWA fully supports and endorses ecclesiastical practice based on an established religious doctrine, **it remains the sole responsibility of each licensee to assure compliance with any federal, state or local laws related to such practice.**

22. NON-DISCRIMINATION: Licensee shall make holistic health and wellness assistance available to all Clients without regard to race, color or religious preference.

**** PWA does not discriminate against anyone based on race, color, religion, or faith.****

How to Introduce Potential Clients to Membership:

Getting clients on-board and comfortable with membership in the PWA community is important for you, the licensee first and foremost because as discussed, providing services only to "members" can be a very important element of defense should your services be challenged by the state.

To explain this to clients and potential members we recommend educating on how holistic services are often viewed as "competition" by conventional health and that the PWA (and you) are part of a mission to assure that access to holistic and natural services is protected. Explain that the PWA is working to "be a loud voice" for holistic services by bringing like-minded individuals and families together in community to support the cause. "There is power in numbers" after all.

Explain that your association with the PWA not only protects access to holistic services, but that offering holistic services is risky for providers under the current medical environment, and that you may have a higher level of defense for your services by only providing help to those enrolled into the community as members.

The member agreement is a simple one-page document, there is no charge for membership and the member can cancel membership at any time by notifying you are the PWA.

Also keep in mind that if an individual refuses to "join" they may not be a good choice as a client because they are essentially refusing to allow you to be protected for offering services!

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