

# NICOLE WEISS

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Do you accept texts?    Yes    No

## COACHING AGREEMENT

Welcome to my coaching practice. This document constitutes an understanding and a contract between us (the "Agreement") and you should read it carefully and raise any questions and/or concerns that you may have before you sign it.

### **Description of Services**

The services to be provided by Nicole Weiss are coaching and/or tele-coaching as designed jointly with you, the Client.

An initial assessment will be used to provide valuable information to guide and focus our coaching relationship. An assessment will provide new explanations for behaviors, discover new possibilities and generate a baseline of information about you, the Client.

### **Fees**

The fee for an initial assessment is \_\_\_\_\_ and, once a plan is agreed upon, coaching sessions will be charged at the rate of \_\_\_\_\_ per 45-minute session.

Professional time spent outside of coaching sessions, including but not limited to, between-session phone calls or email exchanges, reviewing tapes of sessions, report-writing and reading or reviewing documents will be billed on a pro-rated basis, rounded up to the nearest tenth of an hour. If I am required to attend meetings outside of my offices, you agree to pay for all time I spend traveling to the location of such meetings. Fees for coaching sessions must be paid promptly on the day the session occurs, unless otherwise agreed upon.

### **Cancellations**

You must give 24 hours notice if you need to cancel or change the time of an appointment. Otherwise, you will be charged for the session in full. I agree to make every effort to reschedule sessions which are cancelled in a timely manner.

### **Differences between Coaching and Psychotherapy**

Coaching is different from psychotherapy — it neither is, nor purports to be, a substitute for psychotherapy.

In addition to being a coach, I am also a therapist licensed in California, with training and experience in diagnosing and treating emotional problems. While there are some similarities between coaching and psychotherapy, they are very different endeavors and it is important that you understand the differences between them. Psychotherapy is a healthcare service and is usually reimbursable through health insurance policies. This is not true for coaching. Both coaching and psychotherapy utilize knowledge of human behavior, motivation, behavioral change and interactive counseling techniques. The major differences are in the focus, goals and level of professional responsibility.

### *Focus & Goals*

The focus of coaching is development and implementation of strategies to reach Client-identified goals which will enhance performance and personal satisfaction. Coaching may address specific personal projects, life balance, job performance and satisfaction, or general conditions in the client's life, business, or profession. Coaching utilizes personal strategic planning, values clarification, brainstorming, motivational counseling and other counseling techniques. Deciding how to handle these issues and incorporate coaching into those areas is exclusively your responsibility.

The primary foci of psychotherapy are identification, diagnosis and treatment of mental and nervous disorders. The goals of psychotherapy include: alleviating symptoms; understanding the underlying dynamics which create symptoms; changing dysfunctional behaviors which are the result of these disorders; and developing new strategies for successfully coping with the psychological challenges which we all face.

### *The Therapist/Patient Relationship*

Most research on psychotherapy outcomes indicates that the quality of the relationship is most closely correlated with therapeutic progress. Psychotherapy patients are often emotionally vulnerable. This vulnerability is increased by the expectation that they will discuss very intimate personal data and expose feelings about themselves about which they are understandably sensitive. The life experiences of psychotherapy patients often make trust difficult to achieve. These factors give psychotherapists greatly-disproportionate power that creates a fiduciary responsibility to protect the safety of their clients and to "above all else, do no harm."

### *The Coach/Patient Relationship*

The relationship between the coach and client is specifically designed to avoid the power differentials that occur in the psychotherapy relationship. The client sets the agenda and the success of the enterprise depends on the client's willingness to take risks and try new approaches. The relationship is designed to be more direct and challenging. You can count on your coach to be honest and straightforward, asking powerful questions and using challenging techniques to move you forward. You are expected to evaluate progress and, when coaching is not working as you wish, you should immediately inform me so we can both take steps to correct the problem.

It is very important to understand that coaching is a professional relationship. While it may often feel like a close personal relationship, it is not one that can extend beyond professional boundaries both during and after our work together. Considerable experience shows that when boundaries blur, the hard-won benefits gained from the coaching relationship are endangered.

### **Professional Advice**

Coaching is not to be used in lieu of licensed professional advice. You agree to seek professional guidance for legal, medical, financial, business, spiritual, psychological or other matters as needed. You understand that all decisions in these areas are your sole responsibility.

If either of us recognizes that you have a problem that would benefit from psychotherapeutic intervention, I will refer you to appropriate resources. In some situations, I may insist that you initiate psychotherapy and that I have access to your psychotherapist as a condition of my continuing as your coach.

### **Waiver**

You acknowledge and agree that in the course of the coaching services, I may ask questions that are personal, challenging, or disturbing. You also acknowledge and agree that you are fully responsible for your physical, mental and emotional well-being, and for any actions, choices and decisions made as a result of the coaching. You waive and release any claims arising or results from my questions, suggestions and advice (or lack thereof) and from actions, choices and decisions you may make.

### **Confidentiality**

As a licensed clinical social worker, I am ethically and legally bound to protect the confidentiality of our communications and records. I will release information about our work to others only with your written permission.

#### *Exceptions*

There are specific situations in which I am legally obligated to breach confidentiality in order to protect you or others from harm. If I have information that indicates that a child or elderly or disabled person is being abused, I must report that to the appropriate State agency. If a Client is an imminent risk to him/herself or makes threats of imminent violence against another, I am required to take protective actions. I must also take steps to prevent you from committing a criminal or fraudulent act. These situations are quite rare in coaching practices. If such a situation occurs in our relationship, I will make every effort to discuss it with you before taking any action. I must also respond to any court order and be able to secure legal advice about my compliance with this Agreement.

As you are no doubt aware, some means of communication, such as wireless telephones and e-mail may be not secure from eavesdropping. It is impossible to guarantee the protection of confidential information in certain circumstances involving computers. This is particularly true of email and information stored on computers that are connected to the internet. In my practice (both business and home offices), I take measures to prevent unauthorized access to information by utilizing encryption and other forms of security protection. You acknowledge that I cannot be held responsible for instances of loss of confidentiality through wireless telephone or computer hacking.

### **Termination of Agreement**

If either party wishes to end this coaching arrangement /Agreement, he or she will notify the other party either by phone or email.

You agree to participate in a final session to discuss and assess coaching issues such as commitment and follow-through, progress toward goals and goal accomplishment, the coaching process, etc. If you wish, a six-month or one-year follow-up assessment can be discussed.

**Dispute Resolution**

This Agreement shall, in all respects, be governed by the laws of the State of California. Any controversy or claim arising out of, or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration, which will occur via telephone by an arbitrator that we mutually agree upon. The costs of the arbitration shall be shared equally between the parties.

**Limitation of Damages**

You understand that I make no guarantees or warranties, expressed or implied, about any results to be achieved. If I am found liable for any loss or damage under this Agreement (except for fraud), liability shall be limited to the lesser of the total payments made under this contract or the last six months payments.

This Agreement constitutes the entire understanding and agreement of the Client and Coach and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

By signing below, I acknowledge that I have had the opportunity to review this Agreement, that I understand all aspects of it and I agree to abide by it.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Nicole Weiss