

Coaching Agreement with Minors

Coach Finch: ICF Certified Life Coach

Kenathius L. Finch, CLC

Business Address: 1260 Lake Blvd. #201, Davis, Ca 95616

Mailing Address: P.O. Box 4528, Davis, Ca 95617

mentlifecoach@coachfinch.com, 530-554-3567

This Agreement is entered into by and between: the following parties: Kenathius L. Finch, Hereby referred to as the “Coach” and client (s)

_____, Hereby referred to as the “Client”.

The Coach agrees to provide Coaching Services for the Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A.

Description of Coaching/Services Provided: 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, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

Policy Regarding Consent for Coaching of a Minor Child

Coach generally requires the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of Representative to give consent for coaching, Coach will require that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services.

Treatment Unit Policy when Working with Minors

When Coach agrees to work with a minor, Coach considers the minor and some caretakers and siblings to be the coaching unit, not just the minor. What this means is that with the Representative’s permission, Coach may often request him/her or other family members to attend sessions with or without the minor in order to fulfill the family’s goal in coaching the presenting problem.

Coach processes with Clients on who the unit of coaching will be (Family, or couple, or Individual) and Coach ultimately makes the final decision on who the unit of coaching will be based on the need and presenting problem.

Information Minor Shares with Coach

Representative should be aware that Coach is not a conduit of information from a child. Coaching can only be effective if there is a trusting and confidential relationship between Coach and child. Although Representative can expect to be kept up to date as to the child’s progress in coaching, he/she will typically not be privy to detailed discussions between Coach and child. However, Representative can expect to be informed in the event of any serious concerns Coach might have regarding the safety or well-being of the child, including suicidality.

I. Coach-Client Relationship

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

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will

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not be liable or responsible for any actions or inaction, or for any direct or indirect result of any 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 mental disorder or medical disease.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

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

E. 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.

F. The Client understands that 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.

III. Fee Arrangement/Good Faith Estimate

Every Client's fee/Good Faith Estimate is based upon a structured sliding scale. By signing this form, you agree to pay the amount agreed upon in our phone intake. Clients are expected to pay for services at the time or before services are rendered. Client is financially responsible to Coach for all charges, including unpaid charges by any other third-party payor. To maximize the use of the therapy time, please consider the following about your choice of payment. The the only forms of payment Coach accepts are Zelle, Venmo, CashApp, and Paypal.

Coach does not accept cash, credit/debit, or check. Please note that the fee/Good Faith Estimate will increase by \$10 every March 1st if your fee/Good Faith Estimate is between \$50-\$70, and \$5 if your fee/Good Faith Estimate is between \$75-\$95. Your fee/Good Faith Estimate will not increase if it is set at \$100 or more. In

addition, this fee/Good Faith Estimate may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Coach. Sessions longer than 50-minutes are charged for the additional time pro rata. From time-to-time, Coach may engage in telephone contact with Client for purposes other than scheduling sessions. Client is responsible for payment of the agreed upon fee/Good Faith Estimate (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, Coach may engage in telephone contact with third parties at Client's request and with Client's advance written authorization. Client is responsible for payment of the agreed upon fee/Good Faith Estimate (on a pro rata basis) for any telephone calls longer than ten minutes. Coach may also charge a fee/Good Faith Estimate for any documentation preparation, including printing/copying costs and time spent for additional treatment letters outside of normal business and coaching use (i.e. school letters/recommendations).

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IV. Insurance

Coach is not a contracted provider with any insurance company or managed care organization. Should Client choose to use his/her insurance, Coach will provide Client with a statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees/Good Faith Estimates already paid. Client is responsible for asking for this statement from Coach, verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. Client is responsible to pay the fee/Good Faith Estimate when services are rendered.

V. Confidentiality

This 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 CLCI 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.

This coach has certain mandated reporting requirements due to employment at Davis Joint Unified School District. Confidentiality of any coaching session is limited by mandatory reporting of the following: danger of suicide or homicide, abuse or neglect of children or vulnerable adults, or circumstances that require reporting under various public health laws. In addition, the coach is required to submit records in response to a court order.

Confidential Information does not include information that:

1. was in the Coach's possession prior to its being furnished by the Client; 2. is generally known to the public or in the Client's industry; 3. is obtained by the Coach from a third party, without breach of any obligation to the Client; 4. is independently developed by the Coach without use of or reference to the Client's confidential information; or 5. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; 6. 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 7. 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.

VI. Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining CLCI (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by CLCI. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with CLCI staff members and/or other parties involved

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in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees: _____ **(Client Initial)**

Client Refuses: _____ **(Client Initial)**

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.

VII. Record Retention Policy

The Client acknowledges that the Coach keeps records to help provide adequate coaching services to each client.

VIII. 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.

IX. 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.

X. Binding Effect

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

BY SIGNING THIS CONTRACT THE CLIENT CERTIFIES THAT THEY HAVE READ THIS CONTRACT AND THAT THEY FULLY UNDERSTAND ITS CONTENT. THAT THEY UNDERSTAND AND AGREE TO THE TERMS AS DESCRIBED WITHIN THE CONTRACT AND THAT THEY ARE SIGNING IT WITH THEIR OWN FREE WILL.

Client Name (please print) _____

Signature of Client (if Client is 12 or older) _____

Date of Birth: _____

Date _____

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