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## THE COACHING AGREEMENT

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Welcome to Debbie Bayer , a professional Life and Recovery Coaching practice. This document and attachments constitute a contract between us (the "Agreement"). You should read it carefully and raise any questions and concerns that you have before you sign it.

**Services:**

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The services provided by Debbie Bayer include Coaching via telephone on topics decided jointly with you, the client. The purpose of coaching is to develop and implement strategies to help you reach your goals for 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 your life, business, or profession.

**Payment Procedure:**

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Coaching fees are described on the attachment, "Coaching Fee Plan". As in most coaching situation, you pay me in advance of each series of coaching calls. The first coaching session will begin after this agreement is signed and faxed to me and the first payment is received by credit card or check. Services in addition to coaching calls will be billed at a prorated hourly rate (agreed in advance) and will be paid within 30 days of service. Any changes to this procedure must be mutually agreed upon in writing.

**Feedback:**

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If, at any time, you 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. We will continue to work on the goals that you define unless you want to stop, which we will do whenever you ask.

**Session Time:**

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We will schedule coaching at our mutual convenience. The day and time for the next call will be scheduled at the close of each coaching session.

**Call Procedure:**

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In coaching, the Client calls 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 pays for the teleconference line, and the Clients pay for the call into the conference line.

### **Cancellations:**

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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. I will make reasonable efforts to reschedule sessions that are cancelled in a timely manner.

### **Termination:**

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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. Payment for sessions not conducted will be refunded.

### **Confidentiality:**

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I protect the confidentiality of the communications with my coaching 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.

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 was discussing you.

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.

## **Coaching and Psychotherapy:**

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As a Coach, I am trained to help people learn new skills, communicate better, solve problems, and make significant behavior changes. I am here to offer my skills to help you make decisions and implement changes to achieve the goals that you decide upon for yourself.

Although there are some similarities between Coaching and psychotherapy, I am strictly a Coach and will not cross boundaries into psychotherapy with my coaching clients. Coaching and therapy are different activities, and it is important that you understand the differences between them. Although both Coaching 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:

### **Coaching:**

As your Coach, my job is to help you to take information and skills that you already have and (1) help you make decisions about which changes you would like to make; (2) help you develop a personal "action plan" in order to make those changes; (3) help you implement your action plan and make the behavioral changes; and (4) help you 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 goals, take risks, and try new approaches. You can expect me to be honest and direct, asking straightforward questions and using challenging techniques to help you move forward. I expect you to evaluate your own progress; if the coaching is not working as you wish, you should immediately inform me so we can both take steps to correct the problem. Like any human endeavor, coaching can involve feelings of distress and frustration that often accompany the process of change. Coaching does not offer any guarantee of success.

### **Psychotherapy:**

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 that create symptoms, changing the dysfunctional behaviors that result from these disorders, and helping patients 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 are understandably sensitive about. 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 relationship is designed to avoid this power differential.***

Because of these differences, the roles of Coach and psychotherapist are often in potential conflict, so it would ethically inappropriate for the same person to play both roles with a client. If either of us recognizes that you have a problem that would 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, either 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**

You and I mutually recognize that we may discuss future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. I will not voluntarily communicate your information to a third party. In order to honor and protect my intellectual property, you likewise agree not to disclose or communicate information about my practice, materials, or methods to any third party.

### **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 shared equally.

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Your signature below indicates that you have read the information in this document ("Coaching Agreement and Informed Consent) and any Attachments, such as the Coaching Fee Plan, and agree to abide by its terms during our professional Coaching relationship.

Client \_\_\_\_\_ Date \_\_\_\_\_

Coach: \_\_\_\_\_ Date \_\_\_\_\_

Debbie Bayer  
10512 NE 68<sup>th</sup> St Suite C-202  
Kirkland, WA 98033  
Office (425) 822-3425 Mobile (425) 891-5592  
Confidential fax (425) 822-3418  
[www.debbiebayer.com](http://www.debbiebayer.com)  
debbiebayerlmft@verizon.net