## COACHING AGREEMENT AND INFORMED CONSENT

Congratulations on starting on a journey, via professional coaching, toward a life that you would love to live. 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:**

The services provided by Jack Ito Ph.D. include coaching 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, relationship satisfaction, job performance and satisfaction, or general conditions in the client's life, business, or profession.

## PAYMENT PROCEDURE:

Coaching fees are payed through Paypal.com prior to your first coaching session. Services must be paid for in advance, or they cannot be provided.

## FEEDBACK:

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, 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:**

Coaching 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.

### CALL PROCEDURE:

The Client will be called by the Coach at the pre-arranged time and telephone number as scheduled. There are no additional feels for this call. If the Client elects to instead call the Coach, then the Client assumes all fees associated with the phone call.

# CANCELLATIONS:

The Coach has arranged his schedule to accommodate your reserved time and to make you a priority. Please remember that you must give 7 days prior notice if you need to cancel or change the time of an appointment, otherwise you will be charged for the session in full. Although emergencies are an inevitable part of life, you are still responsible for compensating the Coach for setting aside the time in his schedule.

### **TERMINATION:**

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

### **CONFIDENTIALITY:**

As a licensed therapist, I protect the confidentiality of the communications with my clients, including 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 is such a situation does occur, I will make every effort to discuss it with you before taking any action.

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 talking.

## COACHING AND PSYCHOTHERAPY:

Your coach is mental health professional who is trained to help people learn new skills and make significant behavior changes. He is here to offer skills in the areas of communication, problem-solving, and behavior change. He does this through a service called "Coaching", in which you come to him for help in making decisions and implementing them, in order to achieve goals that you decide for yourself.

In addition to being a Coach, I am also a psychologist with training and experience in diagnosing and treating emotional and psychological problems. Although there are some similarities between Coaching and psychotherapy, I will 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 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 to take information and skills that you already have and (1) to make decisions about which changes you would like to achieve (including list of coaching targets/goals), (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 to stay "on track" toward your goals.

You, 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 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 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 are understandably sensitive. The past life experiences of psychotherapy patients have often made trust difficulty 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 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 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 or 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.

### **DISPUTE RESOLUTION:**

Any controversy or claim arising out of or in relation 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.