



## Character Strengths Coaching Agreement

Welcome to **Character Strengths Coaching!** This service is provided by the VIA Institute on Character, 312 Walnut Street, Suite 3600 Cincinnati, OH 45202 (“VIA”). This document constitutes the agreement between VIA and you (the “coachee”). You should read it carefully and ask any questions or share any concerns you have *before* you sign it.

Every effort is being made to adhere to the ethical guidelines of the American Psychological Association and the Ohio Psychological Association Telepsychology Guidelines.

### Services

The service to be provided by a coach on behalf of VIA is Character Strengths Coaching, which aims to help the coachee deepen awareness, exploration, and application of their character strengths to support the coachee in reaching their goals (“Coaching”). Coaching is offered remotely by Zoom, Skype, telephone, e-mailing, or a similar channel. Your coach will contact you with contact information and instructions before your session.

Coaching may address, for example, your personal projects, life balance and stressors, the development of well-being, improving your relationships or health, job performance, satisfaction and meaning, or your strengths-based approach with your clients, students, employees, or your own children. Coaching targets your character strengths (and other strengths), and may involve personal strategic planning, values clarification, brainstorming, and other goal-achievement strategies. Your coach will use your VIA Survey results (also known as your “character strengths profile” or “free results”). Your coach may use your VIA Total 24 Report (or other VIA reports) as an adjunctive tool in the coaching.

The relationship between you and your coach is a special relationship that emphasizes your growth, your aspirations, and your character strengths, while viewing you as the expert on your life. It is designed to avoid the power differentials that occur in a psychotherapy relationship. You set the agenda and your goals (your coach can help), and the success of the interaction(s) will depend, in a significant way, on your willingness to take action in your life, try new approaches, and engage in strengths exploration and application “outside” of the coaching session(s). You can count on your coach to be honest and straightforward, to ask powerful questions, and to use strengths-based techniques to support you in moving forward. You are expected to evaluate your progress (your coach can help), and if coaching is not working as you wish, you should immediately inform your coach so you and your coach can discuss the problem.

### Our Coaches

All coaches who offer Character Strengths Coaching for the VIA Institute are certified coaches who adhere to high ethical standards in their care and support for coachees. In addition, each coach is *exceptionally* knowledgeable and well-versed (well-trained) in working with character strengths. We take great pride in that point. It is one of the ways that sets Character Strengths Coaching by the VIA Institute apart in the world. Each coach wants you to become your best self. Therefore, you can expect your coach to partner with you in exploring your character strengths, reflecting on them in relation to your aspirations/problems and in setting/reaching your goals, and in setting strategies/homework/action plans that reflect them. Our coaches



have a wide range of professional backgrounds, degrees, and life experiences. Be sure to review the bios of the coaches here.

Each coachee will be matched with a coach considering the coachee's time zone, demographics, and especially, the reason(s) for seeking coaching, as well as coach availability. Effort is made to provide the best possible match, however, no guarantee of any one particular coach can be made.

### **Exceptions to Services – No Medical Services Provided**

IF YOU BELIEVE THAT YOU NEED COUNSELING, PSYCHOTHERAPY, OR MEDICAL INTERVENTION TO RESOLVE HEALTH (MENTAL OR PHYSICAL) ISSUES OR CONCERNS, THE CHARACTER STRENGTHS COACHING PROGRAM IS *NOT* FOR YOU.

Coaching involves the assessment, labeling, and action around character strengths; it does NOT involve the assessment, diagnosis, or treatment of mental or physical disorders/illness. If you have a psychological diagnosis, or think you might, you should seek psychological treatment in your own area. You should never disregard or delay seeking medical advice because of information that you receive from coaching. You acknowledge that it is your responsibility to consult with a professional for any specific counseling or medical concerns.

Your use of Character Strengths Coaching does not create a doctor-patient relationship. Even if a coach has a medical credential, our coaches are not authorized to offer medical advice. In some situations, your coach may suggest that you initiate psychotherapy or medical treatment in order to continue the coaching, but neither VIA nor its coaches seek to evaluate or determine the severity of your mental or physical condition or the need that you may have for treatment by a medical professional. Neither VIA nor the coach is responsible for directing you to clinical treatment.

### **Fee Arrangement, Cancellations, and Additional Sessions**

Coaching sessions will be charged at the rate of \$100 (U.S.) per 30 minute session. Fees must be paid before you receive coaching. You must give 24-hours notice if you need to change the time or day of an appointment. Appointments cancelled with less than 24 notice or in which the coachee does not show up, will not be eligible for refunds. To cancel an appointment, e-mail the coach and [info@viacharacter.org](mailto:info@viacharacter.org). Commercially reasonable efforts will be made to reschedule sessions when you provide timely notice. VIA reserves the right to modify fees at any time for any reason.

The coachee has the right to request additional sessions beyond the initial purchase. At the same time, the coach may encourage the coachee to consider having additional sessions in order to further support the coachee's goals and aspirations. The coachee is under no obligation to sign up for additional sessions. In addition, the coachee has the right to request a new coach for any reason (e-mail [info@viacharacter.org](mailto:info@viacharacter.org) to begin that process). VIA is not obligated to fulfill such a request but will review all requests in a timely manner.

### **Confidentiality**



All communications between you and your coach are confidential, subject to the exceptions in this Agreement. VIA and your coach will only release information about your coaching to others (1) with your written permission, (2) in response to a court order, or (3) as otherwise anticipated by this Agreement.

If a coach learns something, directly from you or otherwise, that makes the Coach believe that you or someone else presents an imminent risk to yourself or to someone else, or if you make any threat of imminent violence against another person, then VIA and the coach are legally obligated to release that information to protect you or others from harm. If VIA or the coach gain information that indicates that a child, elderly, or disabled person is being abused, then VIA or the coach must report that information to the appropriate agency. If such a situation occurs during or related to your participation in coaching, your coach may, but is not obligated to, discuss it with you before taking action.

Your coach may share information with VIA as part of a supervisory, review, or quality assurance process intended to bring you high quality services; in such cases, VIA would uphold the same confidentiality principles as your coach.

Confidential information does not include information that was: a) in VIA or the coach's possession prior to its being furnished by the coachee; b) is generally known to the public or in the coachee's industry; c) is obtained by VIA or the coach from a third party, without breach or obligation to the coachee; d) is independently developed by VIA or the coachee without use or reference to coachee's confidential information; and/or e) involves illegal activity.

A brief written record of each coaching session will be maintained by the coach. This will be kept in a private, electronic file on a password-protected computer. You will not disclose anything in coaching that is protected by a confidentiality obligation you have to your employer, clients, or any other person or entity. This includes, but is not limited to, any obligations you have under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

You have the right to request the coaching session be recorded and shared with you (for example, by Zoom) or you can request to use your own recording device. However, the coach is NOT obligated by VIA to consent/agree to this, therefore, there is no guarantee of session recordings. Any interest - by the coach or coachee - in recording a session for any reason should first be discussed and agreed upon by the coach and coachee.

### **Disclaimer of Warranty**

A limitation of remote Coaching is that the audio and/or visual components may not be clear. Any "lost time" due to technical difficulties caused by the coach's location (e.g., bad weather, poor Internet access) may be made up by mutual agreement between you and your coach.

VIA offers no warranty against the theft of electronic records.



Character Strengths Coaching is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, VIA, and all associated parties disclaim any and all warranties, express and implied, including, without limitation, any: (1) warranties that the Character Strengths Coaching will meet your requirements or achieve certain results; and (2) warranties of title, non-infringement, merchantability, fitness for a particular purpose, informational content, timeliness, and completeness. No communication from VIA or our coaches creates a warranty of any kind.

### **Release, Indemnification and Limitation of Liability**

You unconditionally and irrevocably waive liability, release, promise never to sue, forever discharge, and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs, and expenses, including attorneys’ fees and costs that you have or may have against VIA, its parents, affiliates, agents, representatives, and each of their respective owners, officers, shareholders, directors, employees, and agents (“Released Parties”), arising from or related to the coaching including, but not limited to, your application of any advice received during coaching.

You agree to indemnify and hold harmless VIA and its coaches from and against all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees and costs) brought by third-parties arising out of, related to, or that may arise in connection with: (i) your participation in coaching; (ii) implementing the advice provided by your coach or sharing that advice with others; or (iii) any actual or alleged violation or breach of any of the representations, warranties, or covenants made in this agreement. You agree to cooperate fully with VIA in the defense of any claim that is the subject of your indemnity obligations under this agreement.

Notwithstanding anything to the contrary, in no event will the cumulative liability of VIA exceed the greater of (1) the total payments paid by you to VIA during the twelve months immediately preceding your claim, if any; or (2) \$500.00. Under no circumstances shall VIA be liable for indirect, incidental, special, consequential or exemplary damages (even if VIA has been advised of the possibility of such damages), arising out of, relating to, or in any way, whether directly or indirectly connected to your participation in coaching or this agreement.

In some jurisdictions limitations of liability are not permitted. These limitations shall apply to the fullest extent permitted by law.

### **General Provisions**

If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.

VIA, the coach, or the coachee may terminate this agreement at any time with two weeks written notice.

You, the coachee, represent and warrant that all the information you have provided or will provide to VIA is true and accurate. You are at least 18-years-old and declare you are responsible for creating and implementing your own physical, mental, and emotional well-being decisions.



You have read the entire Character Strengths Coaching Agreement and fully understand its terms. You agree to all terms and conditions.

---

Your Signature

---

Date

---

Printed Name