

Dr. John O'Brien
John O'Brien Sport Psych, LLC
AGREEMENT FOR COACHING SERVICES

Welcome to my practice. Before we begin, please carefully read this Agreement for Coaching Services ("Agreement"), which includes important information about my business policies, fees, billing practices, and cancellation policy. If you have any questions or would like additional information, please let me know. When you sign this document, it will represent an agreement between us regarding coaching services.

Coaching Information (How coaching is different from psychotherapy)

I am a Psychology Candidate in Colorado, but *I am not providing therapeutic services in my role as a Sports Performance Coach*. While there are some similarities between performance coaching and psychotherapy, they are very different activities and it is important that you understand the differences between them. Psychotherapy is a health care service and is usually reimbursable through health insurance policies. This is not true for coaching. Although both coaching and psychotherapy utilize knowledge of human behavior, motivation and behavioral change, and interactive counseling techniques, the two activities have very different purposes, goals, areas of focus and emphasis, and levels of professional responsibility.

Psychotherapy focuses on identifying, diagnosing and treating mental health issues within a professional relationship designed to help clients alleviate symptoms, understand motivations, and change behaviors that may interfere with effective emotional, social or intellectual functioning. Psychotherapy generally involves discussion of intimate personal information and may lead to feelings of vulnerability on the part of the client. This vulnerability often leads to a power differential between the therapist and client, which creates a fiduciary duty on the part of the therapist to protect the safety of the client. However, coaching services are not psychotherapy and differ in important ways from the work of psychotherapy.

Our main purpose in a coaching relationship is to enhance your athletic performance, self-awareness, interpersonal skills and positive experience based on your goals and aspirations. Coaching utilizes personal strategic planning, values clarification, brainstorming, motivational counseling, and other techniques. However, in contrast to psychotherapy, coaching does NOT involve diagnosis, testing, assessment, or treatment of mental health disorders. In addition, the relationship between us in the coaching context is specifically designed to avoid the power differentials that occur in the psychotherapy relationship. Instead, the relationship is designed to be a relationship among equals – you provide the information about your goals, interests, and issues to be addressed and we work together to create a plan for achieving those goals and addressing the issues.

While in my role as a performance coach, it is ethically inappropriate for me to be your therapist whether concurrently or sequentially. Thus, if during the course of our coaching relationship either of us recognizes that you have a problem that would benefit from psychotherapeutic intervention, I will refer you to appropriate resources.

Professional Fees

Fee-for-Service

The rate for coaching is \$_____ per hour and is billed in 15-minute increments. For example, the fee for a 30-minute session is \$_____. This rate applies to all other services that I may provide in conjunction with your coaching, including preparation of letters, professional consultations, meetings with family members, telephone consultations, and other associated services.

Health Insurance

It is important for you to know that I am not able to bill health insurance for coaching services, and you will be expected to pay for coaching on a fee-for-service basis.

Payment and Billing

In an effort to maintain the best possible working alliance with my clients, I have adopted a pay-as-you-go payment model. You will be expected to pay for your sessions prior to or at the time of your appointment. At the beginning of coaching, we will establish what you are responsible for paying per session. I accept cash, check, and major credit/debit cards. For your records, billing statements will be mailed to the email address on file. If you change your email address, please let me know right away.

Appointment Cancellation Policy

If a coaching appointment is cancelled or postponed with less than 24 hours' notice, we can try to reschedule within a week at no cost. Should that not work with either of our schedules then you will be charged the hourly fee.

Policy for Non-Payment

If you are having difficulty paying for my services, please inform me right way and I will work with you to find a mutually acceptable solution. For example, depending on the type of work you are doing, we might decide to meet less frequently or enter into a payment plan that will enable you to pay down any outstanding charges. However, if you are not meeting your payment responsibility, I reserve the right to not meet with you until such time that you have paid for all outstanding charges or made the first installment in a payment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of hiring an attorney or collection agency to secure payment. The cost of such legal action will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, contact information, the nature of services provided, and the amount due.

Office Hours and Telephone Contact

I meet with clients by appointment and my office hours vary from day to day. I periodically check my phone messages while I am at the office and try to return calls within two business days. Messages left on Friday may not be returned until the following Monday or Tuesday. I do not check phone messages or return calls on weekends, holidays, after hours, or other times when the office is closed. If I plan on being unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

Limits on Confidentiality

Coaching does not have the same legal protections for confidentiality that are required for therapy clients. As a general rule, I will not disclose the specific content of my meetings with you without your permission. However, there are some situations in which confidentiality may be breached based on Colorado law. Many of these will not be applicable to our coaching work, but it is important for you to be aware of these situations.

There are some situations in which I am legally obligated to take actions and I may have to reveal some information about a client:

- If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect, the law requires that I file a report with the appropriate governmental agency.
- If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being abused, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency.
- If a client communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such person; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of the client.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

By signing below, you are indicating your agreement with and understanding of the following statements:

1. I understand that John O'Brien is a mental health professional but that he is not acting as a mental health professional while providing coaching services. Should I desire mental health therapy services, it is my responsibility to contact a mental health professional. I understand that John O'Brien may suggest that I seek mental health services if he believes that such a referral is indicated.
2. I understand that coaching is not psychotherapy.
3. I understand that as a coach, John O'Brien cannot treat me for any mental health issue I may have. John O'Brien cannot diagnose or perform any mental health testing or assessment while performing coaching services.
4. I understand that various "tools" will be used to help me in my thinking and in forming healthy and beneficial patterns in my life. I understand that even though some of these tools may be similar to those utilized in psychotherapy, they are intended to aid and benefit my coaching goals and not to provide psychotherapeutic treatment.
5. I understand that coaches are not regulated by the Department of Regulatory Agencies, Division of Professions and Occupations, are not required to abide by the Colorado Mental

Health Practices Act, C.R.S.12-245-101, *et seq.*, and are not bound by any mental health professional ethical rules of confidentiality. However, I understand my coach, John O'Brien, will keep my communications with him private unless required by law to disclose such information.

My signature below affirms that I have read and understand the preceding information and I agree to abide by the terms of the agreement.

Client Signature

Date