

NURSE COACHING AGREEMENT

This Nurse Coaching Agreement (this "Agreement") is between The Human Condition Nurse Coaching PLLC. (the "Nurse") and the client whose name appears in the signature line (the "Client"). The Client and Nurse are referred to as the "Parties", and each a "Party". This Agreement is Effective as of the date specified in that attached Statement of Work.

The Parties agree as follows:

1. Nurse Coaching. The Nurse shall provide the Client nurse coaching, which will involve direct and personal conversations conducted via scheduled face-to-face, video, or phone appointments. This may include, but is not limited to, one or more of the following: creation/development of personal, professional, emotional, spiritual, mental, physical, and lifestyle goals and to design and carry out a strategy/plan for achieving those goals; identifying and addressing specific personal struggles, professional issues, or general physiological conditions; value clarification, brainstorming, identifying plans of action, examining modes of operation in life, asking clarifying questions, and making empowering requests or suggestions for action (collectively, "Nurse Coaching").

2. Client Obligations. Nurse Coaching is a collaborative process. In order for it to be successful, the Client acknowledges that they:

2.1 *Must* be punctual, present, and undistracted during the coaching sessions;

2.2 *Must* invest time and energy in the Nurse Coaching sessions;

2.3 *Must* independently complete reflections and assignments and provide their full attention and energy to these assignments, as they are a valuable part of the Nurse Coaching process; and

2.4 *May* choose to disclose details of their past or present psychological, psychiatric, and/or medical history or treatment.

3. Session Scheduling. The Nurse Coaching sessions will be scheduled in advance at mutually agreed upon dates and times. To cancel a scheduled Nurse Coaching session, the Client must provide the Nurse at least 48-hours' written notice (via e-mail or text) in order to be eligible for a reschedule. Missed appointments or cancellations within the 48-hour window will result in forfeiture of the coaching session. A particular session can only be rescheduled once. Of course, life happens, and emergencies do come up. In these cases, exceptions may be considered at the Nurse's discretion. The Nurse reserves the right to cancel and reschedule coaching sessions as needed, and will provide as much notice to the Client as possible.

4. Fees and Expenses.

4.1 Fees. Client shall pay the Nurse the fees as provided herein and as set out in the attached "Statement of Work." Unless otherwise provided, fees will be payable upon receipt of invoice and in no event more than three (3) days thereafter.

4.2 Late Payments. Payments more than three (3) days overdue late. All late payments shall bear simple interest at 10%. The Nurse may suspend the Nurse Coaching when a payment is late.

4.3 Refund Policy. All fees paid by Client to Nurse under the Agreement are non-refundable. The Client is responsible for communicating any dissatisfaction with Nurse Coaching with the Nurse as soon as possible. Prompt communication will allow the Nurse to restructure the Nurse Coaching strategy accordingly.

5. NO WARRANTY. THE CLIENT ACKNOWLEDGES THAT HE OR SHE IS UNIQUE AND THAT THE NURSE CANNOT AND DOES NOT PROMISE OR GUARANTEE ANY RESULT. THE NURSE PLAYS THE ROLE OF A FACILITATOR OF CHANGE, BUT IT IS THE CLIENT'S RESPONSIBILITY TO ENACT OR BRING ABOUT THE CHANGE. AS SUCH, THE NURSE MAKES NO REPRESENTATIONS OR WARRANTIES AND THE NURSE COACHING IS PROVIDED AS-IS. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos shall be owned by the Nurse. The Nurse grants Client a limited, non-exclusive, personal license to use all such intellectual property free of additional charge for personal purposes only. Such license is subject to revocation by the Nurse at will. The Client may not share the Nurse's intellectual property.

7. Confidentiality. The Parties agree to the attached Confidentiality and HIPAA Disclosure Consent, attached hereto and incorporated herein.

8. Release of Liability. The Client acknowledges that the Nurse Coaching services are not provided in lieu of other professional medical services. Client hereby releases and holds harmless the Nurse from any and all liability, damages, claims, causes of action whatsoever resulting from the Nurse Coaching in accordance with the Liability Release, attached hereto and incorporated herein.

9. Term, Termination, and Survival.

9.1 Term. This Agreement shall commence as of the date the Agreement has been signed by all parties, (the "Effective Date") and shall continue for the Initial Term specified in the Statements of Work, unless sooner terminated pursuant to Section 9.2 – 9.4.

9.2 Default. Either Party may terminate this Agreement, effective upon sending written notice to the other Party (the "Defaulting Party"). With respect to a material breach capable of cure, the Defaulting Party may cure such breach to the satisfaction of the other Party within ten (10) days after receipt of notice.

9.3 Early Termination by Nurse. Notwithstanding any language above to the contrary, the Nurse may terminate this Agreement before the end of the Initial Term on written notice if either (a) the Client fails to pay or (b) the Nurse, in its sole discretion, feels the relationship will not lead to a positive outcome for the Client. If the Nurse terminates this Agreement before the expiration of the Initial Terms, the Nurse will refund the Client a proportional amount of money under the circumstances, as determined in the Nurse's sole and absolute discretion.

9.4 Early Termination by Client. Notwithstanding any language above to the contrary, the Client may terminate this Agreement prior to the expiration of the Initial Term; provided, however, such termination shall be effective upon receipt by the Nurse of an early termination fee equal to two (2) times the monthly fee.

9.5 Survival. The rights and obligations of the parties set forth in Sections 6 - 9, and any right or obligation of the parties in this Agreement will survive any such termination or expiration of this Agreement.

10. Entire Agreement. This Agreement, including and together with any related Statements of Work, Confidentiality and HIPAA Consent, Liability Release, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

11. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable.

12. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each Party.

13. Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

14. Relationship of the Parties. The Nurse is a self-employed independent contractor.

15. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Arkansas.

16. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

The Human Condition Nurse Coaching PLLC.	Client: _____
/s/ _____	/s/ _____
Name: _____	Name: _____
Date: _____	Date: _____

OR I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I consent to the terms and conditions of this Release.

Name and Signature of parent or legal guardian, if under 18

Date

ATTACHMENTS:

- Statement of Work
- Confidentiality and HIPAA Disclosure Agreement
- Assumption of Risk and Liability Release

STATEMENT OF WORK

CLIENT NAME:

SERVICE START DATE: [INSERT DAY WHEN SERVICES WILL START]

PACKAGE

MONTHLY FEE:

CONFIDENTIALITY AND HIPAA CONSENT

THIS NOTICE DESCRIBES HOW YOUR MEDICAL INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Confidentiality and HIPAA Consent (this "Consent") is entered into in conjunction with the Nurse Coaching Services Agreement (the "Agreement") between The Human Condition Nurse Coaching PLLC. (the "Nurse") and you, the client whose name appears in the signature line (the "Client").

1. Confidentiality. Any information the Client discloses to the Nurse in connection with the Nurse Coaching (as defined in the Agreement) will be kept strictly confidential in accordance with professional nursing requirements, subject to the following terms and conditions.

2. HIPAA Notice of Privacy Practices. HIPAA requires the Nurse to safeguard the Client's protected health information (PHI) which includes any information that could reasonably identify the Client, including data about health conditions, the Coaching Services and payment for those services. Under HIPAA, the Nurse may use and disclose Client's PHI for the following reasons:

2.1 Treatment. To coordinate care, the Nurse may disclose the Client's PHI to physicians, psychiatrists, psychologists and other licensed health care providers who are involved with the Client's care.

2.2 Business Operation. For efficient business operations, the Nurse may disclose the Client's PHI; for example, to evaluate the Nurse's performance, to ensure the Nurse is in compliance with applicable laws, for appointment reminders and health related benefits or services.

2.3 Payment. To bill and collect payment for the Nurse Coaching, the Nurse may use or disclose the Client's PHI.

3. Obligatory Disclosures. Generally, nurses are listed in most, if not all, mandatory reporting statutes. Mandatory reporting statutes include child abuse and neglect reporting statutes, medical neglect of children and the elderly, elder abuse in the community or in nursing homes reporting laws, and domestic violence. The Nurse may disclose PHI in the following circumstances, and as required by law:

3.1 Danger. Disclosure is compelled or permitted by the fact that the Client are in such a mental or emotional condition as to be dangerous to the Client or the person or property of others, and the Nurse determines that disclosure is necessary to prevent the threatened danger.

3.2 Abuse. Disclosure is mandated by the child abuse/neglect reporting laws or the elder/dependent adult abuse reporting laws. If the Nurse has a reasonable suspicion that abuse or neglect has occurred, the Nurse must report.

3.3 Public Health. To prevent and control disease, including communicable disease, the Nurse may be obligated to share your PHI.

3.4 Lawsuit. If a lawsuit is filed against the Nurse or other legal proceeding, the Nurse may be required to disclose PHI by court of law, arbitration panel, taxing authority, and as part of the Nurse's defense in court, or if an arbitrator or arbitration panel compels disclosure when arbitration is lawfully requested.

3.5 Oversight. Disclosure may be made when required or permitted to a health oversight agency for oversight activities authorized by law.

4. Disclosures to family, friends, or others. The Nurse may provide the Client's PHI to a family member, friend or other individuals with the Client's consent. The Client has the right to object in whole or part and the Nurse must reasonably comply. Retroactive consent may be obtained in emergency situations.

5. Additional, Optional Disclosures. By signing this Confidentiality and HIPAA Disclosure Agreement, the Client consent to the following disclosures:

5.1 Business Associates. The Nurse may disclose the Client's PHI to its business associates. The Nurse will have contracted with entities (defined as "business associates" under HIPAA) to help us administer the Coaching Services. The Nurse will enter into contracts with these entities requiring them to only use and disclose the Client's health information as we are permitted to do so under HIPAA.

5.2 Marketing Purposes. For marketing purposes, the Nurse may use and publish any testimonials, reviews, quotes, or other communications regarding the Services made by you. The Nurse will not share any details related to your health.

6. Client Rights.

6.1 Revocation of Written Authorization. By signing below, the Client agrees to the above authorizations. The Client's signed authorization to disclose the Client's PHI, may later be revoked in writing to stop future disclosures.

6.2 Copies. The Client has the right to inspect and request copies of the Client's PHI. The Client may request the Client's information in writing and the Nurse will respond within 30 days. If the Nurse must deny the Client's request, the Nurse will give the Client reasons for the denial in writing. The Client is entitled to a list of the disclosures of the Client's PHI that the Nurse has made upon 60 days' notice. This will not include disclosures that the Client has authorized.

6.3 Amendments. If the Client believes there is an error in the Client's PHI, the Client has the right to request that the Nurse correct information or add missing information. Client's request for this amendment just be made in writing and the Nurse must respond within 60 days. The Nurse may deny the Client's request if the Nurse find that the PHI is complete and correct or may not be disclosed. The Nurse's written denial must explain the reasons for the denial and the Client's right to file a written objection. If the Client does not file a written objection, the Client will still have the right to ask that the Client's request and the Nurse's denial be attached to any future disclosures. If the Nurse

agrees to make changes to the Client's PHI, the Nurse will also advise all others who need to know that the changes have been made.

7. **Complaints.** If the Client feels the Nurse has violated the Client's privacy rights or if the Client objects to a decision the Nurse has made about access to the Client's PHI, the Client is entitled to file a complaint with us directly at:

garylambert@the-human-condition
.coach

8. . The Client can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775. The Nurse will not retaliate against the Client for filing a complaint.

Printed Name

Signature

Date

OR I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I consent to the terms and conditions of this Release.

Signature of parent or legal guardian, if under 18

Date

LIABILITY RELEASE

BY SIGNING THIS DOCUMENT, YOU MAY BE FORFEITING LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

This Liability Release (this "Release") is entered into in conjunction with the Nurse Coaching Services Agreement (the "Agreement") between [The Human Condition Nurse Coaching PLLC.] (the "Nurse") and you, the client whose name appears in the signature line (the "Client").

1. **Risks and Potentially Harmful Activities.** The Client acknowledges that the Nurse is not a medical doctor. The Nurse may utilize alternative and unconventional forms of health management that are experimental and/or have not been scientifically tested, approved, or proven. By participating in Nurse Coaching, the Client acknowledges that, as a result, they may encounter adverse effects, including but not limited to: damage to health, weight gain, medical problems, side effects, stress, anxiety, depression and/ or other physical or mental ailments. Client acknowledges that there is no guarantee as to the outcome.

2. **Not Professional Advice.** The Client understands that the Nurse Coaching is not to be used as a substitute for professional advice by legal, psychological, mental health, medical, nutritional, financial, business, spiritual or other qualified professionals. The Client agrees to seek independent professional guidance for such matters. The Client agrees that he or she is solely responsible for seeking independent professional guidance and the Nurse has no responsibility to inform, direct, or assist the Client in doing so.

3. **Third Party Materials.** Periodically, the Nurse may provide links to other web sites or written print material which may be of value, interest and convenience to the Client. This does not constitute endorsement of material at those sites or any associated organization's product or service. The Client agrees he or she is solely responsible for making his or her own informed decision about the accuracy of the information at those sites and print material.

4. **Assumption of Risks.** The Client agrees that utilizing Nurse Coaching is entirely at the Client's own risk. The Nurse is not responsible for any risk to the Client. Any actions or lack of actions, taken by the Client of such Nurse Coaching, is done so solely by choice and responsibility of the Client and is neither the responsibility nor liability of the Nurse. The Client takes full responsibility in the decisions they make after being coached, as well as the consequences. The Client is fully responsible for his or her physical, mental, and emotional wellbeing during their Nurse Coaching sessions and the duration of the Nurse Coaching. The Client acknowledges that they are voluntarily participating in the Coaching Services despite their knowledge of the dangers and risks involved. **THE CLIENT AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE NURSE OR OTHERWISE.**

5. **RELEASE OF LIABILITY.** THE CLIENT EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW OR LATER KNOWN, AGAINST THE NURSE AND ITS EMPLOYEES OR CONTRACTORS ARISING OUT OF OR ATTRIBUTABLE TO THE NURSE COACHING. THE CLIENT AGREES NOT TO MAKE OR BRING ANY CLAIM AGAINST THE NURSE AND FOREVER RELEASE AND DISCHARGE THE NURSE FROM LIABILITY UNDER SUCH CLAIMS.

6. Miscellaneous. This document will be interpreted in accordance with the laws of the State of Arkansas and is meant to be as broad and inclusive as the laws of allow. The Client submits to the jurisdiction of the federal and state courts located within this state. If any part of this document is found invalid, the remaining parts will still be enforceable. The Client expressly intends for this Release to bind all of their heirs and relatives, whether by blood, marriage, or adoption while they are alive and the Client's heirs, assigns, and personal representative if they die. The Client understands this Release constitutes a waiver, release, discharge, and covenant not to sue the Nurse. This Release prevents the Client, their family, heirs, assigns, and personal representative from seeking medical reimbursement or making any claims or initiating legal proceedings against the Nurse, whether on their behalf or otherwise, even where the Company acted negligently.

By signing below, the Client acknowledges that they have carefully read both pages of this document and understand them. They acknowledge that they are voluntarily and contractually releasing substantial legal rights, including the right to sue the Nurse. Even so, they are signing this document willingly and voluntarily.

Printed Name

Signature

Date

OR I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I consent to the terms and conditions of this Release.

Signature of parent or legal guardian, if under 18

Date