

Kramer Health Coaching Agreement for Services Provided

This Agreement is entered into by and between: Jeff Kramer of Kramer Health Coaching LLC (hereby referred to as “Coach”) and _____ Name, Address (hereby referred to as “Client”) whereby Coach agrees to provide health coaching services for Client focusing on topics/results/outcomes/goals agreed upon by Coach and Client.

Description of Coaching: Coaching is partnership (not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal health goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship: **A.** Coach agrees to maintain the ethics and standards of behavior established by the National Society of Health Coaches (NSHC). It is recommended that the Client review the NSHC Code of Ethics (<https://www.nshcoa.com/about/>) and the applicable standards of behavior. **B.** Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or treat/cure any medical disease. **C.** Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time. **D.** Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client’s responsibility. **E.** Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client’s exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach. **F.** The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services: The parties agree to engage in a ___ month coaching program through weekly meetings (60 minutes via phone or video chat) at a day and time mutually agreed upon by Coach and Client. Coach will be available to Client by e-mail and text messaging in between scheduled meetings.

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3) Schedule and Fees: This coaching agreement is valid as of MM/DD/YYYY. The fee is \$500.00 per month and payment shall be received prior to coaching services being rendered. Client may pay monthly or for multiple months at one time. If client pays monthly, payment must be received prior to date of month in which services started. (Example: if client makes initial payment on April 17th, then next payment must be made by May 17th for services to continue. Services will resume once payment is received (if payment is late). The calls/meetings shall be 60 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

4) Procedure: The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings xxx-xxx-xxxx. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

5) Confidentiality: This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the NSHC Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Release of Information (Optional, based upon specific situation): The Coach engages in training and continuing education pursuing and/or maintaining NSHC (National Society of Health Coaches). That process can require the names and contact information of all Clients for possible verification by NSHC. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with NSHC staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared. Client Agrees _____
Client Refuses _____ According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training,

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supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7) Cancellation Policy: Client and coach agree to notify each other at their earliest convenience if either must cancel a meeting. Three cancellations or failures to cancel will result in termination of Agreement. Coach and Client will attempt in good faith to reschedule the missed meeting.

8) Record Retention Policy (Optional, if the Coach as adopted such a policy): The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in electronic format for a period of not less than 2 years.

9) Termination: Either the Client or the Coach may terminate this Agreement at any time for any reason. If the Client or Coach terminates the agreement, then a pro-rated refund for any remaining months paid for will be provided.

10) Limited Liability: Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

11) Entire Agreement: This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

12) Dispute Resolution: If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, then both parties shall agree to an independent arbitrator to settle the dispute.

13) Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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14) Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15) Applicable Law: This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.

16) Binding Effect: This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and mail the other to: Coach and Address: CLIENT: Client Name and address
Name/Title: Signature: Date: Coach/ for _____ (company name) Name/Title: Coach and title

Signature:

Date: