

CLIENT AGREEMENT

Most Recent Revision: 9/7/22

Please read this entire agreement before signing.

This Agreement is between Life Skills Advocate, LLC (“Consultants”) and _____ (“Client”), collectively known as the Parties.

Purpose

This agreement between Consultants and Client is for the purpose of providing educational consulting services (defined in the “Rate and Fee Schedule” section herein). Consultants will use reasonable efforts to provide the following services:

- a) Executive Function Coaching

TERMS OF SERVICE

INSTRUCTIONS: Please thoroughly read each policy that follows and place an “X” in each box stating that you have read and fully understand each policy.

No Guarantee of Outcome

Consultants make no guarantees of any kind that the services provided will improve the undersigned’s situation and recommends that Client thoroughly research his/her situation before acting on information and advice provided by Consultants. The improvement of the undersigned’s situation is entirely up to the undersigned’s future actions and decisions to improve his/her own situation.

Active Participation & Follow Through

Active participation and follow through on the part of the Client is critical to the sustained growth of the student or coaching participant. The Client (i.e., students, parents, relatives, caregivers, direct service professionals, etc.) agrees to be an active participant in the coaching process, is willing and available to meet and collaborate with Consultants periodically, and follow through on mutually agreed upon strategies and interventions.

Limit on Liability

Consultants’ entire liability under this Agreement, if any, for damages relating to this Agreement and/or performance pursuant to this Agreement, whether based on contract or negligence, shall be limited to the amount paid to Consultants. Pursuant to this agreement relative to the period of occurrence of events which are the basis of such claims. In no event will Consultants, their employees, agents or affiliates, be liable for any consequential damages arising from or in any way related to this Agreement or their performance pursuant to this Agreement.

Reasonable Effort

Consultants will make reasonable effort to attend to Client’s needs in a timely manner. Consultants do not agree to cancel meetings/appointments already scheduled with other clients and cannot guarantee a specific time of response due to multiple variables.

Communication

Consultants agree to return phone calls and emails in a timely manner but cannot guarantee that it will occur within the same day. We will make every effort to return phone calls and emails within 2 business days.

Confidentiality

Consultants agree to keep all client and student information confidential (i.e., between the student and consultant only), except in those circumstances where we are required by state statutes to report the occurrence or likely occurrence of homicide, suicide, physical assault, sexual assault, neglect or child abuse.

As an interdisciplinary establishment, Consultants may sometimes consult with another family member or professional about your case. Other professionals are also required by professional ethics to keep your information private. When a student is 18 or older, in the case that we need to exchange information with other professionals, we will request that the adult student and/or legal guardians complete a release of information form. By default, for all clients under 18, immediate family members and/or the names of those listed in this agreement, may be kept informed by Consultants on student's progress as a means to maintain continuity. Each individual coach with supervisor collaboration will determine the frequency of parent communication.

For clients who turn 18 in the midst of coaching, a release of information form will be made available at the client's discretion. The client may revoke the ROI at any point in the coaching process.

Records Retention

The Client acknowledges that the Consultant has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the Service of the Consultant-Client relationship. Such records will be maintained by the Consultant in a format of the Consultant choice (print or digital/electronic) for a period of not less than 2 years after the termination of this Agreement.

Session Recordings

Coaching sessions may at times be recorded. Such recordings are used for training and development purposes only and your anonymity will be preserved. Before initiating and sharing any session recordings Consultants will always ask for Client's verbal or written consent pertaining to the restricted release of a particular session recording first. Clients may also request a copy of any of session recordings at any time, and if a recording of that session has been made, it will be made accessible to Clients. Clients may also request that all your sessions be recorded, and all recordings made accessible to Clients at the end of each session. If Clients would prefer that none of their sessions are recorded, Clients may advise Consultants accordingly.

Abuse & Harassment Free Zone

Consultants will provide a safe environment that is free from abuse and harassment including mental, physical, sexual and verbal abuse.

Supervision

When providing one-on-one services to minors (under 18 years of age) in the home or in non-public settings, the continuous presence of a parent or guardian in the home or location is required.

Session Length & Frequency

Unless special arrangements are made, in-person sessions shall be no less than 60 minutes in length. Session frequency shall be determined by the Parties as part of the Client's individual coaching program.

Session Location

Whenever possible, sessions shall take place in the environment most conducive to the needs of the Client (e.g., home, job, community site, etc.). Exceptions may be considered on a case-by-case basis and only if the alternative option is deemed an effective substitution based on the specific needs of the Client. Exceptions may include phone and video sessions.

Transportation

Consultants will not provide transportation for Clients. In the event that transportation is needed for services to take place, arrangements must be coordinated in advance or as a part of the Client's learning program.

Extended Support

Extended support may be required to provide effective service. This may include but is not limited to phone calls with the Client or on behalf of the client (i.e., in collaboration with other service providers), creating materials, fulfilling Client's special requests, reimbursable expenses, and time spent on extended planning & research based on the Client's specific needs which falls outside of the standard planning and progress tracking time. A reasonable effort on the part of the Consultants will be made to minimize the need for extended support and the Consultant will discuss the scope of extended support with the Client and obtain verbal or written consent prior to implementation of extended support services. An extended support time and activity log will be attached to each monthly invoice.

Termination

Both Consultants and Client may terminate the agreement at any time and for any reason. The respective duties and obligations of the contracting parties may be terminated by either Parties giving 48 hour written notice to the other party at the address or email address on file.

Extended Absence from Coaching

Clients may take an extended break from coaching without paying a fee. However, in doing so Consultants cannot guarantee the same coach and timeslot upon returning. Consultants agree to hold the timeslot and their current coach for a minimum duration of 3 and maximum of 12 weeks at 75% of the current standard rate of Client sessions. For example, if Client A typically sees their coach for 4 hours monthly, the hold spot fee would be charged for 3 hours monthly. Unless otherwise agreed upon, the number of hours Consultants will hold will be calculated based on the average number of coaching hours billed over the past 3 full months of service. Extended support will not be included in this calculation.

The hold spot fee will be prorated based on the number of weeks of the Client's.

In the event that the Client's coach leaves the company during the Client's extended absence, a partial refund or credit will be given based upon the coach's last day.

The completion of a hold spot authorization form will be required in the event that a Client wants their spot to be held.

Intellectual Property

All material relating to the Service are subject to copyright and other intellectual property rights. All materials may not be recorded, distributed, or reproduced without written permission from Life Skills Advocate, LLC.

Meeting Cancellation Policy

Clients are responsible for providing at least 24 hours' notice if they must cancel an appointment. No-shows will result in a charge in the amount of the full rate of services scheduled to be provided. In the event of a late cancellation, if a coach is able to reschedule within the same week, no additional charge will be applied.

A no-show is defined as 10 minutes late to a 30-minute session or 20 minutes late to a 60-minute session. For all other session lengths, the grace period will be 20 minutes. A late cancellation is defined as up to 60 minutes before an in-person session or up to the scheduled session time for a remote session.

In the event that the Consultants are running late to a scheduled meeting or need to cancel or reschedule, we will communicate with the Client at the earliest possible opportunity and adjust the billing amount, accordingly, rounded to the nearest 15-minute increment. No charge will be invoiced in the event that a Consultant cancels a meeting.

Methods of Payment Accepted

We accept checks and all major credit cards. We do not accept cash or bill insurance.

If paying by check, it must be made payable to Life Skills Advocate, LLC and mailed to the following address:

Life Skills Advocate, LLC
27631 130th Ave SE
Kent, WA 98030

A non-sufficient funds fee of \$30 will be applied to the next invoice, in the event that a check is returned due to non-sufficient funds.

Changes To This Agreement

Life Skills Advocate, LLC periodically reviews our policies, terms, rates & fees. Consultants will provide Clients with an updated agreement with specific changes noted in the event that changes are made. In the event of rate or fee changes, at least 30 days of notice will be provided before new rates or fees take effect.

Client Account Statements

Consultants will email the Client an itemized statement on or around the 15th of each month to the email address(es) on file. Payment is due upon receipt and may be made automatically by enrolling in autopay or by clicking on the link within the email invoice and entering payment information via the Square billing platform. The client is responsible for paying their statement regardless of the outcome of the situation, including all services provided prior to receiving a written notice terminating the relationship. All fees for services provided are non-refundable. In lieu of charging a late fee for past due invoices, in the event that an invoice is unpaid after 30 days, your card indicated on the Credit Card on File Authorization Form will be automatically charged. In the event that your card is declined, a \$25 late payment fee may be assessed. Beginning the 31st day of nonpayment, Consultants will not provide any further service until a Client's past due balance has been paid unless a prior agreement has been arranged.

My signature below indicates my consent to the terms of this agreement. I understand that my consent automatically expires once the consultation agreement has been terminated. I do, however, have the right to withdraw this consent at any time I choose by providing a written notice. This agreement has been reviewed with me and a copy has been provided.

I understand that financial responsibility does not necessarily entitle the financially responsible party or cardholder to information concerning client care.

Parent/Guardian Signature _____ Date _____

Print Name _____

Signature of Financially Responsible Party _____ Date _____

Print Name _____

Client Signature (if over 18) _____ Date _____

Print Name _____

RATE AND FEE SCHEDULE

Service/Fee	Description	Rate
Executive Function Coaching	Description on lifekillsadvocate.com	\$150.00 / hour (remote) \$200 / hour (in-person) Billed in 15-minute increments. Billing begins after the initial 30-minute Discovery Meeting.
Extended Support	See full description above. Includes but not limited to: <ul style="list-style-type: none"> • Phone calls • Creating extra materials • Fulfilling special requests • Reimbursable expenses • Extended planning & research based on client's specific needs 	\$150.00 / hour (remote) \$200 / hour (in-person) Billed in 15-minutes increments.
Late Cancellation Fee	Clients are responsible for providing at least 24 hours' notice if they must cancel a consultation appointment. Late cancellations will result in a charge the full charge of the services scheduled to be provided.	Full rate of scheduled service
No-Show Fee	See full description above. A no-show to an appointment will result in the full charge of the services scheduled to be provided.	Full rate of scheduled service
Late Payment Fee	A late payment fee will be added in the event that payment is not received by the 30 th day after an invoice is sent.	\$25.00
Non-Sufficient Funds Fee	A non-sufficient funds fee of \$30 will be applied to the next invoice, in the event that a check is returned due to non-sufficient funds.	\$30.00
Hold Spot Fee	See full description above. An optional hold spot fee will be applied to anyone needing to take extended leave from coaching who wishes to maintain their same timeslot and coach upon returning.	75% of standard rate of coaching calculated based on the average number of coaching hours billed over the past 3 full months of service.
Referral Discount	Any clients referring one or more clients who enrolls with Life Skills Advocate will be eligible to receive a onetime 20% off discount applied to their next billing statement.	20% off next invoice