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CONTRACT FOR COACHING SERVICES

This Coaching Agreement (the “Agreement”) is entered into by and between Sidra Gifford (the “Coach”) and the following “Client”:

Please check only one box

☐ Individual: _____ (Name)

_____ (Home Address)
_____ (Email Address)
_____ (Phone Numbers)

OR

☐ Couple: _____ (Name)

_____ (Home Address)
_____ (Email Address)
_____ (Phone Numbers)

AND

_____ (Name)

_____ (Home Address)
_____ (Email Address)
_____ (Phone Numbers)

Kindly add additional spaces as needed.

Purpose of the Agreement:

The purpose of this Agreement is to develop a coaching relationship between the Parties in order to cultivate the Client’s personal or professional goals with the result of maximizing the Client’s personal and/or professional potential (“Coaching Services”).

The Parties agree as follows:

Coaching Goals

The Client wishes to engage the Coach’s services in order to achieve the following goals and/or to maximize the following area of the Client’s life. Note that for Partner/Marital Coaching, the partnership/couple IS the client, so all partners must agree to the same goals described below.

Coaching Schedule

The Parties agree to meet virtually _____ days per month for _____ minutes each session.

Scope of Practice

The Client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client’s responsibility. The Client is solely responsible for making the most of the coaching relationship and implementing the techniques discovered through coaching.

The Client acknowledges 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 counseling, 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 Client and the Coach.

Furthermore, Sage Behavioral Health is not a mental health crisis counseling service or suicide hotline and we do not provide clinical advice, counseling, medical, or mental health treatment services over the phone. Please contact the county mental health crisis line (e.g. Los Angeles County Access: 800.854.7771), call 911, or go to the nearest emergency room in the event of an emergency.

This Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

DISCLOSURE: The thoughts, ideas, musings, and posts on the Sage Behavioral Health website, Facebook, and Instagram pages come from the Coach's personal experience, professional expertise, and personal opinions. The Coach works with a very limited number of psychotherapy patients and while the Coach is also a Clinical Social Worker licensed to practice in the state of California, interaction with the Coach on social media or otherwise does not result in a professional therapeutic relationship unless expressly engaged via signed written consent and agreement. The opinions expressed are solely those of the Coach, and in no way should be seen as a reflection of any affiliated agency, profession, or any professional associations.

Explanation of Relationship

Client is solely responsible for creating and implementing their own physical, mental, and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach.

The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program. A life coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student or coach-athlete relationship. Each Party must uphold its obligations for the coaching relationship to be successful.

Although coaching sessions can sometimes be very intimate psychologically, it is important to realize that this is a professional relationship rather than a social one. The Client will be best served if the relationship stays strictly professional. Also note that if the Coach and Client happen to see each other outside of a coaching session, the Coach will generally not acknowledge the Client unless the Client has first acknowledged the Coach. This allows the Client to have control over their confidentiality.

Confidentiality/Client Rights

This coaching relationship, as well as all information (physical or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. BE ADVISED: the Coach-Client relationship is NOT a relationship protected by legal confidentiality (like doctor-patient or attorney-client). As such, the Coach could be required to divulge otherwise confidential information to authorities.

Please be aware of the legal obligations of all helping professionals:

- We are legally required to act so as to prevent physical harm to oneself or others when there is "clear and imminent" danger of that happening.
- We are legally required to report cases of ongoing child, elder and disabled person abuse.
- We may have to release records when ordered to do so by court subpoena.

If participating in marital or partnership coaching, it is important to understand that the couple is the Client. The Coach has a "no-secrets" policy between members of the relationship. This means that if information is provided outside of session, when a partner(s) is(are) not present, this information may need to be disclosed to the other partner(s) before coaching can continue.

Payment of Fees

This section clarifies all fees, and defines the Client's specific financial responsibilities.

1. Coaching is SELF PAY ONLY. Clients will not be reimbursed by a health insurance provider for coaching services.
2. The fee is currently per 45-50 minute session, payable at each session by paypal, zelle, venmo, or check. A \$30.00 returned-check fee will be assessed.
3. Canceling appointments requires 24 hour notice by phone, text message, or e-mail to avoid paying a cancellation fee equivalent to the above agreed-upon session fee. Please note that the cancellation fee will be directly charged to the credit card on file unless we have made other arrangements.
4. Written reports requiring more than 15 minutes to prepare and complete will be billed proportionally to the Client at \$150.00/hr.
5. The Coach is generally not available by telephone and/or email in between scheduled sessions. Telephone conversations between Coach and Client, for any reason, in excess of 15 minutes per day may be billed proportional to the hourly fee indicated in part 2 above.
6. Authorized telephone consultation(s) with anyone concerning coaching services (e.g. with a psychotherapist) will be billed proportionally at \$150.00/ hr.

*Fees are subject to review and revision not to exceed an increase of 10% every six months.

Legal/Court Involvement

The Client agrees not to intentionally involve the Coach in legal/court proceedings. If the Client is involved in or anticipates becoming involved in legal or court proceedings, please notify the Coach as soon as possible.

In situations requiring court involvement, the Coach's fee is \$300 per hour for court appearances, preparation for court testimony including, but not limited to, consulting with attorneys, reviewing the file, report/letter writing, and time spent traveling to court and waiting to testify. There may be additional fees for parking and mileage. A retainer for court expenses will be due and payable a minimum of two weeks prior to a scheduled court appearance. In the event of a settlement or cancellation of the trial/hearing with less than 24 hours notice, a charge will be levied for those hours originally set aside for the trial/hearing.

Contacting the Coach

It can sometimes be challenging to reach the Coach by telephone. Should the Client choose to leave a voicemail message, please provide call-back information clearly and slowly. To request, change, or cancel an appointment, the Client should send an email or text message. Please refrain from sending emails with very personal information. Most email systems are considered unsecured email; while risk of misdirected or intercepted email is small, it does exist.

Termination of Agreement

Either party may terminate or discontinue the coaching relationship at any time.

Limited Liability

The Coach makes no guarantees, representations, or warranties of any kind or nature, expressed or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date. The Client agrees that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

Dispute Resolution and Legal Fees

In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

Legal and Binding Agreement

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States, Canada, and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Coach:

Print Name

Sign Name

Date

Client:

If a couple, all partners must sign. Kindly add additional spaces as needed.

Print Name

Sign Name

Date

Print Name

Sign Name

Date