

COACHING/CONSULTING AGREEMENT

Welcome to my coaching/consulting practice. This document and attachments constitute a contract and agreement between us. You should read it carefully and raise any questions and/or concerns that you have before you sign it.

Services:

The services provided by, Dr. Carol Ummel Lindquist, Ph.D., FAClinP include coaching/consulting 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 a wide variety of goals including specific personal projects, life balance, job performance and satisfaction, or general conditions in the client's life, business, or profession.

Feedback:

If, at any time, you feel that 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/consulting program, as needed. We will continue to work on the goals that you define unless you want to stop, which we will do whenever you ask. I will occasionally request that we consider referring you to someone with a particular skill that I feel would benefit you or stopping our work if I no longer feel I can be helpful.

Session Time:

Coaching/consulting is scheduled at the mutual convenience of the coach and the client. The day and time for the next call will be scheduled at the close of each coaching session unless we establish a regular time.

Call Procedure:

The client will call the coach at the pre-arranged time and telephone number as scheduled, and 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:

Please remember that you must give 24 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 within 3 days, sessions that are cancelled in a timely manner. Likewise, if I must cancel suddenly without 24 hour notice, you will not be charged for the next session unless, we can reschedule in the next 3 days.

Payment Procedure:

The coach is paid in advance of each series of coaching calls. The first coaching session will be scheduled after this agreement is signed and faxed to the coach and the first payment is received by cash, credit/debt card (Visa or MC) or check. Services must be paid for in advance. Services requested by the client, in addition to coaching calls, will be billed at a prorated 45 minute session rate of \$200.00 – 10% discount (\$180.00) and will be paid by credit card, check or cash at the time of service. Any changes to this procedure must be mutually agreed upon in writing.

Termination:

Either party may end the coaching relationship by providing the other party with a one-week written notice, which may be transmitted by email or fax.

Confidentiality:

As a licensed therapist, I protect the confidentiality of the communications with my clients, including my coaching/consulting clients. I 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 to breach your confidentiality in order to protect others from harm, including (1) 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 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 or even admitting to a caller that we see you in this office.

Some sessions are conducted in groups, including teleconference 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 relationship 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 were discussing you, but in any case you agree not to reveal another group member's identity to outsiders.

As you are probably aware, it is impossible to protect the confidentiality of information, which is transmitted electronically. This is particularly true of E-mail and information stored on computers connected to the Internet (unless you use encryption and other forms of security protection), and if you use a cordless or cell phone, someone with a scanner could hear you talk.

Please note that if you instigate a lawsuit alleging emotional distress, your mental status and all your records may become subject to court scrutiny. Even when I receive written authorizations from insurance companies or regarding legal

matters that were previously signed by you, I will contact you to discuss whether I feel releasing all or some of the information is in your best interest. It is my general policy to forward all written information I release to you first with an envelope, so you can then send it on to your insurance company or requesting source after you review it and have a chance to discuss it with me.

Coaching/Consulting and Psychotherapy:

In addition to being a coach, I am also a licensed therapist in California, with training and experience in diagnosing and treating emotional and psychological problems. Although there are some similarities between coaching and psychotherapy, I usually do not conduct psychotherapy with my coaching clients. These are different activities, and it is important that you understand the differences between them. Although both coaching/consulting and psychotherapy use knowledge of human behavior, motivation, behavioral change, and interactive counseling techniques, there are major differences in the goals, focus, and level of professional responsibility.

As your coach, my job is to help you take information and skills that you already have and (1) to make decisions about which changes you would like to make, (2) to develop a personal “action plan” in order to make those changes, (3) to implement your action plan and make the behavioral changes, and (4) to develop strategies to maintain the changes you have made. I will support, encourage, teach, and help you stay “on track” toward your goals.

You, as the client, set the agenda for your coaching, and your success will depend on your willingness to define and take risks and try new approaches. You can expect your coach to 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 as your coach so we can both take steps to correct the problem. Like any human endeavor, coaching can involve feelings of distress and frustration, which 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 developing helping patients to cope with their psychological problems. It is usually reimbursable through health insurance policies (while coaching is not, at present).

Psychotherapy patients are often emotionally vulnerable. This vulnerability is increased by the expectation that they will discuss very intimate personal information and will expose feelings about themselves that they are understandably sensitive for them. 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. The coaching/consulting relationship is designed to avoid this power differential.

Because of these differences, the roles of coach and psychotherapist are often in potential conflict, so I believe that it is ethically inappropriate, under most circumstances, for me to play both roles with a client. If I am your coach, I cannot be your therapist. This means that if either of us recognizes that you have a problem that will benefit from psychotherapy; I will refer or direct you to appropriate resources. In some situations, I may insist that you enter 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 feel at times like a close personal relationship, it is not one that can extend beyond professional boundaries, 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.

Mutual Nondisclosure:

The coach and client mutually recognize that they may discuss 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 property, the client likewise agrees not to disclose or communicate information about the coach's practice, materials, or methods to any third parties without permission.

Dispute Resolution:

Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration, which will occur via telephone by an arbitrator that we mutually agree upon. The costs of the arbitration shall be borne by the losing party.

Your signature below indicates that you have read the information in this document ("Coaching Agreement" and Informed Consent) and agree to abide by its terms and conditions during our professional Coaching relationship.
I look forward to stating our work together.

Client _____ **Date** _____

Coach _____ **Date** _____