

## **Coaching Agreement**

### **Character Strengths Coaching VIA Institute on Character**

Welcome to *Character Strengths Coaching* provided by the VIA Institute on Character (“VIA”). This document constitutes a contract between VIA and you (the “Agreement.”) You should read it carefully and raise any questions and concerns that you have before you sign it.

Every effort is being made to adhere to the ethical guidelines of the American Psychological Association and the Ohio Psychological Association Telepsychology Guidelines.

#### **Services**

The service to be provided by Dr. Donna Mayerson or Dr. Ryan Niemiec (each a “Coach,” and together “Coaches”) on behalf of VIA, is Character Strengths Coaching which aims to help participants develop and implement strategies to reach goals they identified (“Coaching”). Coaching is offered remotely by telephone, Skype, e-mailing, or any similar channel. Your Coach will contact you with contact information and instructions before your first session.

Coaching may address your personal projects, life balance, job performance and satisfaction, work with your clients, or general conditions in your life, business, or profession. Coaching utilizes strengths-work, personal strategic planning, values clarification, brainstorming, and other goal-achievement strategies. It is also likely that your Coach will use your VIA Pro Report (or other VIA reports) to inform and aid in Coaching.

The relationship between you and your Coach is designed to avoid the power differentials that occur in a psychotherapy relationship. You set the agenda, and the success of the enterprise depends on your willingness to take risks and try new approaches. You can count on your Coach to be honest, straightforward, to ask powerful questions, and to use challenging techniques to move you forward. You are expected to evaluate your progress, and when coaching is not working as you wish you should immediately inform your Coach so you and your Coach can work to correct the problem.

#### **Exceptions to Services – No Medical Services Provided**

**IF YOU BELIEVE THAT YOU NEED COUNSELING, PSYCHOTHERAPY, OR MEDICAL INTERVENTION TO RESOLVE HEALTH (MENTAL OR PHYSICAL) ISSUES OR CONCERNS, THE CHARACTER STRENGTHS COACHING PROGRAM IS *NOT* FOR YOU.**

Coaching does NOT involve diagnosis or treatment of mental or physical illness. If you have a psychological diagnosis, or think you might, you should seek psychological treatment in your own area. You should never disregard or delay seeking medical advice

because of information that you receive from Coaching. You acknowledge that it is your responsibility to consult with a professional for any specific counseling or medical concerns.

**YOUR USE OUR SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP.** Although our Coaches may have medical credentials, our Coaches do not, and are not authorized to, offer medical advice. In some situations, your Coach may insist that you initiate psychotherapy or medical treatment in order to continue the Coaching, but neither VIA nor the Coaches seek to evaluate or determine the severity of your mental or physical condition or the need that you may have for treatment by a medical professional. Neither VIA nor the Coaches are responsible for directing you to clinical treatment.

### **Fee Arrangement and Cancellations**

Personal coaching sessions will be charged at the rate of \$75 (US) per half-hour session and packages of three, half-hour sessions are offered at \$150 (US). Professional coaching sessions will be charged at the rate of \$100 (US) per half-hour session and packages of three, half-hour sessions are offered at \$250 (US). You must pay all fees before you receive any Coaching. You must give 24-hours notice if you need to change the time of an appointment. Otherwise, you will be charged for the session in full. Commercially reasonable efforts will be made to reschedule sessions when you provide timely notice.

VIA reserves the right to modify our fees at any time for any reason upon notice to you.

### **Confidentiality**

All communications between you and your Coach are confidential, subject to the exceptions in this Agreement. VIA and the Coaches will only release information about your Coaching to others (1) with your written permission, (2) in response to a court order, or (3) as otherwise anticipated by this Agreement.

If a Coach learns something, directly from you or otherwise, that makes the Coach believe that you or someone else presents an imminent risk to yourself or to someone else, or if you make any threat of imminent violence against another person, then VIA and the Coaches are legally obligated to release that information to protect you or others from harm. If VIA or any of the Coaches have information that indicates that a child, elderly, or disabled person is being abused, then VIA or the Coaches must report that information to the appropriate agency. If such a situation occurs during or related to your participation in Coaching, your Coach may, but is not obligated to, discuss it with you before taking any action. VIA or your Coach may also share information as part of a supervisory process intended to bring you high quality services.

A brief written record of each coaching session will be maintained by the practitioner. This will be kept in a private, electronic file on a password-protected computer.

You will not disclose anything in coaching that is protected by a confidentiality obligation you have to your employer, clients, or any other person or entity. This includes, but is not limited to, any obligations you have under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

### **Disclaimer of Warranty**

A limitation of remote Coaching is that the audio and/or visual components may not be clear. Any “lost time” due to technical difficulties caused by the Coach’s location (e.g., bad weather, poor Internet access) may be made up by mutual agreement between you and your Coach.

VIA offers no warranty against the theft of electronic records.

CHARACTER STRENGTHS COACHING IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, VIA, AND ALL ASSOCIATED PARTIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY: (1) WARRANTIES THAT THE CHARACTER STRENGTHS COACHING WILL MEET YOUR REQUIREMENTS OR ACHIEVE CERTAIN RESULTS; AND (2) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, TIMELINESS, AND COMPLETENESS. NO COMMUNICATION FROM US OR OUR COACHES CREATES A WARRANTY OF ANY KIND.

### **Release, Indemnification and Limitation of Liability**

You unconditionally and irrevocably waive liability, release, promise never to sue, forever discharge, and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs, and expenses, including attorneys’ fees and costs that you have or may have against VIA, its parents, affiliates, agents, representatives, and each of their respective owners, officers, shareholders, directors, employees, and agents (“Released Parties”), arising from or related to the Coaching including, but not limited to, your application of any advice received during Coaching.

You agree to indemnify and hold harmless VIA from and against all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees and costs) brought by third-parties arising out of, related to, or that may arise in connection with: (i) your participation in coaching; (ii) implementing the advice provided by your Coach or sharing that advice with others; or (iii) any actual or alleged violation or breach of any of the representations, warranties, or covenants made by me in this agreement. You agree to cooperate fully with VIA in the defense of any claim that is the subject of your indemnity obligations under this agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF VIA EXCEED THE GREATER OF (1) THE TOTAL PAYMENTS PAID BY YOU TO VIA DURING THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING YOUR CLAIM, IF ANY; OR (2) \$500.00. UNDER NO CIRCUMSTANCES SHALL VIA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF VIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY, WHETHER DIRECTLY OR INDIRECTLY CONNECTED YOUR PARTICIPATION IN COACHING OR THIS AGREEMENT.

In some jurisdictions limitations of liability are not permitted. These limitations shall apply to the fullest extent permitted by law.

**General Provisions**

If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.

You represent and warrant that all the information you have provided or will provide to VIA is true and accurate. You are at least 18 years old and the age of majority in your state of residence.

You have read the entire Coaching Agreement and fully understand its terms. You agree to all terms and conditions.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of coach

\_\_\_\_\_  
Date

**Registration Form  
Character Strengths Coaching  
VIA Institute on Character**

**Name:**

**Country:**

**E-mail:**

**Skype ID:**

**Phone contact:**

**Gender/Age:**

**Marital status/Children:**

**Your signature strengths:**

**Profession/Occupation:**

**Place of Employment:**

**Description of the work you do:**

**Reason for seeking coaching services:**

**In a few words or phrases, what matters most to you?**

**Please offer a brief description of a situation in which you were at your best or particularly successful.**