



COACHING AGREEMENT & INFORMED CONSENT

Welcome to Foxhole Strategic Life Coaching, LLC, a professional Coaching practice. This Coaching Agreement (hereafter referred to as "The Agreement") constitutes a contract between Marcus Hulseley (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 The Coach include Coaching or Tele-Coaching (phone, video, text, e-mail) 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, relationships 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. I operate from a Christian worldview, which naturally comes through in my coaching approach. Clients with a different worldview will be fully respected and will always have the right to decide what level of spiritual input they want.

Payment Procedure: The Agreement between The Coach and The Client, named above, will begin on _____ at _____. The Agreement will continue on a session to session basis until The Coach, The Client or both agree that an acceptable amount of coaching has taken place. The fee for a 50 minute coaching session is \$135.00 USD. The fee for one coaching email exchange is \$67.50 USD and includes one follow up exchange. Otherwise, services will be billed at \$2.70 USD per minute. Payment is expected at the time of the session. For clients meeting in person at my Chattanooga office, I accept cash, checks, major credit/debit cards and HSA Cards. There will be a \$25 fee for returned checks. Credit/debit card charges \$50 and above will incur a \$5 convenience fee. For tele-client activity or activity that is outside of the office, I will keep your credit card number on file and charge the appropriate amount after we have completed a session. By signing below, I give consent for the coach to charge my card.

Client Signature _____

Card #: _____

Exp: _____/_____ Code: _____ Billing ZIP: _____

Contacting The Coach: You may reach me by phone, text or email. Brief administrative or follow up phone calls will not incur any fee. Clinical calls will be billed at the rate listed above. Please direct any personal or sensitive information via email - instead of text. All of my contact information can be found on my personal page at www.foxholeslc.com.

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, 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 - or - sessions can be scheduled online by The Client when it is convenient.

Call Procedure: If The Client opts to attend sessions by phone or video, The Coach will call The Client at the designated time and telephone number as scheduled. The Client pays the telephone charges for the call, if applicable. The Coach will text or email a link to The Client near the appointment time if the session is video-based.

Cancellations: You must give twenty four (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 cancelled sessions in a timely manner. This policy does not apply if you are sick or if there is an emergency. Occasionally, The Coach may have to cancel or reschedule an appointment due to crisis work - or because of unforeseen family obligations, sickness, etc.

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.

Confidentiality: As a coach, it is my duty to protect the confidentiality of the communications with my clients. The support staff of The Coach may include 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 indicating 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. 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 and this is allowable. The Client should be

aware that it is impossible to completely 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. The Coach will utilize HIPAA complaint platforms when storing or transmitting personal information relating to The Client.

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 _____

The Client _____ . Date _____

The Client _____ . Date _____

Parent or Legal Charge (if The Client is minor) _____

Date _____

The Coach _____ . Date _____