

Client - Coach Agreement

Disclaimer: This form is provided by Nutrition Factors to the Provider Partner / Coach listed below as a courtesy. Any agreement entered into between the Client and the Coach is between the parties listed and not Nutrition Factors. The Coach is solely responsible for all offers, disclosures, secure keeping and privacy of the information contained herein.

This Agreement is entered into by and between:

Client: _____

Coach: _____

Credentials: _____ **Certification:** _____

Business: _____

Web Address: _____

whereby Coach agrees to provide Coaching for services outlined in **Schedule A**.

CLIENT - COACH RELATIONSHIP

1. Client acknowledges that Coach is an Independent Contractor and desires to hire the Coach to help with certain services outlined in schedule A.
2. Client acknowledges that Coach may use third party software tools and programs such as the Nutrition Factors coaching portal and other telehealth and billing service platforms. The Client agrees to abide by the terms and conditional use of the third-party software programs.
3. Prior to signing this agreement, Client has discussed the credentials of the Coach and has been given enough time to ask pertinent questions regarding the Coach's licenses or certifications qualifying the Coach to perform coaching duties in the state of residence of the Client.
4. Coach attests they are qualified or licensed in the state of practice of the client to perform coaching services outlined in Schedule A.
5. Client acknowledges that counseling sessions may be conducted via video chat through a Telehealth Portal. Coach has discussed the risks associated with online video chat and file transfer.
6. Client has been instructed not to transfer any personal health information via the Telehealth portal that Client does not want known to the public, should a breach occur.
7. Client is solely responsible for all final decisions and choices.

8. Client is responsible for their own well-being and state of health during this contract and is the sole person responsible for making all final decisions regarding their plan.
9. Client understands that the relationship between Coach and Client is professional and should not exceed scope of practice of Coach
10. Client understands results vary from Client to Client and Coach does not guarantee results as results are determined by Client's own effort, lifestyle, body type, metabolism and health condition.
11. Client understands that the guidance and advice given is not a substitute for the medical advice of their physician.

COMMITMENT

Client is hiring Coach to help Client make lifestyle changes that may help improve Client's overall health and wellbeing. Client agrees to the best of their ability to work with Coach to follow outlined plan that Client and Coach sets together.

CONFIDENTIALITY

Coach agrees to keep Clients information confidential except in those situations where such confidentiality information added or shared with third party software providers might be accessed to help Coach perform their job.

COACHING SESSIONS

Contract Period will begin on, ____/____/____ and will end on, ____/____/____. Client will schedule all appointments through the schedule link provided on Coach's Portal (see Web Address above). **Refer to Schedule A for the disclosure of services.** Prior to the end of the Contract Period, should the Client wish to continue receiving services, this agreement can be extended to continue month to month with fees to be determined prior to the end of the contract period.

RESCHEDULING AND CANCELLATIONS

Client agrees to rescheduling an appointment by calling the Coach with at least a 24-hour notice. Session can be rescheduled if cancelation takes place 24 hours in advance. It is important for Client to keep scheduled appointments as it may affect the outcome on results, should Client miss appointments. If the Client is more than 10 minutes late for a coaching session, the Client will forfeit the session and the session will be counted as an attended session. If fees are based on per session, the Client will be billed for the session if the Client did not cancel within 24 hours of the appointment.

TERMINATION OF SERVICES

Either Party may terminate this agreement with notice to the other party. Coach will not have to refund any of the fees collected if bound by this agreement. If a balance is still owed to Coach, the Client will pay Coach for the balance due.

If Coach does not keep appointments with Client and breaches this contract, Coach will refund Client and other parties involved the amount for fees collected that was not performed.

EXPECTATIONS

Communication and accountability is key to reaching the goals set by Client in Schedule A. Coach's responsibility is to share concepts, insights and resources to help Client be successful during the Coach/Client Relationship. Coach agrees to maintain a standard of ethics. Client understands that results vary from client to client and is based on the Clients own effort and actions.

ROLE OF THE COACH

The role of the Coach is to help the Client make general healthy lifestyle decisions and aid the Client in the process of self-management support, navigate nutrition, fitness and lifestyle tools, promote behavior change, and provide emotional support. It is not the role of the Coach to treat medical conditions, give medical advice or perform services outside of their scope of practice.

MEDICAL DISCLAIMER

Client understands that the information given by the Coach is not meant to treat, cure, or take the place of any treatment, medication or physician's instructions or advice. Client understand that they are ultimately the sole person responsible for their health, food choices, allergies, food intolerances and actions. Client understands that they should always consult their physician or other healthcare provider first before starting this or any health, wellness or nutrition program. Client acknowledges that before changing their diet or starting an exercise program, they should consult their physician to see if they are healthy enough to do so. Client understands that Coach's advice is not a substitute for obtaining professional medical advice from a physician. Client acknowledges that they should talk with a physician about appropriateness of this information and program and how it could affect the Client's own personal health and medical condition.

LIMITATION OF LIABILITY AND DAMAGES

The entire extent of liability of Coach shall be limited to the amount of coaching fee minus time spent and services rendered. Client agrees to hold harmless Coach and any third-party affiliates that Coach may have used for any wrongdoing or negligence without limitation for any damages, liabilities,

expenses or claims resulting from loss of Client's information, content provided, misinformation or misconduct.

Agreement

Client agrees to these conditions set forth by Coach and this Agreement shall be binding to both parties and their respective successors. Client should sign agreement and return a signed copy to Coach.

Client _____

Coach _____

Email _____

Email _____

Phone _____

Phone _____

Address _____

Address _____

Signature _____

Signature _____

Date _____

Date _____

SCHEDULE A

Plan Name _____

Purpose _____

Nutrition Goals _____

Fitness Goals _____

Lifestyle Goals _____

Overall Wellness Goals _____

Food Likes and Dislikes Forms _____

Allergies or Food Intolerance Form _____

Medical Condition Form _____

Services Provided

Time Period

Start: ____/____/____ End: ____/____/____

Sessions Per Week _____ Sessions Per Month _____

Total Sessions _____

Fees

Fees will be rendered through a secure payment from Coach's telehealth platform or from a third-party software package such as Nutrition Factors. Payment for services will be paid at the time of service or a one-time payment depending on the program.

Cost of Program \$ _____

Payment Type (Debit or Credit Card Billed Through Telehealth)

Instructions

Evaluation
