



Informed Consent and Contract for Coaching

Congratulations! You have taken a very positive step by deciding to seek coaching.

Coaching is a partnership between the Coach and the Client in a thought-provoking and creative process that supports the client in maximizing their personal and professional potential. It is designed to facilitate the creation and development of goals (personal, relationship, or professional) and to develop and carry out a strategy for achieving those goals.

Coaching allows you to understand your current level of physical, emotional, and mental functioning as well as develop insight into and change the core beliefs that no longer serve you. This process will aim to provide strategies for navigating life so that you can engage with life in a way that is more authentic, empowering, and fulfilling. This is a participatory process and will require your full involvement to be effective. During our work together, the material worked with may be upsetting in nature and this may be necessary to help resolve problems. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you, and your reoccurring patterns, as well as to help you clarify what it is that you want for yourself. Your experience will be greatly enhanced by your receptivity, your participation, and your commitment.

Considering this, I ask that you please turn off any electronic devices, such as cell phones, during our in-person sessions and avoid distractions during our virtual or telephone sessions.

Information About Your Coach

I have been coaching and counseling clients for over 12 years. I have a master's degree in Marriage and Family Therapy from Hofstra University. I have additional training in the treatment of a spectrum of Eating Disorders, Intuitive Eating, and Health at Every Size.

In my work, I utilize various theories, tools, and techniques primarily derived from Positive Psychology, Narrative and Existential Psychology. As well as Cognitive Behavioral Therapy, Acceptance and Commitment Therapy and Dialectical Behavioral Therapy.

Individual Life Coaching

The intention of individual life coaching is to aid, support, and inspire you in creating a more optimal life for yourself. My coaching practice focuses on your overall well-being and aims to assist you in developing insight into your core beliefs and changing those beliefs that do not serve you. I offer strategies for navigating life so that you can engage with life in a way that is more authentic, empowering, and fulfilling. In my work I regularly support clients in shifting out of feeling stuck in their lives, navigating difficult transitions, finding purpose and direction in their life, envisioning what they want to pursue in their life, and manifesting that vision.

Relationship and Family Coaching

Relationship and Family Coaching is a process intended to help you derive more satisfaction from your relationship, navigate difficult transitions together and deepen your connection with each other by developing better communication skills, creating mutually beneficial agreements together and focusing on enjoying each other, knowing each other more deeply and supporting each other's growth. While this relationship coaching can be effective for dealing with conflict in the relationship, I encourage you to consider relationship coaching not just as a "last resort," but as a chance to grow and deepen your relationship. Doing this can create more commitment and intimacy and make small issues into opportunities for greater closeness and growth, rather than large problems. Sometimes clients choose to resolve the issues in their relationship by splitting up, in such cases I work with clients to help navigate this difficult period with more compassion, grace, and ease, maximizing the potential for each partner to heal and find meaning in the process. In my work I do not make judgments about who is right or wrong in a conflict, rather I work to facilitate greater communication, consensus, and intimacy.

Secrets Policy in Relationship Coaching

My policy regarding secrets in relationship coaching is that I will not disclose secrets between the members of the relationship. The reason I have this policy is that it allows each of you more freedom to share information with me which then allows it to be addressed directly. Generally being able to share honestly within a relationship is a healthier alternative than keeping secrets from each other and I will work with my clients, to be honest, and forthright with each other, but I will not reveal secret information on my own. If in the course of my work, secret information is disclosed to me that I believe makes relationship coaching unworkable I will inform you of such and cease relationship coaching.

Coach-Client Relationship

1. As my client, you are solely responsible for creating and implementing your own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and your coaching sessions and

interactions with me as your coach. As such, you agree that Dana Peters 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 Dana Peters.

2. You further acknowledge that you may terminate or discontinue the coaching relationship at any time.
3. You acknowledge that coaching is a comprehensive process that may involve different areas of your life, including work, finances, health, relationships, education, and recreation. You agree that deciding how to handle these issues, incorporating coaching principles into those areas, and implementing choices is exclusively your responsibility.
4. You understand that 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. 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 your exclusive responsibility to seek such independent professional guidance as needed. If you are currently under the care of a mental health professional, it is recommended that you inform the mental health care provider of the nature and extent of the coaching relationship agreed upon.
5. To enhance the coaching relationship, you agree to communicate honestly, be open to feedback and assistance, and to create the time and energy to participate fully in the program.
6. You understand that although Dana Peters possesses a Masters' Degree in Marriage and Family Therapy, she is not using a license for the services rendered, she is not presenting herself as a therapist to you, and she is not providing psychotherapy to you.

Confidentiality

This coaching relationship, as well as all information (documented or verbal) that you share with me as part of the coaching relationship, will be held in confidence by myself. 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. Other than when legally required, I agree not to disclose any information pertaining to you without your written consent. I will not disclose your name as a reference without your consent. Confidential Information does not include information that: (a) was in my possession prior to its being furnished by you; (b) is generally known to the public or in your industry; (c) is obtained by me from a third party, without breach of any obligation to you; (d) is independently developed by me without the use of or reference to your confidential information; or (e) I am required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to me and as a

result of such disclosure, I reasonably believe there to be an imminent or likely risk of danger or harm to you or others; (g) I am informed of abuse of a child, elder or dependent adult, or (h) I am informed of sexual contact between a minor and an adult. You also acknowledge your continuing obligation to raise any confidentiality questions or concerns with me in a timely manner.

Fee

For sessions with individuals, my fee is \$200 per 60-minute session.

For couples, my fee is \$250 per 60-minute session and \$275 per 90-minute session.

Payment is due at the beginning of each session. Payment can be in the form of cash, Venmo, check payable to Dana Peters, or credit card (via Square, which does include a processing fee that you will be responsible for covering in addition to my fee). My fee is subject to increase with a one-month notice. Typically, fees will be raised yearly.

Cancellation

A scheduled appointment is a time specifically reserved for you. Cancellation must be made 24 hours in advance. If cancellation is not received 24 hours in advance, you will be charged for the reserved appointment.

Record Retention Policy

To assure your confidentiality, I agree to keep no written progress notes for sessions unless: (a) I reasonably believe there to be an imminent or likely risk of danger or harm to you or others, (b) I am informed of abuse of a child, elder, or dependent adult, (c) I am informed of sexual contact between a minor and an adult.

Telephone Accessibility

I am not usually immediately available by telephone. I do monitor my messages frequently and will make every effort to return Client's calls within 24 hours except for weekends and holidays. If you are difficult to reach, please leave sometimes when you will be available. I am unable to provide 24-hour crisis service. I do not charge for telephone consultations that are less than 10 minutes. If you require more than 10 minutes of consultation, we can schedule a time to meet in person and conduct a session. Should it become apparent that additional regular sessions are indicated, we will increase the number of coaching sessions as needed.

Electronic Communication

I cannot ensure the confidentiality of any form of communication through electronic media, including emails and text messages.

Termination

Ending relationships can be difficult. Therefore, it is important to have a termination process to achieve some closure. The appropriate length of the termination depends on the length and intensity of our work together. I may terminate coaching after an appropriate discussion with you and a termination process if I determine that the coaching is not being effectively used or if you are in default on payment. I will not terminate the coaching relationship without first discussing and exploring the reasons and purpose of terminating. If you wish to terminate the coaching relationship, I ask that you inform me prior to our final coaching session so that we bring closure to our work together and tie up any loose ends.

Limited Liability

Except as expressly provided in this Agreement, you understand that Dana Peters 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 Dana Peters be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that you may incur, Dana Peters' entire liability under this Agreement, and your exclusive remedy, shall be limited to the amount actually paid by you to Dana Peters under this Agreement for all coaching services rendered through and including the termination date.

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

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 60 days after the notice is 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.

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 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.

Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to any conflicts of the law's provisions. This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

I have read and understood the above information. I understand the scope and intent of the coaching relationship and I agree to the terms of this agreement.

Client Signature(s) _____ Date _____