



Coaching Agreement

This Agreement is entered into by and between: The Heart of What Matters and _____ (Client Name) whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A.

Description of Coaching: Coaching is a 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.

Professional Orientation:

Welcome to The Heart of What Matters. Our purpose is to teach tools that bring wholeness and stability into your life. Through vast experiences, both professionally and personally, I've gathered the best tools to support the changes you desire. These tools will uncover the Truth behind the myths we've learned to live by. Our goal is to help you live life authentically, and reach your full potential right now!

We believe that each client is creative, resourceful and whole. As coaches, our responsibility is to support the client in establishing strategies for accountability and responsibility to self and others.

Educational/ Training Background:

My background is in nursing. I graduated from the University of Maryland in 1988 with a BSN and worked as a Labor and Delivery nurse. That position gave me great insight into family dynamics. In 1989 I joined the U.S. Air Force as an Officer in the 1st Med Grp at Langley, VA. Being in the Armed Forces widened my capacity and abilities as a nurse. This is where I realized my calling as a Patient Advocate, Counseling. In 1993, I was honorably, medically discharged from the Air Force with a diagnosis of PTSD. It took a few years to recover from the trauma. In 2003, I enrolled at Kennesaw State to become a Certified Paralegal. The goal of this certification was to gain some insight into the judicial system. In 2011, I enrolled in Walden University and received a Master's Degree in Nursing. As I gained insight into myself, community, and the pains of society I decided in 2014 to attend the Grief Recovery Method Institute and become a Certified Grief Recovery Specialist. In 2016, I became a Certified Fresh Awareness Workshop Facilitator, from the Fresh Awareness Institute.

I have been a Life Coach since 2014, offering coaching, support and education, which encourages my clients to reach their goals!

1) Coach-Client Relationship

A. Coach agrees to maintain professional ethics and 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 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, relationships, education, the client's spiritual beliefs, health, 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 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.

2) Services

The parties agree to engage in: (Select One)

- 7 week Grief Recovery Method Program
- Fresh Awareness Workshop
- Weekly Life Coaching Sessions

Sessions are held through online or telephone meetings. Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. Coach may also be available for additional time, per Client's request on a prorated basis rate of \$105/hr (Assistance with homework assignments or support through emotional crisis).

3) Schedule and Fees

This coaching agreement is valid as of _____ (date). The fee is _____ (amount in advance if applicable) and/or _____ (amount) per Session or Program(s). The calls/meetings shall be _____ (length of call or meeting for 60 minutes). If rates change before this agreement has been signed and dated, the prevailing rates will apply. The refund policy in effect for the term of this Agreement is as follows: Life Coaching: Refund with a 24h notice of cancelation. Grief Recovery Method: Client can cancel within the first two sessions for a full refund. After the second week no refunds provided unless there is a medical issue or family crisis. Clients are able to reschedule 7 week sessions without financial loss. Fresh Awareness Workshops: Refund with a 24h notice of cancellation. No after Workshop begins.

4) Procedure

The venue of coaching will be by phone or online, which will be determined by Coach and Client based on a mutually agreed upon time and venue. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings 770-896-3871. If the Coach will be at any other number for a scheduled call, Clients will be notified prior to the scheduled appointment time.

5) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach is a part of their professional relationship. 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.

6) Release of Information (Optional, based upon specific situation)

If a client desires for The Heart of What Matters to have access to their personal health or mental health care records, the client will request pertinent records from chosen healthcare providers. Any HIPPA release forms will be signed at the office of sending providers. Those records can be scanned to The Heart of What Matters at: Beverly@theheartofwhatmatters.com.

If a client wishes for The Heart of What Matters to communicate progress of sessions with requesting healthcare professionals. The client will make their request in writing. All contact information of requesting healthcare providers must be clearly documented.

7) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings/workshop. Coach reserves the right to bill Client for a missed meeting if not canceled 24 hours in advance. Coach will attempt in good faith to reschedule the missed calls or meetings.

-FRESH Awareness Workshop: 24 hours advance notice is required prior to the first day of class for full refund

-Grief Recovery:

- The client will receive $\frac{3}{4}$ refund for a seven week Grief Recovery session, if cancelled after the first week.
- The client will receive $\frac{1}{2}$ refund for a seven week Grief Recovery session, if cancelled after the second week.
- No refund after third and following weeks.
- In the event of a personal calamity, the client has 12 months to reschedule a consecutive 7wk Grief Recovery program without loss of fees.

8) Record Retention Policy (Optional, if the Coach as adopted such a policy)

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 6 months.

9) Termination

Either the Client or the Coach may terminate this Agreement at any time with 1 week written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

10) 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.

11) 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.

12) 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. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

13) 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 unenforceable, 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.

14) 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.

15) Applicable Law This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without giving effect to any conflicts of laws provisions.

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

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and e-mail the other to:

Beverly D'Amico RN, MSN, CGRS
The Heart of What Matters
Beverly@TheHeartofWhatMatters.com

Print Client Name

Client Signature

Client Address

Date

Beverley D'Amico RN, MSN, CGRS
The Heart of What Matters
Owner & Life Coach

Signature

Date