

**Coaching Practice Policies**  
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**Portland, Maine 04101**

**Practice Policies**

**Appointments and Cancellations**

Cancellations and rescheduled sessions will be subject to a \$100 late cancellation fee ***if not received at least 24-hours in advance***. For a session scheduled on a Monday, 24-hours notice of cancellation must be provided by the prior Friday. 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.

**Social Media and Telecommunication**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, this writer does not accept friend or contact requests from current or former clients on any social networking sites (Facebook, LinkedIn, etc.). This writer believes that adding clients as friends or contacts on these sites can compromise your confidentiality and respective privacy. It may also blur the boundary of our coaching relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

**Electronic Communication**

This writer cannot ensure the confidentiality of and form of communication through electronic media, including text messages. For this reason, this writer reserves all electronic correspondence for logistics and scheduling purposes only. Please do not use these methods of communication to discuss sensitive information or request assistance for emergencies.

**Minors**

If you are a minor, your parents may be legally entitled to some information about your work with me. This writer will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

**Termination**

This writer may terminate our work together if this writer determines that the coaching is not being effectively used or if you are in default of payment. This writer will not terminate our relationship without first discussing the reasons and purpose of terminating. If this writer believes therapy services with a licensed professional in your state are needed or merited, and this writer recommends that you seek them, this writer will provide you with the names of some qualified therapists in your area. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, this writer must consider the professional relationship discontinued.

# **Informed Consent for Coaching and Consultation Services**

## **Informed Consent for Coaching Services**

### **General Information**

The coaching relationship is unique in that it is personal and at the same time, a contractual agreement. Given this, it is important for us to share 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 share questions or concerns with this writer. Please read and indicate that you have reviewed this information and agree to it by signing your name and today's date at the end of this document.

### **The Coaching Process**

You are taking a positive step in seeking input on your life and relationships. The outcome of our work together will depend largely on your willingness to engage in the coaching process which may, at times, result in considerable discomfort. The approach of this writer is quite direct and to the point. Recognizing and taking responsibility for your part in relational problems at present and/or understanding unpleasant events from your past that impact your functioning now can bring on feelings of anxiety, depression, and sometimes anger. This is part of the process of change and development as a human being. This writer cannot guarantee that your behavior or circumstances will change, but will do her best to understand you and help you to see and address negative patterns in your life. This writer will also do her best to help you clarify what it is that you want for yourself in the face of your circumstances and habits of relating and facilitate you reaching those goals and aspirations.

It is important to note that while this writer is a Licensed Clinical Professional Counselor in the state of Maine, she will not be offering you counseling services. Relational or personal coaching is different from counseling in that it requires a level of capacity in the client, and that the client can tolerate the process of direct input without it overwhelming them or compromising their general functioning. While effective coaching sometimes addresses family of origin patterns and history, it does so with an aim to uncover capacity and potential within the client with a forward focus on the client living up to his / her relational and personal potential. If this writer at any time determines that coaching is not the right fit (ie: it is determined that more support is needed than offered through coaching services, or there is evidence of psychopathology and the need for therapeutic support), this writer will facilitate you finding a suitable therapist locally to offer the support or type of therapeutic help that you need to augment our work, or in place of our work.

### **Confidentiality**

The session content and all relevant materials to your coaching will be held confidential unless you request in writing to have all or portions of such content released to a specifically named person / persons. Limitations of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm
2. If a client threatens grave bodily harm or death to another person
3. If this writer has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses
5. Suspected neglect of the parties names in items #3 and #4
6. If a court of law issues a legitimate subpoena for information stated on the subpoena

Occasionally, this writer may need to consult with other professionals in their areas of expertise in order to provide the best coaching to you. Information about you may be shared in this context without using your name.

If you see this writer, and/or anyone affiliated with this writer in any context outside of your online meetings, they will not acknowledge you first. Your right to privacy and confidentiality is important, and this writer does not wish to jeopardize your privacy. However, if you acknowledge this writer, or anyone affiliated with this writer first, they will be more than happy to speak with you briefly, but feel it appropriate not to engage in any lengthy discussion in public or outside our meetings.

## **COACHING CONSENT AND DISCLOSURE**

By signing below, I understand and acknowledge all of the following:

### **Required Disclosure**

Kristin Areglado Hurley, LCPC, CST (heretofore referred to as “Coach”) is not a licensed physician, psychologist or other provider of medical or psychological services in your state. The services offered by Coach are alternative or complementary to healing arts services licensed by your state. Although Coach is a licensed psychotherapist in Maine, Coach is not functioning in the role of a licensed therapist during these coaching sessions, but rather, using her training to inform the activities.

### **Nature of Services**

Each will offer the following: Life coaching. This involves guiding clients to make thoughtful, manageable lifestyle adjustments to improve overall well-being and vitality. In addition, Coach may provide relationship education and guidance.

### **Theory**

The theory upon which the services are based is as follows: coaching involves attuning the client to their own goals, metrics, and habits, so clients can release limiting beliefs, clarify their values, and achieve overall self- and relational improvement.

### **Education, Training, Experience**

Coach's education, training, experience, and other qualifications are as follows: Post-Masters Certification in Clinical Community Counseling from The Johns Hopkins University; Certified Sex Therapist through the American Association of Sex Educators, Counselors and Therapists; 18-years of clinical practice as a counselor and life coach. Training in family systems theory, marriage counseling theory and sex therapy.

### **Notice and Additional Terms**

1. No Therapy: Most states do not prohibit individuals from offering coaching or mentorship services. However, states require a license in their state to practice medicine and therapy to undertake the diagnosis, prevention, treatment, or cure of any disease, pain, deformity, injury, or physical or mental condition and require a license to state that any product or service might cure any disease, disorder, or condition. Thus, in the role of coach, Coach does not offer therapy, or therapeutic diagnoses.
2. No Guarantee: I recognize that Coach cannot guarantee results or any specific outcomes from our work together. I am solely responsible for any action taken based on my interpretation of any information presented.
3. Right to Discontinue Services: I understand that Coach has the right to refuse to continue delivering services at any time for any reason whatsoever and will refund the client's advance payment for the portion of unused services.
4. No Medical or Psychological Services: I am not engaging Coach for any medical or psychological services. I understand that Coach does not diagnose, treat, or claim to do any medical or psychological treatment, and that Coach's services are not designed to replace conventional treatment methods of medical or psychological conditions. I also understand that Coach does not offer therapy for emotional or mental disorders. I am responsible for my own health care decision-making by obtaining any necessary consultations with appropriately licensed health care professionals such as physicians and psychologists. In case of an emergency, I will call 911 and in case of need for medical or psychological assistance I will contact my appropriate medical or licensed mental health care provider.
5. My Responsibility for My Self-Care: I understand that any relational or inner-directed work, or self-reflection can bring up distressing feelings, images, thoughts and behaviors. I agree to seek medical assistance or psychotherapy or any other appropriate physical or mental diagnosis and treatment from a practitioner duly licensed in my state of residence (such as a licensed medical doctor or licensed psychologist) if I find that these distressing aspects create a danger for myself or for others.

6. No Mental Illness: I acknowledge that I have not been hospitalized for any psychiatric condition within the last ten (10) years, nor have charges been brought against me based on my behavior.

7. Assumption of Risk: I knowingly, voluntarily, and intelligently decide to receive the services described above, and I knowingly, voluntarily, and intelligently assume all risks involved in the same. As a result of my assumption of these risks, I agree to release, hold harmless, indemnify, and defend Coach and her agents from and against any and all claims which I (or my representatives) may have for any loss, damage, or injury arising out of or in connection with use of the services described above, or arising out of or in connection with referral to other practitioners or merchants for delivery of any services.

8. Cancellation: I understand there is a 24-hour appointment cancellation policy and that if I miss my scheduled appointment or cancel within less than 24-hour notice, I am responsible for the full cost of the session. If appointments are scheduled on a Monday, I will provide 24-hour cancellation notice on the prior Friday.

9. Financial Responsibility: I understand that Coach does not accept insurance or negotiate with insurers, and that Coach's services are likely not reimbursed by any insurer. I am financially responsible for my session and agree to pay the charges incurred. Coach does not accept partial payment or waive payment.

10. Arbitration. Any dispute, claim, or controversy arising out of, or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Cumberland County, Maine, before one (1) arbitrator. The arbitration shall be administered by AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration, in Cumberland County Maine. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the cost of the arbitration, including the fees of the arbitrator. Each party has read and understood this Section (arbitration) and understands that it thereby agrees to submit any claims arising out of this agreement to binding arbitration, and that this dispute resolution provision constitutes a waiver of the Party's right to a jury trial. HOWEVER, prior to either party initiating Arbitration of any dispute, the parties agree to attempt mediation of the dispute with a mutually agreeable trained mediator in Cumberland County, Maine. "Trained mediator" means a professional with actual training and experience in the field of Mediation and /or dispute resolution. EACH PARTY HAS READ AND UNDERSTANDS THIS SECTION and UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, THE PARTY AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO MEDIATION AND ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL.

11. Fee: The fee sessions with Coach are as follows: \$200 per 60-minute session/ \$300 per 90-minute session.

12. Telecommunication Used; Electronic Communication: Coach may provide services via videoconference. Benefits include easier access to communication and convenience; risks include technology failure, interruptions, poor connection. While Coach will work to maintain confidentiality, Coach cannot ensure or guarantee the confidentiality of any communication through electronic media, including email and text messages, even if I transmit sensitive information through such media.

13. Social Media: I understand that to maintain confidentiality, Coach typically does not accept “friend” or contact requests via social media to a personal account.

14. Confidentially: I understand that the session content and all relevant material to coaching will be held confidential unless I request in writing to have all or portions of such content released to a specifically named person/persons. I understand that limitations of confidentiality exist and are itemized below:

1. If Client threatens or attempts to commit suicide or otherwise conducts him/ herself in a manner in which there is a substantial risk of incurring serious bodily harm
2. If Client threatens bodily harm or death to another person
3. If Coach has reasonable suspicion that Client is the perpetrator, observer of, or victim of physical, emotional or sexual abuse of a child or elderly person
4. If a Court of law issues a subpoena for information stated on the subpoena

## **Consent for Telehealth Consultation**

### **Consent for Telehealth Consultation with Kristin Areglado Hurley (“Coach”)**

1. I understand that Coach wishes for me to engage in a telehealth visit.

2. My Coach explained to me how the video conferencing technology that will be used to conduct such a visit will not be the same as a direct client / coach visit, due to the fact that I / we will not be in the same room as the Coach.
3. I understand that a telehealth visit has potential benefits including earlier access to Coach and the convenience of meeting from any location of my choosing.
4. I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that either the Coach or I / we can discontinue the telehealth visit if it is felt that the videoconferencing connections are not adequate for the situation.
5. I have had a direct conversation with Coach, during which I had the opportunity to ask questions in regard to this procedure. My questions have been answered and the risks, benefits, and any practical alternatives have been discussed with me in language I can understand.

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Client Signature; Date

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Client Signature; Date

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Kristin Areglado Hurley, LCPC, CST; Date