

## Clouded Compass Coaching and Consulting



This Agreement is entered into by and between: Laurie L Smith, Clouded Compass, 705 S Main St, Suite 101B Plymouth, MI 48170 (“Coach”) and \_\_\_\_\_ (“Client”) whereby the Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement

Description of 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, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals

### 1. Coach-Client Relationship

- A. Coach agrees to maintain the ethics, standards and applicable standards of behavior of the coaching industry (set by the International Coaching Federation, the International Coaching Community, and the Association for Coaching) and 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.
- 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 cure, or treat any mental disorder or medical disease.*** Recommendations of qualified therapists will be given upon request.
- 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/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.

## 2. Services

The parties agree to engage in a \_\_\_ week Coaching Program through virtual meetings. The Coach will be available to Client by e-mail and voicemail in between scheduled meetings from the hours of 9am-5pm EST. The Coach may also be available for additional time, per Client's request on a prorated basis rate of \$200/hour (for example, reviewing documents, reading or writing reports, or engaging in other Client related services outside of coaching hours).

## 3. Schedule and Fees

This coaching agreement is valid as of \_\_\_\_\_. The fee is \_\_\_\_\_ (amount in advance if applicable) and/or \_\_\_\_\_ (amount) per session based on packages discussed and chosen by the client.

The calls/meetings shall be fifty-five (55) 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: Insert Coach's refund policy.

## 4. Procedure

The time of the coaching meetings and/or location will be determined by the Coach and the Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings: 734-796-7500. If the Coach

will be at any other number for a scheduled call, the Client 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 as part of this relationship, is bound by the principles of confidentiality set forth by ICF. ***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 unless obligated to do so by statute, lawfully issued subpoena, or by court order to disclose. 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 people 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; (e) 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 (f) 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)

The Coach engages in training and continuing education that will benefit future clients. By signing this agreement, you agree to be recorded in group sessions as a participant.

Client Agrees \_\_\_\_\_ Client Refuses \_\_\_\_\_

According to the ethics of several professions, topics may be anonymously and hypothetically shared with other coaching entities for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes and, if shared, do not include identifying information that may harm the client.



## 7. Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach at least twenty-four (24) hours in advance of the scheduled calls/meetings. A late cancellation and/or no show fee of \$100 applies to any appointments not cancelled prior to a 24hour notice. Coach will attempt in good faith to reschedule the missed meeting, if possible, during the same week.

## 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 \_\_\_ years.

## 9. Termination

Either the Client or the Coach may terminate this Agreement at any time with \_\_ weeks 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. This 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 sixty (60) 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.

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 Michigan, 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 mail the other to:

Coach Name and Address:

Client Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Clouded Compass  
705 S Main St, Suite 101B  
Plymouth, MI 48170  
734-796-7500

## PRACTICE POLICIES

### APPOINTMENTS AND CANCELLATIONS

Please remember to cancel or reschedule twenty-four (24) hours in advance. You will be responsible for the entire fee if cancellation is less than twenty-four (24) hours.

The standard meeting time for a coaching session is fifty-five (55) minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the fifty-five (55) minute session needs to be discussed with the Coach in order for time to be scheduled in advance.

You understand that reaching your goals require regular attendance to sessions and that missing appointments will undermine your ability to reach the goals that you have set with the Coach.

You understand that if you have three (3) no-show and/or late cancelled appointments your services at Clouded Compass may be terminated and you may be referred out to outside providers to continue services.

You understand that if you cancel your appointment with less than twenty-four (24) hour notice and/or fail to show up for a scheduled session without any notice, you may be charged one-hundred dollars (\$100.00), which must be paid prior to your next scheduled appointment to avoid losing your time slot. This is a fee that insurance will not pay and must be paid out of pocket by you.

A ten-dollar (\$10.00) service charge will be charged for any checks returned for any reason for special handling.

Cancellations and re-scheduled sessions will be subject to a full charge if ***NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE***. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.



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### **CONSENT FOR REMOTE COACHING**

1. I hereby authorize Clouded Compass and its associates to use Zoom as a means for remote coaching.
2. My Coach explained to me how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client visit due to the fact that I will not be in the same room as my Coach.
3. I understand that remote coaching has potential benefits including easier access to my Coach and the convenience of meeting from a location of my choosing.
4. I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my Coach or I can discontinue the remote coaching if it is felt that the videoconferencing connections are not adequate for the situation.
5. I have had a direct conversation with my Coach, during which I had the opportunity to ask questions in regard to this process. My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language in which I understand.
6. I understand that I may revoke this authorization at any time by giving written notice except to the extent that Clouded Compass has already taken action in reliance on it. I may specify the date, event, or condition on which the consent expires. If none is stated, and if no prior notice of revocation is received, this consent will expire one year after the date it was initiated.

### **CONSENT TO USE ZOOM**

Zoom is technology service we will use to conduct videoconferencing appointments. It is simple to use and there are no passwords required to log in. By signing this document, I acknowledge:

1. Zoom is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
2. Though my coach and I may be in direct, virtual contact through the Zoom, neither the Coach or Zoom provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.



3. Zoom videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care. I do acknowledge that Zoom is NOT a HIPAA compliant platform for telecommunication.
4. I do not assume that my Coach has access to any or all of the technical information in the Zoom Platform – or that such information is current, accurate or up-to-date. I will not rely on my Coach to have any of this information.
5. To maintain confidentiality, I will not share my videoconferencing appointment link with anyone unauthorized to attend the appointment.

Date: \_\_\_\_\_

X \_\_\_\_\_



Welcome to Clouded Compass Coaching and Consulting. We respect your choice to choose us and can't wait to learn more about you and what concerns you'd like to work on. Before we meet, please review and complete the following information so that we can spend more time in your session focused on you instead of paperwork. We hope that many of your questions are answered within this Contract. If you have further questions, please feel free to reach out to us for clarification. Signing this document indicates that you understand, agree and adhere to all of the information listed in this contract.

### **Informed Consent for Coaching**

From us, you can expect:

- Professionals with specialized training and experience in their field
- A professional Coach dedicated to providing support, insight, and identification of areas of client concern
- Collaboration on an individualized journey that includes strategies, methods, and approaches from multiple fields including spirituality, academic, sociological, political, cultural theories, indigenous beliefs, etc. that have weathered the tests of time as they relate to effectiveness.
- A professional who will work with you to identify strengths and solutions as you work towards identified goals.
- Sessions that traditionally last 55 minutes and exist within a package of services.

### **General Information**

Coaching is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by signing at the end of this document.

### **The Clouded Compass Journey**

You have taken a very positive step by deciding to seek coaching. The outcome of our relationship depends largely on your willingness to engage in this process, which may, at times, result in moderate discomfort. Our individual pain points can bring on strong feelings of anger, depression, anxiety, etc. at times and we attempt to mitigate them. We cannot promise that your behavior or circumstance will change; however, what we can promise is to support you and do our very best to understand you and any unwanted/repeating behavioral and thought patterns, as



well as to help you clarify what success means for you. At Clouded Compass, our focus is to set you up for success, as defined by you, guided by you and in doable increments. We believe that your journey with us will bear fruit.

If we do not think we will be best able to assist you, we will provide you with the names of other professionals who we believe may work well with your particular concerns. Similarly, you have a right to disagree on our approach and we encourage you to do so. This builds personal agency and, as this is a relationship, communication is a very useful tool for healing

### **Your Agreement With Us**

Although there are many benefits to coaching, there is no guarantee of positive or intended results. To obtain the best results, we recommend:

- Attend sessions regularly as recommended be ready to start on time;
- Positive intentions and a desire to work on agreed upon goals;
- Active involvement, honesty, and openness during sessions and the ability to alert us when/if sessions become uncomfortable;
- Openness to explore material, discover solutions, and experiment with new skills and revisit and re-evaluate goals as needed in order to change thoughts, emotional reactions and behaviors;
- Openness to receive and give feedback about your services in a timely manner so that we can address any concerns that you may have;
- A Commitment to work on your journey both in and outside of sessions to obtain the highest benefit of services;
- Communicate with your Coach about priorities, schedule and/or if commitments have changed; and
- Take financial responsibility for any balance at the next service date in order to avoid disruption of services and communicate any change in financial ability immediately to us.

### **Possible Benefits**

- Lessening of distress;
- New insight and a change in perspective towards life;
- Increased healthy habits;
- Improved communication; and
- Stability in life and relationships.



### **Possible Risks**

- Increased uncomfortable emotions as you self-explore; and
- Changes in dynamics and/or communication with significant people in your life.

### **Termination of services may result from:**

- Not following through on mutually agreed upon goals;
- A client discomfort that remains unaddressed. Please alert us if you feel a therapist will be helpful and we will refer accordingly to a higher level of care;
- Refusal to pay for services after a reasonable time and no attempts to resolve the issue; and
- Violence or threats towards any of our staff members.

### **Complaints**

If you have a concern or complaint about your services or about your billing statement, please talk to us about it. We will take your criticism seriously, openly and respond respectfully.

### **Questions**

We encourage you to ask questions in session and/or to us about billing. This is your journey and we want to make sure that you understand.

Coaching is a very personal and individualized partnership. We want to know what you find helpful and what, if anything, may be getting in the way. We want you to feel free to share with us what we can do to help.

Please ask before signing below if you have any questions about your services and/or our office policies. Your signature indicates that you have read our Services Contract and agree to enter Coaching under these conditions. Your signature below indicates that you are making an informed choice to consent to therapy and understand and accept the terms of this agreement.

### **Your Information, Your Rights, Our Responsibilities**

This notice describes how information about you may be used and disclosed and how you can get access to this information. Please review it carefully.



Your Rights. You have a right to:

- Get a copy of your paper or electronic service record;
- Correct your paper or electronic record;
- Request confidential communication;
- Ask us to limit the information we share;
- Get a list of those with whom we've shared your information;
- Get a copy of this privacy notice;
- Choose someone to act for you; and
- File a complaint if you believe your privacy rights have been violated.

Your Choices. You have some choices in the way that we use and share information as we:

- Share your concerns with other parties;
- Market our services and sell your information; and
- Raise funds.

Our Uses and Disclosures. We may use and share your information as we:

- Partner with you;
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Work with a medical examiner or funeral director
- Address government requests.
- Respond to lawsuits and legal actions

The signer below agrees to take final and full responsibility for any balances that accrue. The singer of this form cannot designate a third party as the guarantor. If the Guarantor is someone other than this client then Clouded Compass reserves the right to contact this person to resolve financial matters while not releasing any client information. This form is required to establish services at Clouded Compass.

This agreement will supersede any other agreements that were made between the client and their Coach or payment agreements made outside of Clouded Compass.



- I understand that I am responsible for paying for the services I rendered out of pocket.
- I understand that payment is due at the time of service. Delay in payment for balances due at the time of service may result in an immediate disruption of services and/or submission to collections. Payment plans are available and can be arranged by contacting our office at (734)796-7500.

By signing this form, 'I' attest that the above information is mine and that I am taking full responsibility for any balances that accrue on this client's account as a result of insurance non-payment, no-shows or late cancellation fees, administrative, document, and records fee or any fees generated by this client and that I will make full prompt payment when presented with a statement or immediately contact this office to set up an approved payment plan if the balance exceeds the amount I am able to pay in full.

Date: \_\_\_\_\_

X \_\_\_\_\_