

SUSTAINABLE SUNSHINE LLC
SERVICES AGREEMENT FOR COLLATERALS
An Agreement Between the Client and Anyone They Choose to Participate in Their Coaching

INTRODUCTION

I want to thank you for accepting the invitation to assist in _____ (client's name) coaching. Your participation is important and it can be essential to the success that the client makes. This document is to inform you about the risks, rights, and responsibilities of your participation as a collateral participant.

WHO IS A COLLATERAL?

A collateral is usually a parent, partner/spouse, family member, or friend, who participates in coaching to assist the identified client. The collateral is not considered to be a client and is not the subject of the coaching. Coaches have certain legal and ethical responsibilities to clients, and the privacy of the relationship is given legal protection. The interests of the client will be placed above collaterals.

THE ROLE OF COLLATERALS IN COACHING

The role of a collateral will vary greatly. For example, a collateral might attend only one session, either alone or with the client, to provide information to the coach and never attend another session. In another case, a collateral might attend all the client's coaching sessions and their relationship with the client may be a focus of the coaching sessions. We will discuss your specific role in the sessions at our first meeting and other appropriate times.

BENEFITS AND RISKS

Coaching can engender intense emotional experiences, and your participation may lead to strong anxiety or emotional distress. It may also expose or create tension in your relationship with the client. While your participation can result in better understanding of the client, an improvement in your (collective) relationship, or your own growth and development, there is no guarantee that this will be the case. Coaching is a positive experience for many, but it is not helpful to all people.

MEDICAL RECORDS

No record or chart will be maintained on you in your role as a collateral. Notes about you may be entered into the identified client's chart. The client has a right to access the chart and the material contained therein. You have no right to access the client's chart without their written consent. As a collateral, there will be no individualized coaching plan for you.

FEES

As a collateral you are not responsible for paying for my coaching services unless you are financially responsible for the client.

CONFIDENTIALITY

The confidentiality of information in the client's file, including the information that you provide me, is protected by both federal and state law. It can only be released if the identified client specifically authorizes me to do so. There are some exceptions to this general rule:

1. If I suspect you are abusing or neglecting a child or a vulnerable adult, I am required to file a report with the appropriate agency.
2. If I believe that you are a danger to yourself (suicidal) I will take actions to protect your life even if I must reveal your identity to do so.
3. If you threaten serious bodily harm to another, I will take necessary actions to protect that person even if I must reveal your identity to do so.
4. If you, or the client, is involved in a lawsuit, and a court requires that I submit information or testify, I must comply.

You are expected to maintain the confidentiality of the identified client in your role as a collateral.

DO COLLATERALS EVER BECOME A FORMAL CLIENT?

Collaterals may discuss their own problems in the client's coaching session if the topic interacts with issues of the identified client. The coach may recommend formal sessions for collaterals. However, in this case, the coach will usually refer you to someone else for coaching.

RELEASE OF INFORMATION

The identified client is not required to sign an authorization to release information (Authorization Form) to the collateral when a collateral participates in coaching. The presence of the collateral, with the consent of the client is adequate.

PARENTS AS COLLATERALS

Parents of children under the age of 18, have more rights and responsibilities in their role as a collateral than in other situations where the identified client is not a minor.

In sessions involving children and their parents, access to information is an important and sometimes contentious topic. Particularly for older children, trust and privacy are crucial to the success of coaching. But parents also need to know certain information about the coaching sessions. For this reason, we need to discuss and agree to what information will be shared and what information will remain private. I generally require a written contract signed by both you and your child/children concerning access to a child's record. Once that contract is made, I will treat it as legally binding, although it sometimes may be overridden by a judge. In general, I believe that parents should be informed about the goals of coaching sessions and how the intervention is going and whether the child comes to their appointments. I will always inform you if I think that your child is in danger or if they are endangering others. One of our first tasks is to discuss and agree on our shared definition of dangerousness so we are all clear about what will be disclosed.

If you are participating in coaching with your child, you should expect the coach to request that you examine your own attitudes and behaviors to determine if you can make positive changes that will be of benefit to your child.

Email, Text, and Discord Policy

Confidentiality

I cannot offer the same degree of confidentiality for emails, texts, or discord messages as I can for other forms of communication, such as in person or over a phone call. When you email, text, or discord message me from a given account, I will assume that it is acceptable to return an email, text, or discord message to you at that same email address, phone number, or discord account. Please refrain from emailing, texting, or discord messaging me from accounts you do not wish me to return an email, text, or discord message to. Because emailing, texting, and discord messaging requires a third party to maintain, I cannot guarantee the confidentiality and privacy protection provided by the vendors involved. While I endeavor to protect my computers from hackers, viruses, worms, and other threats to the security of your correspondence, I regret that I cannot fully assure their protection.

Please do not send me emails, texts, or discord messages as a substitute for coaching sessions. If you are messaging me about a coaching issue, I will almost always postpone responding until your next appointment.

Informed Consent

I understand that by initiating email, text, or discord correspondence and/or providing you with my email address, phone number, or discord account ID, I am agreeing to use email, text, and/or discord messaging as an acceptable form of communication for confidential information.

Emergency Policy

I am not a medical doctor and do not respond to emergency phone calls. Your signature below confirms that I have advised you to always call 911, your family doctor, mental health clinician, and/or psychiatrist in an emergency or go directly to a major hospital emergency room. Calling 911 is usually the faster alternative to immediate care. I care about my clients, so I want you to notify me as well, but only after you have received emergency care.

I am not a licensed therapist or counselor. I am not qualified in Forensic Psychology, Addiction Counseling, Anger Management, Marriage Counseling, Depression, Suicide or Crisis Counseling

I am not a licensed therapist or counselor. This means that I cannot treat mental or physical health problems or perform psychotherapy. I am not qualified in Forensic Psychology, this means I cannot treat clients with recent criminal records, or who are involved in custody disputes or any other legal disputes that may require court testimony. I am not qualified to treat anyone who is currently abusing or dependent on alcohol, illegal substances or prescription drugs, or has anger management issues, and am not qualified in Marriage Counseling, Depression, Suicide or Crisis Counseling. Your signature below indicates you accept these limitations.

SUMMARY

If you have questions about coaching, my procedures, or your role in this process, please discuss them with me. Remember that the best way to assure quality and ethical treatment is to keep communication open and direct with the coach. By signing below, you indicate that you have read and understood this document.

Collateral Signature

Date

Printed Name

Signature of Client

Date

Printed Name

Optional Collateral Number 2 Signature

Date

Printed Name

Optional Collateral Number 3 Signature

Date

Printed Name