<u>Client Coaching Agreement & Release</u>

Welcome to Universal Coaching Services L.L.C. We are looking forward to partnering with you and supporting you with living a healthier happier life! Please read the following brief summary of our coaching and billing procedures:

Coaching Relationship:

The purpose of Universal Coaching Services L.L.C., is to provide personal wellness coaching and consultation at the specific direction of the client. The client expressly acknowledges and agrees to the following regarding the coaching provided by Universal Coaching Services L.L.C.:

- 1. Universal Coaching Services L.L.C. is not a physician practice, nor does it employ physicians. Universal Coaching Services L.L.C. does not provide medical diagnoses, medical treatment, psychotherapy, or treatment of any disease or condition.
- 2. Coaching is intended to be a tool for teaching individuals about themselves. <u>Universal</u> <u>Coaching Services L.L.C. does not guarantee any specific results or outcomes.</u>
- 3. Universal Coaching Services L.L.C. may suggest exercise as a part of your lifestyle management plan. Client acknowledges that swimming, cycling, skating, triathlons, skiing, weight training, aerobics, fitness classes, and other related sports/activities can be an extreme test of one's mental and physical limitations. Universal Coaching Services L.L.C. is not a physical therapist or personal trainer and will not suggest or prescribe a particular exercise regimen or routine. Client agrees to consult with her physician to determine the safety of any contemplated exercise routine. The client waives, releases, and discharges Universal Coaching Services L.L.C. from any liability related to or stemming from clients decision to participate in, or train for, any sport/activity (extreme or otherwise).
- 4. Client understands and agrees that the coaching relationship is not psychological counseling or any kind of mental health therapy. Coaching is not intended to treat any mental or physical illness. The coach will not offer any advice regarding medication management or courses of treatment. The coach will direct any of the client's concerns regarding the medications prescribed to her or a designated course of treatment to the client's physician.
- 5. Client is bears responsibility for all of her own decisions and is free to implement as many or as few suggestions made by Universal Coaching Services L.L.C. Client is responsible for discussing any potential changes to her lifestyle with her physician <u>prior</u> to implementation. Client hereby releases and holds harmless Universal Coaching Services L.L.C. from all liability for adverse actions or results created by client's failure to comply with a plan of treatment provided by client's physician(s) or failure to discuss any suggestions or referrals made by Universal Coaching Services L.L.C. prior to implementation of such suggestions or referrals.

6. The foregoing is not intended to be a complete list of all the terms and conditions governing the client-coach relationship. Universal Coaching Services L.L.C. reserves the right to supplement this list in writing or orally at a later date and time.

Confidentiality:

The nature of the wellness coaching relationship often requires the disclosure of personal health information by you, and, with your permission, your treating physicians and counselors. Please review a copy of our Notice of Privacy Practices regarding your rights and our responsibilities pertaining to your confidential health information.

Billing Procedures:

Phone Sessions and Video Chat:

The coach will contact you at the agreed upon time at the phone number provided. If you fail to make the appointment time, you are still responsible for the coaching fee unless twenty four (24) hour notice was given to reschedule the call. The coach will remain available for the duration of the allotted appointment, but is not required to make up any time lost due to your unavailability.

In-Person Sessions:

The coach will meet you at the agreed upon time and location. If you fail to make the appointment time, you are still responsible for the entire coaching fee unless twenty four (24) hour notice was given to reschedule. The coach will remain available for a reasonable period of time to accommodate the client's late arrival, but in no instance will the coach be required to remain at a given meeting site for more than fifteen (15) minutes beyond the appointment time.

*** The coach will make reasonable efforts to reschedule a missed coaching session. ***

Signature:		Date:	
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Print: _____

NOTICE OF PRIVACY PRACTICES

This notice describes how information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- Get a copy of your paper or electronic records maintained by us
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice

Your Choices

You have some choices in the way that we use and share information as we:

- Communicate with others about the work we do for you
- Market our services

Our Uses and Disclosures

We may use and share your information as we:

- Coach you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Your Rights

When it comes to your information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of your coaching records

- You can ask to see or get an electronic or paper copy of your coaching records and other information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Request confidential communications

• You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.

Ask us to limit what we use or share

• You can ask us not to use or share certain information for coaching, payment, or our operations. In certain limited circumstances, we may not agree to your request, but we will tell you why.

Get a list of those with whom we've shared information

• You can ask for a list (accounting) of the times we've shared your information, who we shared it with, and why.

Get a copy of this privacy notice

• You can ask for a paper copy of this notice at any time, even if you have already received the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

• You can complain if you feel we have violated your rights by contacting us using the information listed in this notice.

Your Choices

For certain information, you can tell us your choices about what we share. Tell us what you want us to do, and we will try to follow your instructions.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your information?

We typically use or share your information in the following ways.

Coach you

We can use your information and share it with other professionals who are coaching or treating you.

Example: Talking to your doctor about your overall health condition and the work we do together.

Run our organization

We can use and share your information to run our operations, improve the service you receive, and contact you when necessary.

Example: We use health information about you to manage your coaching services.

Bill for your services

We can use and share your information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Comply with the law

• We will share information about you if state or federal laws require it.

Address law enforcement, and other government requests

We can use or share information about you:

- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law

Respond to lawsuits and legal actions

• We can share information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We will follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can. Let us know in writing if you change your mind.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Other Instructions for Notice

- This Notice of Privacy Practices is effective as of March 9, 2015
- Our practice's Privacy Officer is:
 - o Elissa Erman, R.N.
 - Tel: (561) 634-0463
 - o E-mail: <u>ElissaErman@universalcoachingservices.com</u>

Universal Coaching Services L.L.C.

		INFORMATI nfidential Use Onl		Client #	
Legal Name				_Today's Date	
AddressStreet	t Address	Apartment #			
City		State		Zip Code	
Home Phone Leave Message? □Yes □	Work Phone	Leave Message?	Cell F Yes □No	hone Leave Me	essage? □Yes □No
E-Mail Address		Birth	Birthdate		Age
Emergency Contact Name	and phone num	per			
Occupation		Employer/	School		
Number of years (or highest level of) education				
Gender Relationship (or	r Couple) Status		Rac	e/Ethnicity	
Name/Address of financially respon insurance payor.)					rd party, non-
If client is a minor, name/address/ph	one of custodial	parent, if differen	t from name ab	ove	
Family and household members (inc needed.) Clarify if client is a minor					e on back if
Name	Age	Gender	Relationsl	nip	Living with you?
					□Yes □No
					□Yes □No
					□Yes □No
					□Yes □No

Is it important for you to have spirituality included in our coaching relationship? □Yes □No

____ ____

PLEASE CONTINUE ON NEXT PAGE

□Yes □No

Universal Coaching Services L.L.C.

Physician's Name	Phone	Date of last exam
Physician's Address		
It is our practice to coordinate care with th contact your physician, please check here <i>purpose.</i>)		
List any significant medical or surgical hi	istory	
List any medications, including suppleme months		
What are you hoping to achieve by worki		
Have you had any previous Wellness Coa	aching? □Yes □No If yes, when?_	
Name of Previous Coach(es)		Purpose/issues at that time
How did you learn about Universal Coach	hing Services L.L.C.?	
Did someone refer you to Universal Coac	-	
Name of person referring	-	ip to you
May we send a thank-you? □Yes □No		
First Name:		
Address (at least city & state):		
Would you like to be added to our mailing	g list for e-newsletters and/or print ne	ewsletters? \Box Yes \Box No
FINANCIAL INFORMATION		
Payment: Cash Check Credit C	Card □PayPal □Other (Please Sp	pecify)
Do you want to communicate with your w If yes, please read and sign the Acknowled		

Universal Coaching Services L.L.C.

Informed Consent for the Use of Electronic Communication

Clients of Universal Coaching Services L.L.C. who wish to communicate with their coach or other administrative staff by e-mail, text message, social media, or video chat (i.e. Skype) are welcome to do so. However, there are a number of privacy concerns and potential risks associated with electronic communications that you should consider before using them to transmit confidential information.

Electronic communications are not the preferred method of client contact for Universal Coaching Services L.L.C. We discourage the use of e-mail, text message, etc. for the communication of confidential health information and request that you use telephone or face-to-face methods of communication whenever possible.

E-mail, text message, social media, and video chat are unsecured forms of communication and are broadcast through systems and networks that are susceptible to interception. Because e-mails, text messages, and social media messages are not encrypted, even parties that receive them accidentally can look at the information contained in the messages. Messages can also be misaddressed and back-up copies can be retained even after the sender and recipient delete them.

Any information exchanged electronically increases the risk of confidentiality breaches. You are waiving your rights under federal and state privacy laws regarding the receipt and storage of confidential personal information when you send it to Universal Coaching Services L.L.C.'s staff by e-mail, text message, social media, or through unsecured video chat.

<u>Universal Coaching Services L.L.C. is not responsible for the interception or unauthorized access</u> of any unsecured communication sent by you or by us at your request.

Universal Coaching Services L.L.C. will not request your confidential information electronically. Likewise, Universal Coaching Services L.L.C. will not send your confidential information to you electronically absent your specific request to do so. Your request to receive confidential information electronically is a waiver of your right to secure electronic communications. If you insist on using unsecured means, Universal Coaching Services L.L.C. will transmit only the minimum amount of information necessary to respond to your request.

By signing below you understand the risks of, and are consenting to, the use of unsecured electronic communications by and between you and Universal Coaching Services L.L.C.

Signature:	 Date:	

Print Name: _____