

The She Thrives, MD Program Agreement

This agreement is between The Institute for Physician Wellness, LLC and me, the client registering for this program. Throughout this agreement, I, the client, am referred to as “I” or “me,” unless otherwise noted. The Institute for Physician Wellness, LLC, Kathy Stepien, Katie Townes McMann, all contracted physician coaches, and support staff are referred to as “IPW.” The agreement itself is referred to as the “Agreement.”

Coaching Relationship & Mutual Responsibilities

1. Coaching Services and Medical Education

The service to be provided by IPW to me is **Coaching** (zoom/tele-coaching) and **medical education**, as designed jointly. Coaching, which is not therapy, medical care, advice, or counseling, may address specific personal projects, career development, business start-up and development, personal goals and/or general conditions in my life or profession. The coaching and medical education provided by IPW is intended to help me grow my capacity to create the future I envision, develop leadership skills, and make more effective and fulfilling moves in my life and my work. I am aware that the coaching process may include but is not limited to conversation, movement, meditation, assigned readings, and ongoing practice and fieldwork in my day-to-day life. Medical education is provided in conjunction with Continuing Education, Inc. I understand I am able to claim up to 24 hours *AMA PRA Category 1™* Credit. To be awarded this credit, I will complete an attestation of my attendance. The timeframe and other details about the program and services that I agree to are included below.

2. Coach Responsibilities

Through this Agreement with IPW, I will receive individual and group coaching services. IPW will act as a full partner in the coaching and take responsibility for providing value by listening deeply, asking provocative questions, challenging untested assumptions, revealing blind spots, offering alternative perspectives, sharing relevant resources, co-designing actions and practices, and supporting change. Coaches will help me remain accountable to my most important goals, support me in changing long-held habits that are no longer serving me, and design practices to help me develop new skills that will improve my results. Should something in my situation lie outside the scope of what my coach provide, IPW will promptly make an appropriate referral or other recommendation.

3. Client Responsibilities

I agree to act as a full partner in the coaching and take responsibility for getting value out of the relationship by being accountable for my own learning and asking directly for the kind of support I want and need. I agree to take 100% responsibility for the results I achieve by engaging fully in the learning process and taking action on what I learn. I understand and acknowledge that no one can guarantee specific results from coaching, and that any outcomes of the coaching rely entirely upon my own efforts. I recognize that no guarantee of results has been made, either express or implied. I agree to take full responsibility for the results I either

do or do not receive from the coaching. Throughout our working relationship we will continue to engage in very direct and personal conversations. I can count on IPW to be honest and straightforward, asking questions and making requests. The purpose of our interactions is to forward my own professional and/or life action and to deepen my learning. I firmly understand that only I can grant power to the coaching relationship, and I agree to do just that. If I feel that the coaching is not working as desired, I agree to raise any questions or concerns promptly with IPW and take action to return once again the power to the coaching relationship.

I agree that my participation in any class, group coaching or individual coaching session is entirely at my will. I agree to keep all conversations within the classes and sessions private. If I join the program's Facebook group, I agree to maintain the honesty, integrity and privacy deserving of such group membership.

4. Confidentiality

Coaching is a confidential professional relationship. Unless I give my permission otherwise, IPW will hold all session information completely confidential within the limits of the law. We will be discussing specific personal information. IPW will treat this information with the utmost respect and confidentiality.

I am aware that the coaching profession does not have a legally binding coach-client confidentiality clause in the way that other professions do, and that IPW voluntarily chooses to protect all their clients in this way.

5. Technology: Video classes involves the use of audio-visual or other electronic communications to interact with me with respect to the services herein. For the purpose of instruction, each zoom class will be recorded for later review of enrolled participants. I consent to this recording and understand that it is for instruction purposes only. I understand the group and individual coaching calls will not be recorded.

6. Disclaimer

While Kathy Stepien, Katie Townes McMann and contracted physician coaches have all manner of relevant training in multiple different modalities including being a qualified medical physician, I acknowledge that they are not practicing as a psychologist or medical physician in this relationship.

I further acknowledge and agree that she does not and will not provide any of the following services: a) medical advice, b) treatment or diagnosis of any physical or mental illness, c) therapy, psychological counseling, psychoanalysis, or behavioral therapy, d) procurement of employment, business, or sales for the client, e) accounting services, tax advising, or investment counseling, or any other advice that falls under the purview of other professions. Any opinions requested or offered in these realms are simply the opinions of an educated layperson and nothing more.

7. Waiver of Liability/Indemnification

I am requesting coaching and teaching for enhancing my professional, and/or personal well-being. With regards to these services, Kathy Stepien, Katie Townes McMann and contracted physician coaches will serve only as a coach and instructor during these sessions and not as physicians. By registering for this program, I agree and acknowledge that Kathy Stepien, Katie Townes McMann, and contracted physician coaches are not providing medical care to me. I commit to seeking the care of a physician or therapist as needed for ongoing, or emergency, physical and mental healthcare.

I knowingly, voluntarily, and intelligently decide to receive the services described above, and I knowingly, voluntarily, and intelligently assume all risks involved in the same. As a result of my assumption of these risks, I agree to release, hold harmless, indemnify, and defend Kathy Stepien, Katie Townes McMann, contracted physician coaches, and IPW from and against any and all claims which I (or my representatives) may have for any loss, damage, or injury arising out of or in connection with use of the services described above, or arising out of or in connection with referral to other practitioners or merchants for delivery of any services. As a result, I agree not to pursue a claim against any of the foregoing, if I am dissatisfied with the results of the above services.

8. Appointment Scheduling & Cancellation Policy

I understand that I am responsible for scheduling my individual coaching sessions in collaboration with IPW.

If I must cancel or change an appointment, I agree to notify IPW by email at admin@instituteforphysicianwellness.com at least 24 hours in advance of the appointment. Cancellations with less than 24 hours' notice may forfeit the appointment. With more than 24 hours' notice, appointments can be rescheduled via the online calendar. If I do not use all 8 individual coaching sessions within the 8 weeks of the program, I forfeit the coaching sessions.

As IPW is offering a service that is not returnable, I understand that they will work with me to ensure complete satisfaction, by designing the service to meet my needs, using all legal means possible. My feedback, as their client, is not only welcomed but required as a part of our working relationship.

I understand the program cancellation as explained herein: I am able to cancel my registration within the first 7 days of the program, with full refund provided. After 7 days, I am fully financially obligated to the full fee, without refund for any cause.

9. Arbitration: Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Juneau, Alaska, before one (1) arbitrator. The arbitration shall be administered by AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration, in or near Juneau, Alaska. Judgment on the award may be entered in any court having jurisdiction. This

provision shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. Each party has read and understood this Section (Arbitration) and understands that it thereby agrees to submit any claims arising out of this Agreement to binding arbitration, and that this dispute resolution provision constitutes a waiver of the Party's right to a jury trial. HOWEVER, prior to either party initiating Arbitration of any dispute, the parties agree to attempt mediation of the dispute with a mutually agreeable trained mediator in or near Juneau, Alaska. "Trained mediator" means a professional with actual training and experience in the field of Mediation and/or dispute resolution.

I have carefully read this form and acknowledge that I understand it. I have had opportunities to ask questions and accept and agree to all of the terms above. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. If any portion of this form is held invalid, the rest of the document will continue in full force and effect.

NOTE: DO NOT CLICK ACCEPT ON THE REGISTRATION LINK UNLESS YOU HAVE READ THIS DOCUMENT AND FEEL THAT YOU UNDERSTAND IT.