

CLIENT AGREEMENT

Most Recent Revision: 5.4.2023

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 Intuitive Eating for Neurodivergent Minds.

B. TERMS OF SERVICE

INSTRUCTIONS: Please thoroughly read each policy that follows and sign below confirming 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 program, is willing and available to meet and collaborate with Consultants consistently and consecutively for the duration of the program, 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) 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 at 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. Session Length & Frequency

Remote 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 weekly for 9 consecutive weeks, the length of the program.

13. Session Location

Sessions shall take place remotely, on Zoom.

14. 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.

15. Termination

Client may terminate this Agreement at any time by providing written notice to their Consultant. In the event of termination by Client, Client shall remain responsible for payment of the full fee for the program, which shall be nonrefundable.

16. 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.

17. 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.

Clients are encouraged to reschedule their session within the same week to ensure they stay on track with the program. Clients are allowed up to one cancellation per program. More than one cancellation will result in the client being dropped from the program with no refund provided.

18. 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 a 15 minute grace period.

If a Client is later than described above, the session will be considered a late cancellation and will count as the one grace cancellation provided per client per program.

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.

19. 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.

20. 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.

21. Client Account Statements

Client may choose to pay the total amount due for the program in full before sessions begin, or pay half of the total amount due up front and the remaining half after four sessions. If Client chooses to pay in installments, their card will be automatically charged for the amount due after the fourth session. 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.

22. 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

RATE AND FEE SCHEDULE

Service/Fee	Description	Rate
Intuitive Eating for Neurodivergent Minds	Description on lifeskillsadvocate.com/intuitive-eating-for-neurodivergent-minds/	\$1350 paid in full
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"> ● Phone calls ● Creating extra materials ● Fulfilling special requests ● Reimbursable expenses ● Extended planning & research based on client’s specific needs 	\$1500 paid in 2 (\$750 each) \$75.00 / half session (remote extended support)

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