

Dr. Vic Bloomberg

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Coaching Agreement

Section I: The Parties

This Agreement is entered into by and between Victor Bloomberg, EdD, LCSW (“Coach”)

And the Client:

Name, Address, City, State, Zip Code, Telephone Number, Email Address

Coach agrees to provide Coaching Services for Client focusing on the following topics and/or goals:

Section II: Description of Coaching

Coaching is an Alliance (not a legal business partnership) between Coach and Client. Coaching is a thought-provoking and creative process that inspires the Client to maximize personal and professional potential. It is designed to facilitate the development of personal and/or professional abilities using an adult learning cycle of Planning, Doing and Assessing (PDA).

1) Coach-Client Alliance

Coach uses advanced educational methods developed from decades of professional experience and a doctorate in education.

A. Coach Responsibilities: Coach agrees to maintain the ethics and standards of behavior established by the [National Association of Social Workers \(NASW\) Code of Ethics](#). Coach provides adult learning content that facilitates Client empowerment through enhanced well-being. Well-being is defined by realms that can be represented with a Venn Diagram¹: (1) Self-care (physical, mental, emotional and spiritual), (2) Social skills (in private space such as family and in public space such as work), (3) Community awareness (utilization for personal/social empowerment as well as engagement for the benefit of others), and (4) Social cause involvement (that helps make life better for others by joining with others and reaches beyond an individual’s social relations.)

¹ <https://www.merriam-webster.com/dictionary/Venn%20diagram>

B. Client Responsibilities: Client is solely responsible for decisions, choices, actions and results which flow from the coaching. Client agrees that Coach is not and will not be liable or responsible for any action or inaction, nor for any result (direct or indirect) of any services provided by Coach. Client understands coaching is not therapy² as prescribed by a medical provider or required by a judicial proceeding and/or court order.

C. Client understands that in order to enhance benefit gained from coaching, they need to communicate honestly, to be open to feedback and to create the time and energy to participate fully in the program of adult learning that is brought about through recurring cycles of PDA (Planning, Doing and Assessing).

2) Services

Client and Coach agree to meet via the confidential, audio/video teleconferencing platform provided by the Coach at a day and time mutually agreed upon. Non-confidential communication and materials (such as appointments, articles or worksheets) can be exchanged via email, direct messaging or voice mail.

3) Fees

The fee per hour for audio/video teleconferencing and other agreed upon work is \$_____. Coach has an affordability policy. [i]

4) Procedure

The day and time of a meeting is set by Coach and Client with an email confirmation. Coach provides the teleconference link. Coach will wait for 15 minutes from the start time. If the Client does not login within those 15 minutes, the meeting is ended and Client is billed for the 15 minutes.

5) Confidentiality [ii]

This coaching, as well as all information (documented or verbal) that Client shares with Coach is bound by the principles of confidentiality set forth in the [NASW Code of Ethics](#). This standard is higher than the norm for coaching. For coaching, the Coach-Client Alliance is not considered a legally confidential relationship (as is set by the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. Nonetheless, Coach utilizes the higher confidentiality standard associated with his clinical license³.

² Coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and coaching is not to be used as a substitute for treatment that is recommended or required by legal, medical, or other licensed providers. It is the Client's exclusive responsibility to seek such treatment. If Client is currently under the care of a licensed provider, it is recommended that the Client promptly inform the provider of the nature and extent of the coaching agreed upon by the Client and the Coach.

³ California License (Clinical Social Worker) # LCS 15746, Expires April 30, 2025

6) Meeting Reschedule Policy

Client or Coach may notify the other of the need to reschedule in advance of a planned meeting. The courtesy reflects respect which is a core tenet of the coaching.

7) Record Retention

Client is responsible to retain their own records and notes. Client may request that Coach audio-record meetings. The request is formalized with a *Coaching Recording Consent* form.

8) Conclusion of Coach-Client Alliance

Client or Coach may end this Agreement at any time. A one-week notice given during a meeting or by email is recommended. The purpose is to schedule at least one meeting to summarize results achieved from coaching and make a description of growth in-progress. This is especially useful for Client's future review, as well as in the event that Client returns to coaching.

Section III: Legal Matters

9) Limited Liability

Except as expressly provided in this Agreement, Coach makes no guarantees, representations or warranties of any kind or nature, expressed or implied with respect to the coaching services agreed upon and rendered. In no event shall Coach be liable to Client for any indirect, consequential or special damages. Notwithstanding any damages that Client may incur, Coach's entire liability under this Agreement, and Client's exclusive remedy, shall be limited to the amount actually paid by Client to Coach under this Agreement for all coaching services rendered through and including the termination date.

10) Entire Agreement

This document reflects the entire agreement between Coach and Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both Coach and Client.

11) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, Client and Coach agree to teleconference mediation. It is to be conducted in good faith. Mediation is to be scheduled for a period of 30 days and may end early. Client is solely responsible for the entire cost of mediation. If there is legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

12) Severability

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. 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.

13) 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.

14) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without giving effect to any conflicts of law principles. This ensures that the conflicts of law principles of California laws do not result in the application of another state's law.

15) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. Please sign both copies and return one copy of this Coaching Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and either: (1) mail the signed agreement to Dr. Victor Bloomberg, P.O. Box 3483, San Diego, CA 92163 or (2) email a scanned Agreement or PDF.

Endnotes

i. Fees Additional Information:

The fee is due at time of service. A future teleconference can be schedule whenever there is not a balance owed. Time is calculated in 15-minute increments (rounded up.) Teleconferencing time is calculated at the conclusion of each meeting. Short emails or text messages (up to 125 words) and brief voice mail messages (up to 1 minute) are not billed. Client may request that Coach read or write a report, review a worksheet or article, and Coach will log time and email an invoice. The amount due at the next teleconference. This Agreement is session-by-session, there is no subscription or monthly discount.

ii. Confidentiality for Coaching

Client acknowledges their continuing obligation to raise any confidentiality questions or concerns with Coach in a timely manner. Confidentiality for coaching does not include information that: (a) is generally known to the public or in Client's industry; (b) is obtained by Coach from a third party, without breach of any obligation to Client; (c) is independently developed by Coach without use of or reference to Client's confidential information; (d) is required by statute, lawfully issued subpoena, or by court order to disclose; (e) is disclosed to Coach and as a result of such disclosure Coach reasonably believes there to be an imminent or likely risk of injury to Client or others.

Section IV: Signatures

CLIENT: Signature, Address, City, State, Zip Code and Date

COACH: Signature — Dr. Victor Bloomberg and Date