

James M. Claiborn Ph.D. ABPP ACT
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Disclaimer/Informed Consent

Not medical treatment

Coaching services are not equivalent to psychotherapy and are not intended to replace treatment for health problems. Coaching is not presented as a treatment for any specific disorder and is not a form of health care. There is no warranty stated or implied that coaching services will provide any specific benefit and results of coaching cannot be guaranteed.

Confidentiality

Unlike health care there is no legal standard for confidentiality in a coaching relationship. Although I will make reasonable efforts to protect confidential information, I cannot prevent some forms of unwanted disclosure. Electronic communication including phone calls (especially using portable and cell phones) email and or fax may be subject to interception. While communication in the context of psychotherapy is generally considered privileged it is understood that the same privilege does not apply to coaching. While I will treat client information as confidential, information may be released with written consent of the client or in response to court orders or when in my judgment there is significant risk to life or property if information is withheld.

No Emergency Coverage

I will make a reasonable effort to respond to calls or email from coaching clients in a timely way. However, since coaching is not a form of health care coaching does not extend to responding to emergencies and there is no provision for emergency coverage. If you experience an emergency, you should access local emergency services. This may include calling 911, going to a hospital emergency room or taking other appropriate actions.

Fees

Fees for coaching services need to be paid in advance or at the time of service. The fee is usually based on units of time allotted in 30-minute increments. When coaching is conducted by email or other written means I will determine the units of time involved in reading, preparing and composing the coaching response and will be billed on a prorated basis. **Because coaching is not a form of health care, it is not covered by health insurance.** Failure to pay fees may result in termination of services. Payments may be paid using debit or credit card or other electronic means. Hourly rates may be adjusted in special circumstances including scheduled long coaching sessions (3 hr. or more), high frequency coaching sessions (3 or more per week), coaching in locations requiring my

travel etc. If you have any questions about fees, please ask and I will attempt to clarify the issues.

Informed Consent

I will provide coaching services in person or by electronic means. Coaching may have potential life enhancing benefits. Coaching also has risks including possibly experiencing uncomfortable emotions, There is no guarantee of any particular outcome.

When coaching is provided by electronic means I will be available for phone contact or other agreed on means of communication at prearranged times and for agreed periods of time. Communications by email or other means will be responded to in a timely fashion and time involved in reading and replying to written communication will be considered equivalent to time spent direct contact. The timing, frequency and method of contact will be based on mutual agreement.

The fee for coaching services is \$175 for an initial session and on a rate of \$150 for a 45 minute session and will be prorated for other time intervals. Fees are payable at the time of service or in advance. The fee is the responsibility of the client and no representation is made that fees will be covered by insurance or other third party. Since coaching is not a health care service, I will not cooperate in efforts to collect from health insurance companies or similar entities for coaching services. Additional terms and conditions may be found in the coaching contract.

Your signature indicates you have read and agree to the terms of this document (Disclaimer/Informed Consent).

Print Name

Signature

Date

James M. Claiborn Ph.D. ABPP

Date

(rev 04/15/10)