Serenity Insight **COACHING ACADEMY**



Policies & Agreements



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Coaching Services

Coaching sessions are offered to address a variety of life challenges. Through a combination of education and open discussion, clients will gain a better understanding of the blockages that are impeding their success.

Coach-Client Relationship

Clients will work with a coach to create and implement a plan to address physical, mental and emotional well-being, resulting from decisions, choices, actions discussed during sessions 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 that coaching is not therapy and does not substitute for therapeutic services.

Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

Client acknowledges that coaching is a comprehensive process that may involve different areas of the client's 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.

The client understands that in order to enhance the therapeutic 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.

The client understands that although some Serenity Insight personnel may be licensed or credentialed in other areas, they will provide the services outlined in service agreement and will not be permitted to perform other duties.

Coaching Procedure

The time of the meetings and/or location will be determined by coach and client based on a mutually agreed upon time. The coach will initiate all scheduled calls and will contact the client promptly at the time of the scheduled appointment. If the client will be at any other number or location for a scheduled session, it will be the client's responsibility to notify coach prior to the scheduled appointment time.

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Fees & Pricing Options

Serenity Insight offers multiple payment options to assist those in varying financial situations. Fees are based on the services the client received and any arrangements that were made pertaining to that service. Currently we accept VISA, MasterCard, American Express, and Discover. We do not accept checks at this time. Schedule and fee will be discussed with client and paid prior to the start of service.

For specific pricing and fee inquiries, you can schedule a call for more information.

Cancellation & Refund policy

Serenity Insight Coaching Academy has a no refund policy as intellectual property cannot be returned.

Client agrees that it is their responsibility to notify the staff 24 hours in advance of the scheduled calls/meetings. There is a 25% non-refundable late cancellation and no-show fee for all services. This fee covers supplementary costs incurred by Serenity Insight, LLC.

In the unlikely event that a scheduled session must be canceled, client will be notified of the cancellation as soon as possible. Clients are able to reschedule at no additional cost.

Confidentiality

- A. All information (documented or verbal) that the client shares with the coach as part of this relationship, is bound by the principles of confidentiality with the exception of mandated reporting stipulations.
- B. The coach agrees not to disclose any information pertaining to the client without the client's written consent.
- C. The coach will not disclose the client's name as a reference without the client's consent.
- D. Confidential Information does not include information that: (a) is generally known to the public or in the client's industry; (b) is obtained by the coach from a third party, without breach of any obligation to the client; (c) is independently developed by the coach without use of or reference to the client's confidential information; (d) the coach is required by statute, lawfully issued subpoena, or by court order to disclose; (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.
- E. The client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the coach in a timely manner.

Record Retention Policy

Serenity Insight keeps records of client/members work that may contain information provided in writing as well as notes and documentation of individual sessions. The records will be filed and kept secured until client or member services become terminated. After this time, the entire record is destroyed.

Termination

- Either the client or the coach may terminate this agreement at any time.
- Serenity Insight has the responsibility and right to make judgments about the advisability of providing service and reserves the right to limit, refuse or withdraw service when:
 - There is a perceived danger to staff, whether a risk to their personal safety or to their health
 - A client demonstrates a risk of harm or violence to self or others behavior or situations of concern
 - There is or has been physical or verbal abuse including threatening or intimidating behavior by the client (e.g., record of criminal violence in client's history, previously recorded behavior)
 - Behavior dangerous to self or others
 - o Illegal behavior by the client has been witnessed by staff
 - There is concrete evidence (e.g., through a referral source) that demonstrates potential for high-risk behavior by the client
 - Where the client's mental health status indicates counseling would not be helpful
 - A client breaks the trust of the organization (e.g., theft or vandalism of organization's name property)
 - o Staff cannot sustain a productive relationship with the client
 - The organization's programs and services are no longer beneficial to the client
 - o Clients who can pay choose not to pay fees for services where fees exist
 - A client uses discriminatory or harassing language or exhibits discriminatory or harassing behavior, including the refusal to work with a particular counselor because of race, sexual orientation, creed, sex, gender identity, ethnic origin or any other grounds prohibited under the Human Rights Code
 - o The request for service is beyond the limits of the agency's resources
 - o A communicable disease is present and there is a risk of transmission.

Limited Liability

- A. 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 therapeutic services negotiated, agreed upon and rendered.
- B. In no event shall the coach be liable to the client for any indirect, consequential or special damages.
- C. Notwithstanding any damages that the client may incur, the coach 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.

Entire Agreement

A. 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.

B. 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 (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.

Severability

- A. 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.
- B. 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.

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 without giving effect to any conflicts of law's provisions.

Complaints & Disputes Resolutions

Serenity Insight is committed to fostering a productive counseling environment by maintaining supportive relationships. All persons involved with Serenity Insight have an obligation to communicate openly and respectfully with one another and to provide reasons for particular decisions or actions. If a situation arises where it has been determined that a conflict is tied to Serenity Insight, all efforts will be made to resolve the disagreement promptly and fairly.

Conflicts should be addressed at the earliest possible opportunity as unresolved conflict can lead to a stressful, and unproductive counseling environment. In the event that any person is experiencing a coaching–related conflict or has a complaint about the actions of Serenity Insight staff or representative, the following guidelines will apply.

- Communicate directly with the person or persons whose actions is the cause of the complaint. These individuals should reasonably expect to know if their behavior or their decision is a problem for another person or group.
- 2. If the circumstances are such that the person with a complaint is unable or unwilling to communicate directly with the persons or persons whose actions are the cause of their complaint, the help of one other trusted person in the organization should be sought.
- Communication of the complaint or conflict shall first be made verbally to the respondent. If this does not lead to a resolution that is satisfactory to the complainant, the nature of the complaint should then be communicated in writing.
- 4. Third parties, acceptable to all those involved, may be of assistance in helping resolve the conflict in a (1) facilitation or mediation role where the goal is to help the parties restore a positive working relationship in the future, or (2) a decision-making /arbitration role where

- they investigate what happened and make a determination of who is responsible for the situation and what the consequences for the parties should be. The choice of these two approaches should be offered to the parties. If a mediated approach fails to resolve the matter, an arbitrated approach can be undertaken.
- 5. Complaints and conflicts shall be dealt with in a confidential manner. Meetings to resolve a complaint shall be open only to the parties and those attempting to resolve the complaint. The parties may have an advocate or supporter present. Meetings may be with the different parties individually, together or both. In the interest of openness, no minutes or written record of what is said in these meetings shall be recorded although, if the parties agree, the outcome of the meetings or a resulting agreement may be documented. The parties will refrain from drawing others not directly involved into the process as a way of garnering support or gaining attention. Such actions include "copying" the written complaint by email to others.
- 6. The parties, and those helping to resolve the conflict, should avoid communicating the details of a complaint, making or responding to allegations or giving advice by e-mail. Face-to-face communication, as difficult as it is, should be relied upon. E-mail messages can be used for arranging meetings or communicating details of the resolution process.
- 7. Where the board is involved in a conflict resolution role, communication with it by an aggrieved trainee, volunteer or group should be directly with the BCC department and not with the whole CCE organization. It will be the chair's duty to inform the entire board of the existence of the conflict but the board may appoint one of their number, or an impartial party to help resolve the matter.
- 8. Serenity Insight has an obligation to act immediately in addressing a complaint if the physical and mental health and safety of any of the parties is perceived to be at risk.

ADA

Serenity Insight will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of coaching unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Serenity Insight, LLC. Please contact Serenity Insight with any questions or requests for accommodation.