



## COACHING AGREEMENT AND CONSENT FORM (Confidential)

### Instructions to client:

This document consists of a simplified cover summary agreement followed by a granular explanation in line with professional consensus and/or legal requirements for professional practice. Please read this form thoroughly, ask any questions you may have, and sign this form where indicated. Subsequent coaching sessions will require your signed consent on this document (or agreed upon alternative).

Client Name \_\_\_\_\_

### The client has purchased (check and fill-in):

\_\_\_\_\_ a single individual session    \_\_\_\_\_ a coaching package of \_\_\_\_\_ sessions

Coaching Type:    \_\_\_\_\_ Life    \_\_\_\_\_ Career    \_\_\_\_\_ Health/Wellness

\_\_\_\_\_ a special coach package program

Fill in the name of the coaching package \_\_\_\_\_

The client is aware of time the six month time limit (expiration date) of purchased sessions or the specific expiration date of their coaching package or special coach package program by writing the date below:

\_\_\_\_\_

\_\_\_\_\_ **By checking here, I confirm I have read and consent to the following Coaching Policy Essentials:**

- Cancellations must be made in writing at least 24 hours prior to the schedule appointment
- The client and coach agree to be willing, prepared, frank, honest, and present to the process
- The client agrees to be challenged by the coach and is prepared to take accountable action
- The client agrees to take assessments recommended by the coach or offer viable alternatives
- Refunds can only be made for unused portions of coaching
- The client is aware of that coaching is not the same as counseling or conventional psychotherapy
- The client is responsible for needed resources available to them for medical or psychiatric care
- Coaching does not take the place of needed medical or psychiatric treatment for diagnoses
- The free initial consultation requires the completion of the Free Consultation Questionnaire
- The client is an adult with native or advanced English speaking ability
- The client is aware of information and resources available on the LebenWell.com website
- The client agrees to constructive, respectful, and civil dialogue/interaction (inquires, feedback, etc.)

## Details and “Fine Print”

### 1. Coach and Coaching Process

- I understand that my personal health or life coaching (career coaching embedded in life coaching) occurs through a personalized, positive/strengths-based, collaborative, client-driven, and growth centered professional relationship between myself and my coach that is centered on the identification, realization, and optimal sustenance of health, wellness, career, and life goals, and the ongoing processes of optimal living in accordance with my purpose and values. I am aware that coaching may include assessments, guidance, co-visioning/planning, realistic and attainable goal setting, support, accountability, encouragement, advisement, consulting, challenge, “homework”/life experiments”, self-examination, self-regulation, feedback, frank and honest self-disclosures, and meaningful conversation and co-navigation concerning issues important to me, my needs, and my lifestyle. Importantly, I understand that coaching will require of me a great deal of action and accountability I will need to assume on my behalf within the context and guidance of my coaching process in order to achieve optimal outcomes on my main, ancillary, and/or directional goals for coaching. I realize this may include conversations of otherwise private matters that may interconnect with numerous other areas and intersecting goals and interests of my life, some of which may surprise, enliven, alarm, frighten, ground, challenge, or transform me and the context out of which I move and relate going forward. I further understand that coaching may involve the identification, development, and/or honing of awareness (perception, mindfulness, broadening, deepening), personal skills and capacities, resourcefulness, and the optimal use of inner and outer resources with forward looking focus. I also understand that whatever particular weighting of elements coaching will involve in my particular case is complex and co-determined by multiple factors that may not be specified with granularity in advance but, rather, will emerge through the process itself. I am aware that ancillary, secondary, or directional goals may shift and/or emerge through the coaching process that may supersede or relativize my initial coaching goals, and that when this occurs, it will require my active collaboration and forthright disclosures to stay clear, focused, and on track.
- I understand that my coach, Christopher K. Johannes, BCC, MCHC is a Board Certified Coach, a Master Certified Health Coach, and an experienced international educational and integrative behavioral health professional (e.g. LPC) who will combine his professional training and experience (personal inclusive) with the use evidence, science, and consensus based methods of behavior change (health, wellness, life, career) to encourage and sustain optimal outcomes (directional, inclusive) and wellbeing. I am aware that it is my responsibility to ask questions, raise relevant issues of importance (including counter-proposals and explanations), participate fully and actively, provide feedback, come prepared and ready to each session (accountable, actions taken), and to seek clarification and guidance when needed from my coach.
- The coaching I receive will be based on evidence, practice, and consensus based models my coach has received training in, which include the Auerbach GOOD, Solution Focused, Positive Psychology, Appreciative Inquiry, Motivational Interviewing, EVB Behavioral Health, Watai (Career), CoActive, and Integral models. My coach has received training from the recognized



and professional training organizations that include the Dr. Sears Wellness Institute, the College of Executive Coaching, the Deep Change SQ21 Institute, and the Zur Institute.

- I understand that prior to my initial free consultation, I will be advised/required to fill out the Free Consultation Form (a client screening and intake form available on the LebenWell website that becomes a part of my client file upon the start of formal coaching) to determine preliminary suitability for coaching (vs. counseling or another form of therapy) and as a way to offer an initial experience of the kind of committed time, attention, dedicated reflection, and accountable action prior to a scheduled appointment that ongoing coaching will involve.
- I may receive advisement (e.g. on the Free Consultation Form) to peruse the LebenWell.com site, particularly the Resources/Links and FAQ pages to facilitate my understanding, experience, and resourcefulness. As stated on the FAQ page, I understand that the general outline of the coaching process moves through typical stages that include (in general order) getting acquainted and oriented, assessment and taking stock of the present situation, creating a vision/mission statement, creating goals and determining desired outcomes (and their measurement), processing experience and beliefs, discussing actionable options and obstacles to those options, planning and carrying out actions toward goals (between session actions, with accountability—a cornerstone of coaching success), assessing and processing the experience and progress, and recycling through various stages again toward desired outcomes.
- I understand that while the coaching relationship can sometimes feel much like a deep friendship, it is, in fact, a formal one that I am paying for in which I am required to respect my coach's personal and professional boundaries. I am aware that this means my coach will not agree to meet with me or otherwise accept telephone, message, or other forms of communication for social reasons, nor agree to most non-coaching contacts or proposals for professional and ethical reasons that serve us both, unless both parties have reasonable, mutually beneficial and agreed, and/or otherwise compelling cause for doing so. I further understand the boundaries of personal and professional contact between myself and my coach, and that between-session email, text, call communications and check-ins are limited to no more than two prior to the subsequently scheduled session, unless other arrangements have been explicitly made during the individualized coaching process.
- I understand that this contract may be terminated (and coaching services denied or discontinued) by either party (myself or my coach) if the terms of any part this agreement are violated, if fees are unpaid, or as a result of willful omissions, misrepresentations of information, or significant lack of engagement in the coaching process on my part (contact cessation, inclusive) in which case, no refunds for used or unused and pre-paid services will be made/due. I am also aware that it is my responsibility to disclose any and all circumstances or conditions to my coach that could reasonably be expected to impact the coaching process (e.g. participation and outcomes, e.g. psychiatric or other medical conditions and their treatment, undergoing coaching at another's request, or coaching undertaking for research for journalistic or investigative purposes).

## 2. Consent and Disclaimers

- I understand that coaching does not substitute for the diagnosis, treatment, and care of any illness, disorder, or disease by a licensed medical and/or mental health provider (e.g. primary care physician, licensed psychologist) and is in no way intended to be taken as medical care, advice or clinical therapy of any kind. I further understand it is my responsibility to inform my coach about my medical and psychological (diagnosis and/or treatment) history, ongoing medical status (mental health, inclusive), and, especially for health and wellness coaching, any pertinent or impactful current medical treatments or regimens, including medications.
- I understand that my coach may need to collaborate with my medical provider and/or members of my allied health care team, and that, under certain circumstances, if advised by my coach and/or medical care provider, I may be required to obtain a medical release to undertake or continue coaching.
- I understand that health and life coaching does not constitute clinical mental health counseling, psychotherapy, or mental health treatment for any kind of diagnosable mental health condition and that I have been made aware of their differences (e.g. disclosure on [LebenWell.com](http://LebenWell.com)).
- I understand that my medical and healthcare is my own responsibility, including seeking out of providers and treatments for any current or future diagnosable medical or mental health conditions. I further understand that while in certain circumstances, my coach may offer to refer me to another allied health or coaching professional, he is not required to do so.
- I understand that convenient online, paper, or in-session assessments, measures, and/or questionnaires may be advised and/or required for optimal coaching and that assessment refusal may, potentially, undermine or render coaching ineffective.
- I understand that while the “chemistry” and relationship between myself and my coach may take a variable amount of time to optimally develop and may fluctuate, it does need to be reasonably good (e.g. feels to the client safe, accepting, empathic, responsive, authentic, open, fertile, smooth/natural flowing) to proceed with greatest effect, and that I or my coach (or both) are obligated to bring less than optimal and recurring coaching relations or processes up for discussion to resolve or to result in termination of the coaching process (and the present coaching agreement) and/or referral to another coach (where possible). The sooner this is done, the better.
- I understand that, despite how well the coaching process is known to work, it is an individual and contingent matter in which no promises can be made regarding specific outcomes or particular risk avoidance or collateral challenges (e.g. social relationships) of any kind. No guarantees are made about coaching outcomes, and there are no refunds for any payments made to LebenWell Behavioral Health Coaching, LLC (LebenWell) other than those initiated by the coach or LebenWell (e.g. for referrals or reasons originating with the coach or LebenWell).



- I understand that, for highly sensitive and private data, my coach and Lebenwell Behavioral Health Coaching LLC have options for secure, HIPAA compliant privacy protected messaging and file sharing (e.g. VSee).
- I agree to be open to suggestions, to be honest, to be expecting/ready to learn and grow, to be active in the coaching process and treat it seriously, to ask questions, to be punctual, to make my needs, wants, and expectations clear to the coach, to hold myself accountable, to offer the coach feedback on the coaching process, to be mindful of scheduling and booking requests/cancellations I may/will need to let my coach know of in advance, and to be ready to take responsibility for making and sustaining the behavioral and lifestyle change(s) that emerge through the coaching process.

### 3. Confidentiality

- Your coach and LebenWell Behavioral Health Coaching LLC will respect client confidentiality and keep the client's (your) information and data private. Confidentiality can be breeched and data shared to a third party only with the consent of the client (your consent) or in cases that compel the release of your information by law and in areas where a clear, present, imminent threat/danger to yourself or others is revealed and compels the data to be released. When referred by an Employee Assistance Program (EAP), Human Resources (HR) department, and/or medical provider or facility, the contractual provider agreements in effect may supersede or complement this confidentiality policy to the extent that they comply with the law.
- I understand that, for highly sensitive and private data, my coach and Lebenwell Behavioral Health Coaching LLC have options for secure, HIPAA compliant privacy protected messaging and file sharing (e.g. VSee).
- I agree to discuss and reach a written agreement with my coach for record sharing and potential collaboration with other health care providers I am concurrently consulting if that if all parties agree that substantial cause for benefit exists to advance the client's coaching goals and where it is judged (by the coach) to create minimal interference with the process. When this option is taken, the client agrees to incur/pay for charges of \$75 per document or provider contact activity taken by the coach for the client's behalf of more than 15 minutes (up to 60 minutes) per external action.
- I understand that I may not publically share or post any copyrighted forms, documents, or other material from LebenWell Behavioral Health Coaching, LLC (or any that I receive from my coach) without permission, and I agree to keep confidential any personal and private disclosures of my coach during the coaching process.

#### 4. Release of Health Care Related Claims and Arbitration

- I understand that I (the client) take full responsibility for my health, wellbeing, personal growth, and behavior change, and any risks associated with coaching services offered by my coach and LebenWell Behavioral Health Coaching LLC (LebenWell). I release my coach and LebenWell from any and all liability, allegations, damages, suits, sums of money, causes of action, and all claims and demands whatsoever, in law or equity, which I (the client) has ever, now have, or may have in the future against the coach or LebenWell resulting from my (the client's) participation in, or otherwise with respect to coaching and/or LebenWell services received.
- In the event of a dispute over services provided that is not resolved through normal correspondence between myself (the client) and my coach/LebenWell—pursuant to this agreement and otherwise pertaining to the relationship between myself and my coach/LebenWell—both parties agree to submit to mediation/binding arbitration (e.g. American Arbitration Association) that may be conducted by a single arbitrator. I understand that this agreement stipulates that the sole remedy that I can be awarded as a result of any such arbitration is limited to the refund of the coaching session fees.

#### 5. Booking Services, Payments, Cancellations, Termination of Agreement

- I (client) agree to book services and make payments for single or multiple (package, programs) coaching sessions through the LebenWell.com website. I understand that while a coaching package and/or a three month agreement may be recommended by my coach for optimal success, I am free to choose individual session bookings that best fit my schedule and needs and that I am encouraged to discuss favored options with my coach. I am aware of the Frequently Asked Questions (FAQs) page on the LebenWell site, am aware of the option to have a free initial consultation, and am aware of the booking options that would best suit my needs prior to booking and take full responsibility for my booking. The booking I opt for will be written at the top of the first page of this coaching agreement form.
- At least 24 hours notice are required to reschedule a booking, unless a documented emergency has made that impossible. I understand (the client) no refunds are made/due for the booked session(s) otherwise, unless initiated by my coach (e.g. referral or otherwise). No-shows for any bookings are not refunded. Unapproved late-start sessions are not extended without compelling cause and/or mutual agreement, and no refunds for missed session time can be made.
- Cancellations must be made in writing and may be submitted by email (preferably: [contact@lebenwell.com](mailto:contact@lebenwell.com) or [ck.johannes.au@gmail.com](mailto:ck.johannes.au@gmail.com) ) or telephone text messaging (81 080 57191967),but never by telephone call/voice message or teleconferencing text.



- Non-Termination Refunds: I am aware that there are no refunds made by my coach or LebenWell Behavioral Health Coaching LLC unless there are documented emergency circumstances the client (I) can produce to warrant the refund. Paid appointments and bookings can only be rescheduled, not refunded.
- Termination and Termination Refunds: Either party may terminate this agreement with immediate effect in writing at any time. If terminated by the coach, the coach will offer the client a written or verbal disclosure of cause and issue a refund for any remaining unused coaching sessions or unused portions of coaching packages or programs; if initiated by the client, the coach requests written or verbal disclosure of cause (requested, but not required), however, refunds will not be made for any used portions of any coaching packages or programs purchased (unused portions of additional packages may be refunded). Refunds will not be made for individual sessions or package sessions purchased with less than 48 hours notice prior to the scheduled session (see, also, above, for rescheduling). Special offer packages, programs, or sessions (e.g. sales) purchased at a discounted rate will not be refunded without documented medical or natural disaster cause to warrant the refund request.

#### 6. Other – Sessions, Coach Contact, Resources, Language Requirements, Code of Ethics

- I am aware that in the initial coaching session (the first session is sometimes extended for additional time, up to 30 extra minutes, free of charge) I will submit and discuss any questions I may have related to this Coaching Agreement. I am aware that subsequent coaching cannot proceed without my signature on this (or substitute) coaching agreement. I understand that I may be asked by my coach to complete one or more online assessments (along with other potential initial client “homework”) prior to the next scheduled session.
- I am aware that the only contact opportunities I will have with my coach outside the coaching sessions are through email and pre-arranged telephone call times which are limited to no more than two contacts between sessions prior to the next subsequently scheduled session, unless previously arranged by mutual agreement. My coach is not otherwise required to respond to any emailed “coaching” questions or requests that have not been previously arranged (other queries welcome). VSee and teleconferencing is used for coaching sessions only. Additional coaching times and contacts can be purchased through the LebenWell.com site.
- I am aware of, willing, and ready to begin utilizing possible resources on the LebenWell.com site. I am aware of assessments located on this webpage that include: personal strengths (talents), VIA character strengths, mindfulness, values, comprehensive health and wellness measures, health risk assessment, quality of life, personality, career and work related preferences, Well-Being, happiness, flourishing, Readiness/Confidence/Importance scales, decisional balance-pros and cons of behavior change, Emotional Intelligence, etc.. I am also aware that I can find a number of other adjunctive and supportive resources on this page that my coach may recommend or that I may avail myself of and utilize on my own to help me realize the outcome and/or directional and ancillary coaching goals I have set or would like to pursue.



- Client records refer to all records the client has seen or taken action upon, including the present coaching agreement, any/all questionnaires and forms filled out and returned to the coach/LebenWell by the client, and booking/billing records. All records will be confidentially and securely maintained (and purged at the conclusion of coaching) according to the prevailing ethical standards in force for the coach and the pertinent coaching professional designation (see below). In extremely rare cases, records may be subject to legal subpoena, though the rules governing such circumstances (e.g. significant legal proceedings in which the coachee may be involved) may vary by jurisdiction. The client does not have recourse to viewing the personal case notes made by the coach at any time.
- I am aware that coaching services are for adults only with a native (advanced) level of English language ability. I am at least 18 years of age and have advanced/native level English skills.
- As a Board Certified Coach, the ethical principles my coach adheres to are found in the following PDF (also available on the LebenWell.com site):

<http://www.cce-global.org/Assets/Ethics/BCCcodeofethics.pdf>

7. Amendments and Additions

- I agree that if I have any comments or suggestions for amending or revisions to this Coaching Agreement, I will make them in the spaces below:

**SIGNATURES of CONSENTING AGREEMENT:**

I have read and agree to the terms and conditions of this Coaching Agreement and will clarify any concerns I may have with my coach prior to signing. In the event any provision of this Coaching Agreement is deemed unenforceable, the remaining portions shall remain in full force.

Client Name: \_\_\_\_\_ Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Coach Name: \_\_\_\_\_ Coach Signature: \_\_\_\_\_ Date: \_\_\_\_\_