

TELE COACHING CONSENT FORM

INTRODUCTION

This consent form is intended to inform you, the client, about the nature, benefits, and risks of our services. It also outlines your rights and responsibilities when receiving tele coaching remotely. Please read this document carefully and indicate your understanding and agreement by signing at the end.

This agreement is between the Doctorsaid,LLC, represented by doctors, medical residents and trainees (hereinafter referred to herein as “Coach”), and you (hereinafter referred to herein as “Client or “You”).

1. DESCRIPTION OF TELE COACHING.

Given the growing challenge of achieving personal health, professional success, optimal work- life integration and other life goals, there has been a growing need for a thinking partner for each individual to help those individuals navigate their day-to-day physical, mental and psychological challenges. There is a need to help individuals holistically, as opposed to just as patients, or employees. Research has shown that coaching has proven to be a successful approach.

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize clients’ personal and professional potential for growth. It is designed to facilitate the planning, creation and development of personal, professional, health or career goals and to develop strategies and tactics to execute those goals.

Tele Coaching involves the use of electronic communications to enable coaches at different locations to share individual client(s’) information for the purpose of delivering services.

Coaches may include medical doctor(s), medical residents in training, specialists, and/or subspecialists. The information shared between clients and coaches may be used for disease prevention, disease diagnosis, therapy, follow-up, and/or Client education, information may include and not be limited to any of the following:

- Individual medical records
- Medical images
- Live two-way audio and video

- Output data from medical devices and sound and video files
- Personal, Financial and career related information

2. EXPECTED BENEFITS

- Access to medical information by enabling Client to remain in a remote location while consulting with Coach.
- Efficient advice regarding medical or personal coaching questions.
- Allowing clients to establish a connection with a coach who can provide an empathetic long-term relationship.
- Allowing clients to access credible medical information, and to come up with individually tailored holistic plans.

3. POSSIBLE RISKS

As with any medical intervention, there are potential risks associated with the use of tele coaching, these risks include, and may not be limited to:

- In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images, limited physical examination) to allow for appropriate decision-making by Coaches.
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment or technology.
- In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical information may result in adverse drug interactions or allergic reactions or other judgment errors.
- Tele coaching has limited access to timely tools to manage certain conditions, for example limited access to labs, ECGs, and radiology machines can make it impossible for tele coaching to assist with several medical conditions. You will be notified if the Coach is unable to provide a particular service, but it will be the Client's responsibility to arrange for such care.
- If you authorize us to **phone calls, emails, social media platforms and text messages as needed, for the purpose of exchanging information, you understand that sharing reviews could lead to the breach of your individual health or personal information.**
- All communication shall made through HIPAA compliant means, and Client agrees not to share any information concerning the care provided through any social media or other non-secure platform.

4. CLIENT RIGHTS

- You have the right to withhold or withdraw consent to the use of tele COACHING at any time upon thirty (30) days written request.
- You have the right to inspect all information obtained and recorded during tele-coaching interaction and may receive copies of this information for a reasonable fee, as allowed by law.
- You have the right to ask your coach to explain all of your coaching options, and you have the right to choose and coauthor your coaching plan
- You have the right to ask for literature and supportive evidence to educate yourself
- Your information will be treated with the highest level of professionalism and privacy, consistent with HIPPA rules and state law to the best of our ability.
- You have the right to be treated with the highest degree of respect, in keeping with the International Coaching Federation (ICF) Code of Conduct.

5. CLIENT RESPONSIBILITIES

- You agree to provide accurate and complete information about your personal and medical history and current condition. You must use a reliable device with reliable and private internet access.
 - You understand that if you withhold information, your coach may not be able to make clinically appropriate medical decisions, and this may affect your care.
 - You understand and agree to use remote technology at your own risk. For example, you must be sure to be in a private location before the session starts.
 - You understand coaching is not psychiatric therapy and does not substitute for such therapy if needed, and does not prevent, cure, or treat any mental disorder. If therapy is required, you agree to procure such care at your own expense.
 - You acknowledge and understand that tele coaching can NOT be a substitute for care delivered by Emergency Departments, Urgent Cares Clinics, Primary Care Clinics, or hospitals, even if coaches prescribe medications for clients, or provide clients with medical advice.

You acknowledge that coaching is a comprehensive process that may involve different areas of your life, including work, finances, health, relationships, education and recreation. You agree that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively your responsibility.

- You acknowledge 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 counselling, 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 you and the Coach.

- You understand that Tele coaching is **not a substitute for in-person MEDICAL care**, and that you may be advised by your coach to seek in-person services.
- You understand that alternatives to our services may include other telehealth providers and or in-person providers.
- Sessions **may be recorded** for documentation, training, or quality assurance purposes **with your consent**.
- These recordings may be **processed by AI tools**, under strict confidentiality and data protection standards.
- You agree to inform your Coach if you experience any technical difficulties during the coaching sessions.
- You understand that your Coach will NOT replace or substitute your main and primary medical provider(s).
- You agree to indemnify and hold harmless coaches and providers from any errors arising from the technological limitations, which include and are not limited to limited physical examination, limited access to medical records, labs and radiological studies, and limited access to coaches or other providers.
- You understand and agree that a Coach is and will not serve as your physician in any capacity, even if he/she prescribes or modifies medications for you. You must call 911 or report to any emergency department if you develop any new medical symptoms or signs. You must have a primary care provider, and you are advised to retain and consult with your primary care provider to incorporate their advice in your plan.

6. LIMITATION OF PROVIDER LIABILITY

By signing this consent, you acknowledge and agree to the following:

- You understand that tele coaching is not a substitute for in-person medical care and that your coach may refer you to an in-person evaluation if necessary.

- You understand and agree that tele coaching offers limited ability to access Protected Health Information, Coaches will do their best to protect any shared information, but it may not be at the same standard as a healthcare facility would protect their information.
- You will not hold your provider or the medical practice responsible for any information lost due to technical limitations/failures or for medical decisions made based on incomplete or inaccurate information provided by you.
- You agree not to pursue legal action against your coach/ provider or the medical practice for outcomes resulting from the limitations of telemedicine technology or from undisclosed or incomplete information on your part.
- The coach/provider and medical practice are not responsible for delays in evaluation or treatment due to technical issues beyond their control.
- You understand and agree that if there is any technical failure, or if you are not able to connect with your Coach, you are advised to call 911 and report to the nearest Emergency department
- **Emergency Protocols:** You understand and acknowledge that our services should not be used for ANY urgent, emergent, life-threatening, or mental health crisis situations.
- You understand and agree that if your Coach deems your condition urgent, he/she will advise you to report to the nearest Emergency department; it will then be your responsibility to report to the emergency department immediately.

7. CONFIDENTIALITY

All information shared during your tele coaching session will be kept confidential and will only be disclosed to individuals involved in your care or as required by law. We will **not share your information** without your written consent, except as required by law

The Coach agrees NOT to disclose any information pertaining to the Client, including Client's name, without the Client's written consent.

8. CONSENT TO TELE COACHING SERVICES

By signing below, you acknowledge that you have read and understand the information provided above regarding tele coaching. You hereby give your informed consent to receive tele coaching services. You also acknowledge that you have had the opportunity to ask questions regarding the use of tele coaching, and its risks, benefits and alternatives as listed above, and that your questions have been answered to your satisfaction.

9. MISCELLANEOUS

- **Severability.** If any provision of this Agreement is found to be invalid or unenforceable

under any applicable law, that provision shall be enforced to the extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

- **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous and contemporaneous oral and written negotiations, agreements, undertakings or other commitments. No covenant or condition not expressed in this Agreement or incorporated herein by reference shall affect or be effective to interpret, change, or restrict this Agreement.
- This Agreement is not health insurance, and the Coach will not file any claims against the Client's health insurance or plan for reimbursement of any services covered by the Agreement. This agreement does not qualify as minimal essential coverage to satisfy the individual shared responsibility provision of the Patient Protection and Affordable Care Act, 26 USC s. 50000A. This Agreement is not workers' insurance and does not replace a Patient's obligation under chapter 440, Florida Statutes.
- **Amendments.** This Agreement may be modified or amended only in writing executed by both parties.