

## COACHING AGREEMENT & INFORMED CONSENT

Welcome to *MAKING IT HAPPEN™* and *The Change Works Coaching*, a professional Coaching practice. This Coaching Agreement (hereafter referred to as “The Agreement”) constitutes a contract between Marie Margenau-Spatz, Ph.D. (hereafter referred to as “The Coach”) and \_\_\_\_\_ (hereafter referred to as “The Client”). As The Client, you should read it carefully and raise any questions and concerns that you may have before you sign it.

**Services:** The services provided by Marie Margenau-Spatz, Ph.D. include Coaching or TeleCoaching on topics decided jointly with you, The Client. The purpose of coaching is to develop and implement strategies to help you reach personally 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 utilizes personal strategic planning, values clarification, brainstorming, motivational counseling, and other counseling and consulting techniques.

**Payment Procedure:** The Agreement between The Coach, Marie Margenau-Spatz, Ph.D., and The Client, above-named, will begin on \_\_\_\_\_ at \_\_\_\_\_. The Agreement will continue on a month- to-month basis. The fee per hour is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Client agrees to meet for \_\_\_\_\_ (\_\_\_\_\_) minutes sessions at a frequency of \_\_\_\_\_ (\_\_\_\_\_) sessions per month; and the monthly fee is \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) payable in advance each month.

The Coach is paid in advance of each monthly series of coaching calls. The first coaching session will begin after this agreement is signed and faxed to The Coach with the signed original mailed or delivered to the office of The Coach and when the first payment is received by credit/debit card (Visa and MC), cash or check. Services must be paid for in advance, or they cannot be provided. Services requested by The Client, in addition to regularly scheduled coaching sessions, will be billed at the prorated hourly rate agreed upon in The Agreement, as specified above, and will be paid within thirty (30) days of service. Any changes to this procedure must be mutually agreed upon in writing and signed by both The Client and The Coach.

**Feedback:** If, at any time, you, The Client, feel that your needs are not being met or you are not getting what you want out of the coaching or training group, please tell me, so we can discuss your needs and adjust your coaching program, as needed.

**Session Time:** Coaching is scheduled at the mutual convenience of The Coach and The Client. The day and time for the next session will be scheduled at the close of each coaching session.

**Call Procedure:** If The Client opts to attend sessions by phone, The Client will call The Coach at the pre-arranged time and telephone number as scheduled, and The Client pays the telephone charges for the call. For group coaching calls and classes, The Coach will pay for the teleconference line, and The Clients will pay for the call into the conference line.

**Cancellations:** For individual Coaching clients, you must give forty-eight (48) hours prior notice if you need to cancel or change the time of an appointment, otherwise you will be charged for the session in full. The Coach will make reasonable efforts to reschedule sessions which are cancelled in a timely manner.

**Termination:** Either party may terminate the coaching relationship for any reason by providing the other party with a one-week written notice, which may be transmitted by email or fax.

**Confidentiality:** As a licensed psychologist, it is my duty to protect the confidentiality of the communications with my clients, including my coaching clients. The support staff of Marie Margenau-Spatz, Ph.D. includes individuals who provide administrative support and are trained in the HIPAA requirements for confidentiality. I, The Coach, will only release information about our work to others with your written permission or if I am required to do so by a court order. There are some situations in which I am legally obligated by Federal and State laws to breach your confidentiality in order to protect others from harm, including the following: (1) If I have information that indicates that a child, elderly or disabled person is being abused, I must report that to the appropriate state agency; and; (2) If a client is an imminent risk to him/herself or makes threats of imminent violence against another person, I am required to take protective actions. These situations rarely occur in coaching practices, but if such a situation does occur, I will make every effort to discuss it with you before taking any action.

Some sessions are conducted in groups, including teleconference groups. You, The Client, agree to maintain the confidentiality of all information communicated to you by other coaching clients and by your Coach. It is understandable that progress is often enhanced when clients discuss their coaching relationship with trusted colleagues and friends. You can have these discussions with trusted colleagues and friends, but you agree not to share any information which would allow others in the group to be identified.

The Client should be aware that it is impossible to protect the confidentiality of Client information which may be transmitted electronically, i.e., electronic mail and other information stored on computers connected to the internet, by cordless or mobile telephones and similar telecommunication and computer equipment. Therefore, it is agreed between The Client and The Coach that unless The Client utilizes encryption and other forms of security protection, The Client waives any action legal or otherwise against The Coach and holds The Coach harmless for any interception of Client information resulting from the use of the above-mentioned equipment.

In addition to being a Coach, I am also a licensed psychologist in the State of New York with training and experience in diagnosing and treating emotional and psychological problems. Although there are some similarities between Coaching and psychotherapy, I, as The Coach, will not conduct psychotherapy under most circumstances with my coaching clients. Coaching and psychotherapy are different modalities of counseling, and it is important that you as The Client understand the differences between them. Although both Coaching and psychotherapy utilize knowledge of human behavior, motivation, behavioral change, and interactive counseling techniques, there are major differences in the goals, focus, and level of professional responsibility.

I, The Coach, adopt *The International Coach Federation's* definition of coaching quoted in part which is as follows:

Professional Coaching is an ongoing professional relationship that helps people produce extraordinary results in their lives, careers, businesses or organizations. Through the process of coaching, clients deepen their learning, improve their performance, and enhance their quality of life.

In each meeting, the client chooses the focus of conversation, while the coach listens and contributes observations and questions. This interaction creates clarity and moves the client into action. Coaching accelerates the client's progress by providing greater focus and awareness of choice. Coaching concentrates on where clients are now and what they are willing to do to get where they want to be in the future. Coaches recognize that results are a matter

of the client's intentions, choices and actions, supported by the coach's efforts and application of the coaching process.

You can expect that I, your Coach, will be honest and direct, asking straightforward questions and using challenging techniques to help you move forward. You are expected to evaluate your own progress; and, if the coaching is not working as you wish, you should immediately inform me, your Coach, so that we can both take steps to correct the problem. As with any human endeavor, coaching can involve feelings of discomfort and frustration which may accompany the process of change. Coaching does not offer any guarantee of success.

Psychotherapy, on the other hand, is a health care service. Its primary focus is to identify, diagnose, and treat nervous and mental disorders. The goals include alleviating symptoms, understanding the underlying personality dynamics which create symptoms, changing the dysfunctional behaviors which are the result of these disorders, and helping patients to cope with their psychological problems. While psychotherapy may be reimbursable through health insurance policies, Coaching services, at present, are not.

It is understood and agreed to by The Client and The Coach that if either of us recognizes that you, The Client, have a problem that would benefit from psychotherapy, I, The Coach, may refer or direct you to appropriate resources in addition to or in lieu of Coaching. In some situations as a condition of my continuance as your Coach, I may insist that you enter psychotherapy and that I have your consent to discuss matters which concern you with your psychotherapist. It is further understood that, as The Coach, I am not obligated to provide you, The Client, with psychotherapy services.

**Mutual Nondisclosure:** The Coach and The Client mutually recognize that they may discuss The Client's future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Coach will not voluntarily communicate The Client's information to a third party. In order to honor and protect the Coach's intellectual properties, The Client expressly agrees not to disclose or communicate any proprietary information about the Coach's practice, materials, or methods to any third parties. The Coach and The Client agree to be bound by this mutual nondisclosure agreement during and after the termination of the Coaching relationship.

**Dispute Resolution:** It is agreed between The Client, his or her assigns, family and estate and The Coach that any controversy or claim arising out of or relating to The Agreement, or the breach of this agreement, shall be settled by arbitration by an accredited individual or organization with an arbitrator whom we mutually agree upon. And, the arbitration may occur by telephone.

Your signature below, as The Client, acknowledges that you have read the information contained in The Agreement and Informed Consent; and indicates your assent to the terms of The Agreement; and signifies your assurance that you will abide by its terms during our professional Coaching relationship. The parties to The Agreement will hold duplicate originals of this document which have been signed and dated by both parties.

The Client \_\_\_\_\_ Date (month day year) \_\_\_\_\_

The Coach \_\_\_\_\_ Date (month day year) \_\_\_\_\_