

# **Kelley Giaramita RN**

## **Coaching Client Agreement**

Please review the below terms and let me know if you have any questions or concerns.  
Thank you for taking the time to read the agreement,  
Kelley

### **A. Coaching**

Coaching is 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 personal and professional potential. It is designed to facilitate the creation/development of personal or professional goals and to develop and carry out a strategy/plan for achieving those goals.

Client acknowledges that coaching is a comprehensive process that may involve different areas of his, her or 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.

### **B. Ethics**

Coach agrees to maintain the ethics and standards of behavior established by the National Board of Health and Wellness Coaching (NBHWC). It is recommended that the Client review the NBHWC Code of Ethics and the applicable standards of behavior.

<https://nbhwc.org/code-of-ethics/>

### **C. Personal Responsibility**

Client is solely responsible for creating and implementing one's own physical, mental, and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their/his/her coaching calls and interactions with the Coach. As such, the Client that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirection result of services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any disorder or medical disease.

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.

### **D. Not a Mental Health Professional**

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 the Client and the Coach.

#### **E. Not Appropriate for Emergency or Crisis Situations**

I understand that Kelley's services are not appropriate for certain situations, including emergencies and crises. I understand that, if I am experiencing an emergency or crisis, I should call 911 or seek help from a mental health professional or health care facility. "Emergencies" include if I have thought about hurting or killing either another person or myself, if I have hallucinations (see or hear things that others don't), if I have delusions (beliefs that others may consider unrealistic), if I am currently abusing or am addicted to alcohol or drugs, or if I am in any type of life-threatening situation. I know that, if I feel suicidal, I am to call 911 or the National Suicide Hotline at 1-800-273-8255.

#### **F. Procedure**

The time of the coaching meetings will be determined by Coach and Client based on a mutually agreed upon time. The Coach will set up Zoom video-conference meetings with the option to communicate via the Zoom phone number and/or Zoom internet audio/video link.

#### **G. Cancellation**

I understand that Kelley requests at least 24 hours' notice of cancellation of an existing appointment. If I do not notify her of the cancellation prior to 24 hours before the appointment, I understand that Kelley will neither refund the pre-authorized or pre-paid coaching appointment.

#### **H. Refund Policy**

I understand that Kelley will not offer refunds after her services have been rendered.

#### **I. Confidentiality**

The coaching relationship, as well as all information (documented 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 National Board of Health and Wellness Coaching (NBHWC) Code of Ethics.

However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

*Confidential Information* does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

I understand that my sessions with Kelley are confidential, and that both verbal information and written records will not be shared with another party without my written consent or the consent of my legal guardian. However, confidentiality will NOT apply when it is necessary to protect me or others from harm, such as in the following situations, I understand that:

- Threat of serious bodily harm to self or another

If I disclose an intention or imply a plan of serious bodily harm to another person, Kelley will make reasonable attempts to warn the intended victim and report this information to legal authorities.

If I disclose a realistic intention or plan to commit suicide, Kelley will likewise notify legal authorities and make reasonable attempts to notify my family.

- Past violent crimes

If I disclose that I have committed a violent crime in the past, Kelley may also report this information to legal authorities.

- Suspected abuse of children and vulnerable adults

If I state or suggest that I am abusing, have recently abused, or intend to abuse a child or vulnerable adult, Kelley will report this information to the appropriate social service and/or legal authorities.

- Prenatal exposure to controlled substances

Kelley will also report admitted prenatal exposure to controlled substances that are potentially harmful.

- Minors/Guardianship

If I am a minor or am under legal guardianship, Kelley will grant my parents and/or legal guardians the right to access my records.

- Kelley will likewise honor any other exceptions to confidentiality under the law.

In addition, I understand that Kelley cannot guarantee confidentiality when she and I are communicating via cell phone, cordless phone, fax, e-mail, or computer. These devices compromise confidentiality. By understanding the risks inherent in using these devices, I make an informed choice about when, where, and how to communicate with her.

## **J. Release of Information**

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

## **K. Termination**

Either the Client or the Coach may terminate this Agreement at any time with written notice.

**L. Limited Liability**

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express 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.

**M. Dispute Resolution** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days) after notice given. The parties agree to first try to resolve informally among themselves any dispute arising under, in connection with, or concerning this Agreement. If they are unable to do so, the parties agree to participate in mediation by a mediator who is skilled in Restorative Justice or Nonviolent Communication (NVC) and acceptable to all parties, or, if no such mediator is available and acceptable, by any agreed-upon mediator. If, after reasonable attempts, the parties are unable to resolve the dispute as provided above, then the parties agree to the right to enforce this Agreement through the courts in the State of California, or the Federal courts sitting therein.

**N. 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.

**O. Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

**P. Declaration and Statement of Understanding**

I understand that I am working with Kelley Giaramita RN. These types of coaching appointments are distinctly different from licensed clinical counseling, psychotherapy or psychoanalysis and do not deal with the diagnosis or treatment of emotional problems. Since coaching does not constitute medical consultation or treatment, health insurance does not currently apply. If your coaching appointments are not covered, please check with your health reimbursement account (HRA) and Flexible Spending Account (FSA) to find out if they accept coaching from a National Board Certified Health & Wellness Coach.