

## Coaching Contract

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Welcome to my coaching practice. This document and attachments constitute a contract between us (the "AGREEMENT") and you should read it carefully and raise any questions and concerns that you have before you sign it.

The services to be provided by James Claiborn Ph.D are coaching or tele-coaching as designed jointly with the client. The fee for the initial assessment is \$130.00 and once a plan is agreed upon, coaching sessions will be charged at the rate of \$130.00 per hour. Professional time spent outside of coaching sessions, including, but not limited to, between-session phone calls or email exchanges, reviewing tapes of sessions, report writing, and reading or reviewing documents, will be billed on a prorated basis rounded up to the nearest quarter of an hour. If I am required to attend meetings outside of my offices, you will pay for all time I spend traveling to the location of such meetings. Fees for coaching sessions must be paid in advance by credit card unless an alternative arrangement is agreed to in writing. You must also pay for collateral services within 30 days of billing. Services not paid for in advance will not be provided. You are required to give 24hours notice if you need to cancel or change the time of an appointment. Otherwise, you will be charged for the session in full and after the second such incident, all future cancellations will be charged in full. James Claiborn Ph.D. agrees that every effort will be made to reschedule sessions which are cancelled in a timely manner.

### **Coaching & Psychotherapy**

In addition to being a coach, I am also a licensed psychologist in NY, NH, ME, DE with training and experience in diagnosing and treating emotional problems. While there are some similarities between coaching and psychotherapy, they are very different activities and it is important that you understand the differences between them. Psychotherapy is a health care service and is usually reimbursable through health insurance policies. This is not true for coaching. Both coaching and psychotherapy utilize knowledge of human behavior, motivation and behavioral change, and interactive counseling techniques. The major differences are in the goals, focus, and level of professional responsibility.

The focus of coaching is development and implementation of strategies to reach client-identified goals of enhanced performance and personal satisfaction. Coaching may address specific personal projects, life balance, job performance and satisfaction, or general conditions in the client's life, business, or profession. Coaching techniques may include personal strategic planning, values clarification, brainstorming, motivational counseling, and other counseling techniques.

The primary foci of psychotherapy are identification, diagnosis, and treatment of mental and nervous disorders. The goals of psychotherapy include alleviating symptoms, understanding the underlying dynamics which create symptoms, changing dysfunctional behaviors which are the result of these disorders, and developing new strategies for successfully coping with the psychological challenges which we all face. Most research on psychotherapy outcomes indicates that the quality of the relationship is most closely

correlated with therapeutic progress. Psychotherapy patients are often emotionally vulnerable. This vulnerability is increased by the expectation that they will discuss very intimate personal data and expose feelings about themselves about which they are understandably sensitive. The past life experiences of psychotherapy patients have often made trust difficult to achieve. These factors give psychotherapists greatly disproportionate power that creates a fiduciary responsibility to protect the safety of their clients and to “above all else, do no harm.”

The relationship between the coach and client is specifically designed to avoid the power differentials that occur in the psychotherapy relationship. The client sets the agenda and the success of the enterprise depends on the client’s willingness to take risks and try new approaches. The relationship is designed to be more direct and challenging. You can count on your coach to be honest and straightforward, asking powerful questions and using challenging techniques to move you forward. You are expected to evaluate progress and when coaching is not working as you wish, you should immediately inform me so we can both take steps to correct the problem.

Because of these differences, the roles of coach and psychotherapist are often in potential conflict and I believe that, under most circumstances, it is ethically inappropriate for one to play both roles with a client, whether concurrently or sequentially. Positive change is difficult enough without having to worry about role confusion. This means that if either of us recognizes that you have a problem that would benefit from psychotherapeutic intervention; I will refer you to appropriate resources. In some situations, I may insist that you initiate psychotherapy and that I have access to your psychotherapist as a condition of my continuing as your coach.

It is also important to understand that coaching is a professional relationship. While it may often feel like a close personal relationship, it is not one that can extend beyond professional limits both during and after our work together. Considerable experience shows that when boundaries blur, the hard won benefits gained from the coaching relationship are endangered. Finally it is important to understand that I am offering coaching and it is not a health care service.

## **Confidentiality**

As a licensed psychologist, I am ethically and legally bound to protect the confidentiality of our communications. I will only release information about our work to others with your written permission or in response to a court order. There are some situations in which I am legally obligated to breach confidentiality in order to protect you or others from harm. If I have information that indicates that a child or elderly or disabled person is being abused, I must report that to the appropriate state agency. If a client is an imminent risk to him/herself or makes threats of imminent violence against another, I am required to take protective actions. These situations are quite rare in coaching practices. If such a situation occurs in our relationship, I will make every effort to discuss it with you before taking any action.

As you are no doubt aware, it is impossible to protect the confidentiality of information that is transmitted electronically. This is particularly true of e-mail and information stored on computers that are connected to the internet, which do not utilize encryption and other forms of security protection.

By signing this agreement, you commit yourself to maintaining the confidentiality of all information communicated to you by other coaching clients and by your coach. We both understand that progress is often enhanced when clients are allowed to discuss their coaching relationship with trusted colleagues and friends. You can have these discussions, but you must in no way share information that leads to the identification of others in the group. If you are ever in doubt regarding what to reveal and what not to reveal, err on the side of protecting the privacy others, a vital and nonnegotiable element of such group interaction. You will also be asked to sign a disclaimer agreement. In case of any differences this contract supersedes the disclaimer.

Coaching Client Signiture\_\_\_\_\_

Date\_\_\_\_\_

Dr Claiborn Signiture \_\_\_\_\_

Date\_\_\_\_\_