



EACC Coaching Agreement

Coaching or TeleCoaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client. The purpose of coaching is to develop and implement a thought-provoking, creative process that inspires and supports the Client to maximize potential to accomplish personal and/or professional goals. Coaching may address goals related to work performance, personal projects, life balance, physical health, time management/organization or any area of life you are seeking greater success.

Responsibilities:

1. The Coach agrees to maintain the ethics and standards of professionalism set by the BCC (Board Certified Coach) Code of Ethics. The Coach will maintain an open, positive, and constructive approach. They will seek to provide support and guidance regarding the development needs of the Client and will work with the Client to assist them to develop skills to improve overall performance. The Coach will not make decisions for nor provide directives to the Client, but will attempt to facilitate increased awareness, goal setting, action steps, and outcome evaluation. The Coach will regularly check in with the Client on progress and priorities, and provide appropriate feedback as indicated. The Coach will keep strictly confidential all information pertaining to the Client that arises in the coaching process, unless the Client request sharing of information and authorizes this in writing, or unless disclosure is required by law.
2. The Client agrees to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully in the coaching process. The Client will establish their own goals and set the agenda for each individual coaching session. They will make their own decisions on follow up actions after each coaching session and will be responsible for pursuing these decisions between coaching sessions.

3. The Client is responsible for creating and implementing their own physical, mental and emotional wellbeing, decisions, choices, actions, and results. As such, the Client agrees that the Coach is not and will not be held liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach.
4. The Client understands that coaching is not therapy and does not substitute for therapy if needed, and does not prevent, treat, or cure any mental health or medical condition. The Client further understands that coaching is not to be used as a substitute for professional advice by legal, mental health, medical, or other qualified professionals, and will seek independent professional guidance for such matters if needed. If the Client is currently under the care of a mental health professional, the Coach will recommend that the Client inform both the Coach and the mental health provider.
5. The Client understands that although their coach is a Licensed Professional Counselor or Licensed Marriage and Family Therapist, he or she is not using their license for counseling services, he or she is not presenting as a therapist to the Client and is not providing therapy.

Schedule:

The Coach and Client agree to value the coaching process by keeping the time agreed for coaching available and free of interruptions. During the first session, the Coach and Client will establish a schedule of sessions based on the needs of the Client.

Rescheduling policy – if the Client or Coach needs to reschedule a session, they will make every effort to inform the other as soon as possible.

If the Client is not making progress towards their goals, the Coach may recommend a 2–6-week hiatus of services.

Either the Client or Coach may terminate this Agreement at any time by giving at least one-weeks' notice.

TeleHealth Informed Consent

Telehealth is the delivery of appointments through the use of interactive audio and video communication with a provider who is not in the same physical location. Telehealth sessions are similar to routine office visits, except interactive video technology allows communication with the provider at a distance. The Telehealth systems used will incorporate network and software security protocols to protect Client confidentiality and will safeguard Client Protected Health Information (PHI).

Consent to Telehealth Services:

I _____ hereby consent to Telehealth services with a member of the board-certified coaching staff at the EACC. I also understand that I have the option to withdraw consent at any time without affecting my right to future care, services, or program benefits to which I would otherwise be entitled. I understand that:

- a. At the beginning of each Telehealth session, I must share my physical location and provide the name and number of my local designated emergency contact with my Coach.
- b. I understand that my Coach may need to contact my emergency contact and/or appropriate authorities in case of an emergency.
- c. There are certain limitations to Telehealth sessions, and my Coach will determine whether or not Telehealth is appropriate.
- d. If Telehealth is not appropriate, I may be referred to another agency or mental health provider.
- e. I understand the EACC will not pay the costs of therapy or community resources/treatment services to which I may be referred.
- f. All confidentiality protections required by law or regulation will apply to my care.

Telehealth Session Protection:

I understand the EACC has taken the appropriate security measures to ensure that each Telehealth session is secure by providing sessions through Zoom (the HIPAA compliant videoconferencing application); encrypting my healthcare data; and, placing safeguards on the systems used to access my data. Please read our HIPAA Privacy Statement [here](#).

Telehealth Session Risks/Limitations:

Telehealth is an alternative form of coaching with possible limitations. Possible limitations include:

- a. May lack visual and/or audio cues
- b. May have disruptions in the service and the quality of the technology used
- c. May not be appropriate if you are having suicidal or homicidal thoughts, acute psychosis, or other emotional crisis
- d. In very rare instances, security protocols could fail, causing a breach of privacy of PHI.

I understand if any of these risks occur, the Telehealth session may need to be stopped.

Back-up Plan for Technology:

I understand during a Telehealth session, we could encounter technical difficulties resulting in service interruptions. If this occurs, my Coach and I should end and restart the session. If we are unable to reconnect within ten minutes, my Coach will call me at the personal telephone number provided by me at intake unless I provide a different number at the beginning of our session

Use of Email:

I understand the EACC cannot guarantee the confidentiality of email correspondence therefore the use of email to discuss matters pertaining to coaching is strongly discouraged. I understand that if I send an email to speak with my Coach, cancel my appointment, or respond to my Coach's encrypted email, emails are NOT a secure form of communication (see EACC social media policy for more information [here](#)). Please make note, uabmc.edu email address to uabmc.edu email address communication is approved per UAB HIPAA privacy standards.

Verification of Identity:

I understand if I ask for phone/audio coaching sessions, I must have a brief interaction with my assigned Coach via video conferencing to verify my identity first. My Coach will ask for my picture ID to match it with the photo I uploaded with my intake paperwork upon initiation of counseling services at the EACC. During the initial verification, I will also choose a phrase or password that will be used to confirm my identity in future sessions. I understand this process prevents another person from posing as myself.

Telehealth Records:

I understand a written and/or electronic record (date, time, nature of meeting) of contacts with my Coach will be maintained on a secure server (designed for EAP providers) and the company responsible for maintaining this information Harting EAP, has signed a Business Associate Agreement - attesting to HIPAA compliance. The EACC uses federally approved, point-to-point encryption software. There will be no recordings or screen shots taken of any Telehealth sessions by either party.

Confidentiality:

We understand that confidentiality is essential to your coaching progress. Our Coaches are licensed master's level or higher mental health professionals ethically and legally bound to maintain your confidentiality. Only EACC staff members have access to your record, except as required by law or as described below.

Limits of Confidentiality:

All information disclosed in coaching sessions is strictly confidential and will be released ONLY with your prior written permission, except as otherwise required by law. The Coach’s legal responsibility to disclose information includes, but is not limited to, the following conditions: suspected or known child, elder, or disabled person abuse or neglect, mandatory reporting of health care providers experiencing psychiatric or substance abuse disorders that may present a danger to self or others to their licensing boards, threat of danger to another individual, imminent threat of suicide by the client, legal subpoena to present records to comply with a court order, mandatory state and federal requirements, and in any emergency medical circumstance that requires immediate medical attention.

As a client of the EACC, it is also your responsibility to maintain the confidentiality and anonymity of other clients that you encounter while visiting our offices.

Agreement:

This document reflects the entire agreement between the Coach and Client and represents a complete understanding of the parties in respect to the Coaching or Telehealth relationship. This coaching agreement and informed consent may not be amended or altered without the consent of both parties. By signing you are agreeing to these terms.

I understand I will review this agreement with my coach during our initial meeting.

Signature of Client

Date

Signature of EACC Representative

Date