

COACHING AGREEMENT AND INFORMED CONSENT

CLIENT NAME: _____

ADDRESS: _____

PHONE: _____ E-MAIL: _____

This agreement, between Vanessa Sun Silberberg, herein THE COACH, and the above-named CLIENT will begin upon receipt of the payment and will continue for the duration of the relationship. The coach or client may choose to terminate this agreement at any time.

SERVICES. The services provided by the coach include one initial free 15- minute consultation to verify the adequacy of the program to the client's needs, and subsequent 60-minute sessions via zoom. The International Coach Federation defines as "partnering with clients in a thought-provoking and creative process that inspires them to maximize their personal and professional potential". During sessions, the the COACH may share educational material that is relevant to the CLIENT. Furthermore, the **CLIENT agrees to complete homework assignments in between sessions which are relevant to the goals established during the coaching sessions, which may include guided reflections or practical actions.**

FEES. The client understand and agrees to pay the equivalent of US\$ 180 per session, to be paid the first week of the current month in advance for the number of sessions to be held that month. I do not accept third party reimbursement from health insurance carriers. I do not accept assignment of benefits, nor do I participate in managed care insurance plans (HMO's and PPO's). Payments can be done via venmo to @youthdiscoverycoaching or zelle to the mobile number (786) 599-8361.

RESCHEDULING / CANCELLATION. Client should notify the coach if they will not be present in a session 48 hours in advance of the scheduled meeting to avoid being charged for that session. Sessions canceled 48 hours in advance will be re-scheduled with no additional charge.

LIMIT OF LIABILITY. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT VANESSA SUN SILBERBERG AND/OR OUTREACH HUMAN DEVELOPMENT SHALL NOT BE LIABLE FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL , SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY PERSONAL INJURY, EMOTIONAL DISTRESS, LOSS OF GOODWILL , OR OTHER INTANGIBLE LOSS.

(B) SOME JURISDICTIONS AND STATES PRECLUDE LIMIT OF LIABILITY CLAUSES. IN THE EVENT DAMAGES ARE ASSESSED, THE LIMIT OF LIABILITY FOR VANESSA SUN SILBERBERG AND/OR OUTREACH HUMAN DEVELOPMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF SESSIONS PREVIOUSLY HELD AND PAID FOR BY THE CLIENT.

(C) THE COACH WILL NOT TELL THE CLIENT WHAT TO DO, AND THE CLIENT IS ALWAYS EMPOWERED TO CHOOSE, AND IS HELD RESPONSIBLE FOR, HIS/HER ACTIONS. THE CLIENT ASSUMES ALL RESPONSIBILITY FOR ANY ACTIONS TAKEN IN RELATION TO A SESSION AS WELL AS ALL OUTCOMES AND RESULTS.

(D) IN THE EVENT THAT THE CLIENT DIVULGES INFORMATION THAT THE COACH DETERMINES INDICATES THE CLIENT IS A RISK TO HIM/HERSELF OR OTHERS, THE COACH IS LEGALLY RESPONSIBLE TO NOTIFY THE CLIENT'S APPROPRIATE PERSONNEL OR AGENCIES.

THE LIMITATIONS ON VANESSA SUN SILBERBERG AND/OR OUTREACH HUMAN DEVELOPMENT ABOVE SHALL APPLY WHETHER OR NOT VANESSA SUN SILBERBERG AND/OR OUTREACH HUMAN DEVELOPMENT IS NEGLIGENT OR HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

The signatures below indicate full understanding and agreement with the information in this Coaching Agreement.

Client Name: _____

Client Signature: _____

Date: _____

Coach: Vanessa Sun Silberberg

Coach Signature: _____

Date: _____

INFORMED CONSENT FOR SESSION RECORDING AND USE OF MENTALYC NOTE TAKING SOFTWARE

General Notice

I have a legal and ethical responsibility to make my best efforts to protect all communications that are part of our coaching sessions. I have chosen to use Mentalyc's note-taking system for coaching as part of my effort to provide the best care to my clients. It provides me with an automatically generated transcript and summarization of our sessions. Mentalyc's system is HIPAA compliant and uses up-to-date encryption methods, firewalls, and backup systems to help keep your information private and secure. You are consenting for me to record our sessions using Mentalyc's system.

Details

By signing this agreement, the client consents to the recording of coaching sessions conducted via Zoom for the purpose of ensuring accuracy in note-taking and for the coach's reference to support the client's progress. These recordings, along with any notes derived from them, are strictly confidential and will be used solely by the coach for the purposes of the coaching relationship. The recordings will not be shared with any third parties without the client's explicit consent and will be securely stored and deleted upon request.

Recordings of our sessions will be transcribed and summarised by Mentalyc's HIPAA-compliant technology. Mentalyc doesn't store the recordings and client personal information. I may choose to keep the summarised notes as part of your confidential medical record. Mentalyc only keeps anonymized data to help improve the tool. As with any technology, there are certain risks and benefits, which I will list here:

Risks:

- All technology contains a risk of confidential information being disclosed. You can ensure the security of our communications by only using trusted secure networks for coaching sessions and having passwords to protect the device you use for coaching. Mentalyc mitigates this risk by ensuring up-to-date technological security and storing the data with as little identifying information as possible.
- Mentalyc Researchers will have access to your de-personalized transcripts (transcript content with removed names, emails, and other identifying information).

- The system may contain unknown bias in the way it generates the session summary and presents clinical information. This risk is mitigated by your therapist's commitment to review and modify the note as needed using their clinical expertise.

Benefits:

- The technology allows the therapist to focus more of their attention on therapy.
- Removes the need for taking notes or trying to remember information during and after the session.
- Mentalyc reduces the therapist's workload and may help with compassion fatigue.
- The technology may provide additional clinical insights for the therapist which helps improve outcomes in the therapeutic process.

By signing this consent, you are agreeing to allow your therapist to use the Mentalyc software.

The signatures below indicate full understanding and agreement with the information in this Informed Consent.

Client Name: _____

Client Signature: _____

Date: _____

Coach: Vanessa Sun Silberberg

Coach Signature: _____

Date: _____