



Voci Health Works

Health Coaching Agreement

This agreement is made today between Voci Health Works LLC (“VHW”) and the person named at the end of this document (“Client”). This Agreement pertains to all services to be provided by VHW to the Client.

SCOPE OF A HEALTH COACHING RELATIONSHIP

VHW partners with clients seeking self-directed, lasting changes, aligned with their values, which promote health and wellness and, thereby, enhance well-being. In the course of coaching, VHW displays unconditional positive regard for clients and a belief in their capacity for change. VHW believes that each client is an expert on his or her own life and engages clients with respect and without judgment.

SCHEDULING

Regular coaching sessions last 50 minutes and usually take place at VHW’s place of business or the Client’s location. VHW understands that clients have busy schedules and strives to begin and end each session on time. Clients should arrive on time and be ready to begin the session at the appointed time.

Clients must cancel or reschedule sessions no later than 24 hours prior to the start time of a session, otherwise clients will be charged for the missed session. For clients who have purchased packages of sessions, a missed session will count against the package. In the event of an emergency, please contact VHW and we will work with you to accommodate your situation.

PAYMENTS AND REFUNDS

Payment is due at the time of the provided service. Payments may be made online with a credit card prior to a session or in person at a session by credit card or check. Refunds for pre-payment of a session are subject to the cancellation policy.

The Client may also pre-purchase a package of sessions at a discounted rate. Should the Client voluntarily discontinue use of the services of VHW, packages are not refundable in whole or in part.

VHW reserves the right to cancel services to the Client if at any point VHW determines it is not advantageous for the coaching arrangement to continue. If this happens, any remaining package value will be refunded.

TERMINATION OF THE COACHING RELATIONSHIP

If at any time, either party is not satisfied with the coaching arrangement, either party may terminate the relationship without notice, subject to the cancellation and refund policies outlined above.

ETHICAL CONDUCT

VHW adheres to the ethical standards outlined in the International Consortium for Health & Wellness Coaching (ICHWC) Code of Ethics, available here: <https://goo.gl/yX5mTm>.

DISCLAIMERS

The coaching services received from VHW are not offered as a substitute for professional medical or mental health care and are not intended to diagnose, treat or cure any medical conditions. VHW is not acting as a medical professional or mental health counselor.

Health Coaching is not a substitute for medical care or mental health care and the Client agrees not use it in place of any form of professional treatment.

The Client has chosen to work with VHW and agrees that he or she is fully responsible for his or her well-being, choices, and decisions before, during, and subsequent to the coaching relationship. Therefore, VHW can not guarantee the results of any services provided.

Health Coaching is, at present, an unregulated industry and VHW is not licensed by the State of California or any other state. For all legal purposes, the services provided by VHW will be considered to be provided in the State of California.

WAIVER OF LIABILITY

The Client expressly assumes the risks of any lifestyle changes he or she chooses to make. The Client therefore releases VHW from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against VHW, arising from the Client's acts or omissions with respect to the services received by VHW.

PRIVACY AND CONFIDENTIALITY

VHW will keep the Client's Personally Identifiable Information (PII) confidential, and will not share any Client information to any third party unless compelled to by law.

VHW will not distribute any Client information to the Client via voicemail, email, or any other means of messaging except as expressly permitted by the Client.

At the request of the Client and with the Client's express written consent, information may be shared with specifically designated third parties.

VHW cannot guarantee the security or stability of any third party technology used in the course of the coaching relationship including but not limited to websites, apps, and email providers. By voluntarily using such technology the Client accepts the risks to confidentiality and data loss such use poses.

ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event that there ever arises a dispute between VHW and the Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties,

the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of paid fees. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

This agreement shall be construed according to the laws of the State of California. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: (1) he or she has received a copy of this agreement; (2) he or she has had an opportunity to discuss the contents with VHW and, if desired, to have it reviewed by an attorney; and (3) the Client understands, accepts and agrees to abide by the terms hereof.

I have read, understand and agree to all of the above.

Client

Voci Health Works LLC

Signature

Signature

Printed Name

Printed Name

Date

Date