

## **CLIENT AGREEMENT**

**Most Recent Revision: 1.23.2023**

Please read this entire agreement before signing.

This Agreement (the "Agreement") is between Life Skills Advocate, LLC ("Consultants") and \_\_\_\_\_ ("Client"), each a "Party" and collectively the "Parties".

### **A. 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 Real-Life Executive Function Coaching.

### **B. 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.**

#### **1. No Guarantee of Outcome**

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

#### **2. Active Participation & Follow Through**

Active participation and follow through on the part of the Client is critical to Client's sustained growth. Client agrees to be an active participant in the coaching process, is willing and available to meet and collaborate with Consultants periodically, and will follow through on mutually agreed upon strategies and interventions.

#### **3. 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 tort, shall be limited to the amount paid to Consultants pursuant to this Agreement for the services giving rise to such claims. In no event will Consultants, 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.

#### **4. Reasonable Effort**

Consultants will make reasonable efforts to attend to Client's needs in a timely manner. Consultants will not cancel sessions already scheduled with other clients to accommodate Client's needs, and cannot guarantee a specific response time to Client, due to multiple variables.

#### **5. Communication**

Consultants will make every effort to return Client phone calls and emails within 2 business days.

#### **6. Confidentiality**

Consultants agree to keep all client information confidential (i.e., between Client and Consultants only), except in those circumstances where Consultants 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 Client's family members or medical professionals about Client's case. Other professionals are also required by professional ethics to keep Client's information private.

- a) For Clients who are 18 or older, Consultants will request that Client sign a Release of Information in the event Consultants need to obtain information from Client's other care provider(s).
- b) For Clients who are under 18, immediate family members and/or the names of those listed in this Agreement, may be kept informed by Consultants on Client's progress as a means to maintain continuity without Client's written permission. Consultants will request that Client's legal Guardian(s) sign a Release of Information in the event Consultants need to obtain information from a minor Client's other care provider(s).
- c) For Clients who turn 18 in the midst of coaching, Consultants will provide Client with a Release of Information form for Client's signature in the event that Consultants need to obtain information from Client's other care providers.
- d) Client or Client's Guardian(s) may revoke any signed Releases of Information at any point in the coaching process.

#### **7. Records Retention**

Client acknowledges that Consultants' record retention policy with respect to documents, information and data created, acquired or shared during the Service of the Consultant-Client relationship is that Consultants will maintain such records in a format of the Consultants' choice (print or digital/electronic) for a period of not less than 7 years after the termination of this Agreement.

#### **8. Obtaining Copies of Records**

Client understands that Client may obtain copies of Client's records by submitting a request to Consultants. Consultants will provide Client with complete copies of Client's records within 15 days. If Client requests paper copies of Client's records, Consultants may charge Client no more than one dollar and twenty-four cents per page for the first thirty pages, and ninety-four cents per page thereafter. Regardless of whether Client requests paper copies or electronic copies of Client's records, Consultants may charge a \$28 clerical fee for searching and handling the records.

Client acknowledges that there may be circumstances where Consultants choose to withhold Clients' records despite a Client's request. These circumstances include situations where Consultants believe that knowledge of the information in the records could be harmful to the Client's health or safety or the health or safety of others. If Consultants deny a Client's records request for examination and copying under this section, Consultants may, to the extent possible, segregate the records for which access was denied from records which can be released, and provide Client with copies of the disclosable portion of the records.

#### **9. Session Recordings**

Coaching sessions may at times be recorded in Consultants' discretion. Such recordings are used for training and development purposes only and Client's anonymity will be preserved. Before initiating and sharing any session

recordings Consultants will always ask for Client’s verbal or written consent of the restricted release of a particular session recording in advance of release of any recordings. 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 unless Consultants determine in Consultants’ discretion that release of such recordings would be harmful to Client. Clients may also request that all Client’s sessions be recorded, and all recordings made accessible to Client at the end of each session unless Consultants determine in Consultants’ discretion that release of such recordings would be harmful to Client. If Client prefers that none of their sessions are recorded, Client should advise Consultants accordingly.

### **10. Marketing**

For no additional consideration, Client grants to Consultants a perpetual, non-exclusive, non-transferable, worldwide license to use and publish anonymized summaries of the Services provided to Client, provided such use does not violate the confidentiality requirements of this Agreement. Consultants will be the exclusive owners of all right, title, and interest, including copyright, in the anonymized summaries.

### **11. Abuse & Harassment Free Zone**

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

### **12. 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.

### **13. Session Length & Frequency**

Unless special arrangements are made in advance, in-person sessions shall be no less than a clinical 50-minute hour (“full session”), which allows Client’s Consultant time for administrative and record keeping on Client’s file to ensure complete and accurate records are maintained. Session frequency shall be determined by the Parties as part of Client’s individual coaching program.

Remote sessions are offered and identified as follows:

- Half session = 25 minutes session time
- Full session = 50 minutes session time

### **14. Session Location**

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

### **15. Transportation**

Consultants will not provide transportation for Client. In the event that transportation is needed for services to take place, Client must make their own transportation arrangements. Consultants may assist with arranging transportation as a part of Client’s learning program.

## 16. Extended Support

Extended support may be required to provide effective service. This may include but is not limited to phone calls with Client or on behalf of Client (i.e., in collaboration with other service providers), creating materials, fulfilling Client's special requests, and time spent on extended planning & research based on Client's specific needs which falls outside of the standard planning and progress tracking time. A reasonable effort on the part of Consultants will be made to minimize the need for extended support and Consultants 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. Any expenses incurred specifically on Client's behalf, such as road tolls, parking costs, or extra items requested by Client such as meeting over coffee or a meal will be billed separately from session invoices.

## 17. Termination

Either Consultants or Client may terminate this Agreement at any time and for any reason, via verbal notice or written notice. At the end of services, Client agrees to attend one final wrap-up session to discuss the following items with the Consultants, parents or other stakeholders, when applicable:

- Recap progress, tools, and strategies with Client
- Discuss next steps
- Provide any documentation per Client request
- Provide feedback survey
- Offer future follow-ups per Client request

## 18. Intellectual Property

All materials relating to the Service are provided to Client for Client's individual use in order to fully utilize the Services, and such material is subject to copyright and other intellectual property rights. Client may not reuse, share, resell, redistribute, republish, reverse-engineer, translate, modify, make derivative works of or otherwise use the materials provided to Client by Life Skills Advocate without Life Skills Advocates' express prior written permission.

## 19. Session Cancellation and Reschedule

Clients are responsible for providing at least 24 hours' notice via text message, call, or email to their Consultant if they must cancel or reschedule a session. Providing less than 24 hours' notice will result in a charge in the amount of the full rate of services scheduled to be provided.

Rescheduled sessions with less than 24 hours' notice must be scheduled within 48 business hours of the original session time. If a Consultant or Client does not have availability within 48 business hours, Clients will be charged for the full rate of services originally scheduled to be provided. Future scheduled sessions cannot be used to replace a late-rescheduled session.

## 20. Inclement Weather Policy

In the event of inclement weather, Client should consult Client's local school district inclement weather policy. If Client's local school district has canceled in-person school, the Client should expect that Client's scheduled session will be held virtually instead of in-person. However, even if Client's local school district has chosen not to cancel in-person school, Client's Consultant may choose to conduct Client's session virtually if Consultant determines, in Consultant's sole discretion, that Consultant cannot safely travel to Client's location.

### **21. Pet Policy**

While we love pets, they can sometimes be a distraction in a consulting session. Therefore, Client's Consultant may request that Client remove pets from the session location during the session to ensure that Client receives the full benefit of the session.

### **22. Session Tardiness**

Client is responsible for arriving to sessions on time. Client should communicate as soon as possible if they will be late. Client is permitted the following grace periods:

- 8 minutes for half sessions
- 16 minutes for full sessions

If a Client is later than described above, the session will be considered a late cancellation and will be charged in the amount of the full rate of services scheduled to be provided, regardless of if the session is rescheduled.

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

### **23. Methods of Payment Accepted**

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

Additional payment arrangements may be made with Life Skills Advocate, LLC for services paid for by organizations.

### **24. Changes To This Agreement**

Life Skills Advocate, LLC periodically reviews its internal policies, terms, rates & fees. In the event that Life Skills Advocate, LLC updates its policies, terms, rates, and/or fees, Consultants will provide Clients with an updated Agreement. In the event of rate or fee changes, at least 30 days of notice will be provided before new rates or fees take effect.

### **25. Client Account Statements**

Client's card will be automatically charged for the total amount due for day-of-session services rendered. 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 the event that the Client's card is declined, sessions will be paused immediately until payment is made. Life Skills Advocate, LLC reserves the right to engage collection services or other means of collecting payment in Life Skills Advocate, LLC's discretion.

### **26. General Provisions**

Disputes. The Parties will attempt to resolve any and all disputes or claims arising out of this Agreement through negotiation in good faith. If negotiation is unsuccessful, the matter may be submitted to mediation. If mediation is unsuccessful or is declined, the matter will be fully and finally settled by arbitration or litigation in King County, Washington, and the judgment upon award may be entered in any court having jurisdiction. The attorneys’ fees and costs of dispute resolution will be borne by the losing Party unless the Parties stipulate otherwise or in such proportions as the arbitrator shall decide.

Governing Law and Venue; Notices. This Agreement will be governed by and construed under the laws of Washington State, with jurisdiction and venue in King County, Washington. Notice to a Party will be validly given if in writing and transmitted by a method which produces a record of delivery, to the address most recently provided by such Party.

Injunctive Relief. The Parties acknowledge that the rights and privileges granted under this Agreement are of an extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and any breach by a Party of this Agreement will cause the other Party irreparable damage. Each Party expressly agrees that the other Party will be entitled to seek injunctive and other equitable relief in the event of, or to prevent, a Party’s breach of this Agreement, without any necessity of posting a bond or proving damages. Resort to such equitable relief does not constitute a waiver of any other rights or remedies that a Party may have for damages or otherwise. The rights and remedies of a Party under this Agreement or otherwise will be construed to be cumulative, and none will be exclusive of any right or remedy allowed by law.

Severability, No Waiver, No Assignment. If any provision of this Agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. No delay or failure by either Party in exercising, protecting or enforcing any of its rights under this Agreement will be considered a waiver of such right. The express waiver of any right, interest or remedy in a particular instance will not constitute a waiver in any other instance. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party.

Entire Agreement; Modifications; Counterparts. This Agreement and any attachments constitute the entire agreement between the Parties with respect to its subject matter and supersede prior agreements. Modifications or waivers of this Agreement must be in writing, signed or acknowledged by each Party and dated subsequent to the date of this Agreement. This Agreement and any modifications may be signed in counterparts with all counterparts collectively constituting one Agreement, with facsimile or electronic signatures as effective as originals.

Acceptance of Agreement. The Parties agree that they have read all of this Agreement and agree that (a) its provisions are necessary for the reasonable and proper protection of each Party; (b) the Parties have been induced to enter into this Agreement in reliance upon the other Party’s compliance with this Agreement; (c) every provision of this Agreement is reasonable; (d) the Parties have executed this Agreement without duress or coercion; and (e) each Party has received a copy of this Agreement.

Client’s signature below indicates Client’s consent to the terms of this Agreement until the Agreement is terminated. Client understands that Client or Consultants may terminate this Agreement at any time.

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

Client:

Parent/Guardian(if Client is under 18):



**RATE AND FEE SCHEDULE**

Service/Fee	Description	Rate
Real-Life Executive Function Coaching	Description on <a href="http://lifeskillsadvocate.com/executive-function-coaching/">lifeskillsadvocate.com/executive-function-coaching/</a>	\$75.00 / half session (remote)  \$150.00 / full session (remote)
Extended Support	See full description at Extended Support - Section 16 of the Client Agreement. Includes but not limited to: <ul style="list-style-type: none"> <li>● Phone calls</li> <li>● Creating extra materials</li> <li>● Fulfilling special requests</li> <li>● Reimbursable expenses</li> <li>● Extended planning &amp; research based on client’s specific needs</li> </ul>	\$200.00 / full session (in-person)

This Rate and Fee Schedule is subject to the terms and conditions set forth in the Client Agreement between us.