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### **Consulting Agreement and Informed Consent**

**Client Name:** Williamson County EMS

Welcome to Jaloway Leadership Consulting, a professional Consulting and Coaching company. This document constitutes a contract between us (the "Agreement"). It provides some basic information about Consulting and Coaching. Please read and sign at the bottom to indicate that you have reviewed this information. If you have any questions or concerns, please raise them with me before signing.

**Services:** I appreciate the trust of Williamson County EMS (hereafter referred to as "the Client") and the opportunity to serve it as a Consultant. There are several things I want the Client to know before we start. I will make every effort to work with you in ways that will be helpful, but I cannot guarantee the outcome, as there are many variables at play. I will do my best to help the Client achieve their goals. I welcome your questions about my background and training and how I work as a Consultant/Coach.

The services I provide include Leadership Consulting and Coaching on topics decided jointly with you, the Client. The purpose of Consulting and Coaching is to develop and implement strategies to help the Client reach the identified goals of enhanced leadership growth, communication and accountability. Coaching may also address a wide variety of goals including specific projects, vision and mission, management styles, job performance and satisfaction, or general conditions for the Client's leadership and employees.

Consulting/Coaching Relationships take many forms. After the initial leadership seminars on team building that the Client has asked for, sessions of various lengths may occur at various intervals. The goals the Client brings to the relationship may evolve and change. Thus, beyond the established training requested in 2017, it is not wise or meaningful to make blanket statements predicting the length of a Coaching relationship.

**Free Initial Interview and Follow Up:** Leadership consulting/coaching is not a one-size-fits-all experience. In my practice, I usually schedule a one-hour free initial interview during which the Client and I will have a chance to get acquainted. After that conversation we will both be better informed and better prepared to decide if we want to move forward and work together. After the scheduled team building seminars, I will provide a written report with detailed results of the seminars and assessments of each team and my suggestions for

moving forward. I also provide free phone calls for the following three months to help with implementation issues so as to ensure the Client can put into practice any necessary changes.

**Payment Procedure:** Consulting and coaching fees are described below.

**Consulting Service Fee Schedule**

**Daylong Team Building Sessions:** \$1500 per day.

**Personal Coaching Sessions:** \$150 an hour for individual coaching if requested, with e-mails and short calls in between as needed. This is also the price for phone calls past the 3-month post-training period.

**Group Coaching Sessions:** \$300 an hour for group coaching and consulting if requested, with e-mails and short calls in between as needed.

All other expenses such as travel expenses, including mileage and meals, as well as printed materials necessary for the seminars, are included in the consulting fee. The Client should provide writing instruments for the participants as well as a computer and projector if desired, as it is not necessary but can be helpful.

The Client has requested two eight-hour days of team building seminars; this Contract shall not exceed \$3000.00. If it is deemed that the services will exceed this amount, written notification will be sent to both parties. A change order will be approved and signed by both parties, and approved in Commissioners Court before the services can continue.

Services may be paid for by check or bank transfer to Jaloway Leadership Consulting, LLC. Changes in these procedures must be mutually agreed upon in writing.

**Texas Prompt Payment Act Compliance:**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**Right to Audit:**

Company agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Williamson County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Company reasonable advance notice of intended audits.

**Feedback:** If, at any time, the Client feels that their needs are not being met or is not getting what it wants out of the Consulting/Coaching arrangement, please tell me, so we can discuss your needs and adjust the program, as needed. We will continue to work on the goals that the Client defines unless you want to stop, which we will do whenever you ask.

**Session Time:** Sessions are scheduled at mutually convenient times. The initial leadership training will be scheduled to occur before summer 2017 at mutually convenient times. For coaching sessions, the day and time for the next session will be scheduled at the close of each Coaching session.

**Cancellations:** Please remember you must give me 24 hours prior notice if you need to cancel or change the time of an appointment, otherwise you'll be charged for the session in full. I make reasonable efforts to reschedule sessions, which are canceled in a timely manner.

**Nature of Relationship:** The Client understands that the Consulting/Coaching relationship is not psychotherapy, psychological counseling, or any type therapy. Consulting/Coaching is not a substitute for those services. In the event the Client feels the need for professional counseling or therapy, it is the responsibility of the Client to seek a licensed professional who can provide these services. If the Coach believes that such service will be valuable to the Client, the Coach will recommend them.

Coaching and psychotherapy use knowledge of human behavior, motivation, behavior change, and human communication and interaction. But the two differ significantly in the goals, focus, and level of professional responsibility.

Psychotherapy is a health care service intended to identify, diagnose, and treat nervous and mental disorders and conditions. The goals include reducing symptoms, changing dysfunctional behaviors, and helping patients to cope with their psychological problems. Psychotherapy patients are often emotionally

vulnerable and the therapy relationship is one of marked power differential. The focus of therapy often involves very intimate personal information and past life experiences of patients. Building trust is often difficult for people wounded earlier in their lives. Therefore therapists have a fiduciary responsibility to protect the safety of their psychotherapy patients.

The goals of Coaching are developing and optimizing the Client's knowledge, ability, and skill. Coaching assumes the Coaching Client's potential and assumes that the Coaching Client does not suffer from nervous or mental disorders or conditions which impair the ability to make progress in work or life goals which are the specific focus of the Coaching relationship. The focuses of Coaching are goal development, plan-formation, plan implementation, and growth. Coaching is a collaborative relationship designed to minimize power differential.

Coaching and Psychotherapy are different and sometimes incompatible activities and relationships. Because of those likely conflicts, it is not ethical for one person to provide both services to the same person. If we begin a Coaching relationship I will never then become your Therapist.

The Client sets the agenda for all Consulting and Coaching, and success depends on the Client's willingness to define issues clearly, take risks, and try new approaches. The Client can expect me to be honest and direct, asking straightforward questions, and using challenging techniques to help move forward. The Client is expected to evaluate its own progress, and if the Consulting/Coaching isn't working as it wishes, it should immediately inform me so we can both take steps to correct the problem. Like any human endeavor, Consulting/Coaching may involve distressing feelings and frustration, which accompany the process of change. Consulting/Coaching does not offer any guarantee of success.

Consulting/Coaching is a professional relationship. At times this may feel like a close personal relationship, but it is not one that can extend beyond professional boundaries, either during or after our work together. Considerable experience shows that when those professional Consulting/Coaching boundaries are crossed, the hard-won benefits gained from the relationship are endangered.

**Termination:** The Client may terminate the relationship at anytime. Notification of termination must be in writing, by email or postal delivery. Like the Client, I may terminate the relationship at any time. If I choose to terminate, an explanation will be provided to you and any unused payments will be promptly refunded.

**Nondisclosure:** As a Consultant, I recognize that the Client may have future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. I will not at any time,

either directly or indirectly, voluntarily use any information for my own benefit, or disclose, or communicate this information to a third party.

**Confidentiality:** As Consultant, I will not voluntarily divulge that the Client and I are in a Consulting/Coaching relationship without the expressed written permission of the Client. I will do all in my power to keep confidential all communication between the Client and me. The Client understands that communication by email may not be secure and that archives of E-mail communication may be subject to electronic interception or may be kept by third parties (such as ISPs) and subject to court orders. The Client understands that there are exceptions to Coach-Client confidentiality that may include responding to Court Orders. In the event of the discovery of child abuse, elder abuse, abuse of a vulnerable adult, or the Client's intent to cause harm to himself/herself or others, the Coach will take all reasonable and appropriate actions which may include breaching confidentiality.

**Third Parties:** If the consulting/coaching fees are paid by some third party, the coaching relationship remains confidential between the coach and the client unless very specific exceptions are freely agreed to by the client. In such cases it is critical that the client acts entirely of his or her own accord in releasing information and that the client has carefully considered and understood the implications of releasing information of a third party.

**Group Sessions:** Some sessions may be conducted in groups, including teleconference groups. If you are involved in such groups, you agree to maintain the confidentiality of all information communicated to you by other Coaching Clients and by your Coach. We also understand that progress is often enhanced when Clients discuss their Coaching relationships with trusted colleagues and friends. You can have these discussions, but you are expected to be very careful not to share any information, which would allow others in the group to be identified. One way to decide how and what to discuss is to think about how you would feel if someone else in the group was discussing you.

**Dispute Resolution:** Any disagreement arising from the terms of this agreement will be submitted to mediation, to occur via telephone. The parties agree to be bound by the decision of a mutually agreed upon mediator whose fees will be split equally between the parties. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Contract.

**Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

**Intellectual Property:** All of the printed materials are under copy right laws and may not be reproduced either in part or in whole by any means at all without express written permission from Jaloway Leadership Consulting LLC. The ideas that are expressed and communicated are property of the Client to be utilized as it feels best.

Your signature(s) below indicates that you have read the information in this document ("Consulting Agreement and Informed Consent) and agree to abide by its terms during professional Consulting/Coaching.

The initial period of this agreement is \_\_\_\_\_ months and is subject to extension or discontinuation at the end of that period.

The Client \_\_\_\_\_

Date 02-09-2017

The Consultant Kristin Jaloway

Date 1/20/17

Third Party Payer \_\_\_\_\_

Date \_\_\_\_\_

**Jaloway Leadership Consulting, LLC**

**Revised: January 18<sup>th</sup>, 2017**