

ORTANDO & SON LLC COACHING

SUN CITY CENTER, FL 33573
(813) 609-2237
ORTANDOANDSONLLC@GMAIL.COM

CLIENT INFORMATION

Client Name _____ Date _____

Address _____

Phone(s) Home _____ Work _____ Cell _____

How do you prefer to receive coaching?

In-person _____ Video Chat _____ Email _____ Phone Call _____ Text _____

Reason(s) for coaching _____

INFORMED CONSENT, POLICIES, AND RIGHTS

Services are provided in-person, via video chat, phone, text, or email.

The decision to begin Coaching is one that may have important results for your life. Please feel free to ask any questions.

Sessions will last approximately 60 minutes. The introductory session will assess your concerns and current life situation, goals, and the beginning stages of planning to fulfill those goals. Subsequent sessions will refine your plan and goals as needed.

CLIENT RIGHTS

- The right to confidentiality with certain exceptions outlined below.
- The right to be informed of the various steps and activities involved in the coaching process.
- The right to participate by asking questions and co-developing a plan as necessary.
- The right to be treated with dignity and respect.
- The right to be treated fairly without abuse or neglect.
- The right to terminate services at any time.

THE COACH EXPECTS CLIENTS TO:

- Enter into the Coaching relationship in good faith.
- Share issues of concern openly during each session.
- Follow jointly agreed upon recommendations.
- Keep appointments.

Description of Coaching: Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal, academic, vocational and/or professional potential. It is designed to facilitate the creation/development of personal, academic, vocational and/or professional goals and to develop and carry out a strategy/plan for achieving those goals.

Richard “Rick” Swope, Behavioral Coach at Orlando & Son LLC, reserves the right to decline coaching to any individual at any time with or without cause in accordance with Florida state law.

1) Coach-Client Relationship

A. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands and acknowledges coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

B. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time, and that the Coach may terminate or discontinue the coaching relationship at any time with or without cause.

C. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, employment, education, and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client’s responsibility.

D. CLIENT ACKNOWLEDGES THAT COACHING DOES NOT INVOLVE THE DIAGNOSIS OR TREATMENT OF MENTAL DISORDERS AS DEFINED BY THE AMERICAN PSYCHIATRIC ASSOCIATION AND THAT COACHING IS NOT TO BE USED AS A SUBSTITUTE FOR COUNSELING, PSYCHOTHERAPY, PSYCHOANALYSIS, MENTAL HEALTHCARE, SUBSTANCE ABUSE TREATMENT, OR OTHER PROFESSIONAL ADVICE BY LEGAL, MEDICAL OR OTHER QUALIFIED PROFESSIONALS AND THAT IT IS THE CLIENT’S EXCLUSIVE RESPONSIBILITY TO SEEK SUCH INDEPENDENT PROFESSIONAL GUIDANCE AS NEEDED. IF CLIENT IS CURRENTLY UNDER

THE CARE OF A MENTAL HEALTH PROFESSIONAL, IT IS RECOMMENDED THAT THE CLIENT PROMPTLY INFORM THE MENTAL HEALTHCARE PROVIDER OF THE NATURE AND EXTENT OF THE COACHING RELATIONSHIP AGREED UPON BY THE CLIENT AND THE COACH.

E. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

F. THE CLIENT UNDERSTANDS THAT ALTHOUGH RICHARD “RICK” SWOPE HAS PREVIOUSLY WORKED AS A LICENSED MENTAL HEALTH THERAPIST, HE IS RETIRED AND NO LONGER HOLDS A LICENSE, HE IS NOT PRESENTING HIMSELF AS A LICENSED THERAPIST TO THE CLIENT DURING SESSIONS, AND HE IS NOT PROVIDING PSYCHOTHERAPY SERVICES OR ANY OTHER MEDICAL SERVICES TO THE CLIENT.

1) Sessions

Both Coach and Client agree to engage in a Coaching Program through face-to-face meetings, video chat, phone calls, email, and/or text meetings as available and prearranged between Mr. Swope and Client.

2) Suggested Donation Schedule

Orlando & Son LLC is passionate about being a force for good. To that end, we request that Clients donate according to the Suggested Donation Schedule outlined below, or in any amount they are able, to any of our Donation Partners. Clients may learn more about our Donation Partners and access their donation portals by visiting our website, www.ortando.com

Donations should be made prior to the beginning of a session. A screenshot, receipt, or confirmation email may be presented to Mr. Swope in-person, by text message, or via email at the start of a coaching session.

Our recommended donations schedule is:

\$10 USD per text session (between 9am and 7pm)

Orlando & Son LLC

\$20 USD per week for help as needed by text and email

\$25 USD per phone or video chat session (up to 60 mins)

\$50 USD per face-to-face meeting (within the Coach's service area)

Packages:

4-week Performance Package includes:

- weekly in-person or video chat check-in sessions
- bi-weekly email correspondence and troubleshooting
- as-needed text sessions (between 9am-7pm)

TOTAL \$300 (suggested donation)

6-week Performance Package includes:

- weekly in-person or video chat check-in sessions
- bi-weekly email correspondence and troubleshooting
- as-needed text sessions (between 9am-7pm)

TOTAL \$400 (suggested donation)

3) Procedure

The coaching sessions and/or locations will be determined by Coach and Client based on a mutually agreed upon time and availability. The Coach will initiate all scheduled calls and will contact the client promptly at the time of the scheduled appointment (barring the onset of technical issues). If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

4) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the

Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege such as HIPAA (Health Insurance Portability and Accountability Act). The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; (g) involves illegal activity; and (h) a medical emergency exists to which disclosure is necessary. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

5) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach of the need to cancel 24 hours in advance of a scheduled call/meeting. Repeated cancellations may become grounds for termination of the Client/Coach process.

6) Record Retention Policy

In order to assure the Client's confidentiality the Coach agrees to keep any written progress notes for sessions in a password-protected laptop, tablet, or cellphone, or in the case of hand written notes in a notebook specifically designated for such use stored in a private space within the Coach's office. Client understands that paperwork will be kept at the minimum necessary to

support the client's coaching goals. The Coach is not obligated to provide documentation regarding the course of the Client's coaching experience, however the Coach may do so when deemed beneficial to the Coaching Plan.

7) Termination

Either the Client or the Coach may terminate this Agreement at any time, with or without cause.

8) Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages.

9) Entire Agreement

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

10) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given.

11) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be

valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12) Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida without giving effect to any conflicts of laws or provisions.

14) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

I, _____, understand that Richard "Rick" Swope, Behavioral Coach with Orlando & Son LLC, is entering into a relationship with me **AND HE IS NOT PROVIDING ANY MEDICAL SERVICES AND HE IS NOT REPRESENTING HIMSELF TO BE A LICENSED PROFESSIONAL.** *Sessions will be scheduled on an as requested and as available basis unless participating in a Package. Upon completion of a Package, sessions may continue on an as requested and as available basis.*

I have read the above Informed Consent, Policies, and Rights. I have asked any necessary questions. I further understand that I have Rights in this Coaching relationship and that there are expectations of me to communicate. I also understand that Coaching requires time, energy, and courage.

PRINTED CLIENT NAME

DATE

SIGNATURE OF CLIENT

DATE

BY SIGNING YOU ARE AGREEING TO THE ABOVE TERMS

*Informed Consent, Policies, and Rights form must be signed and returned in paper for in-person, or via electronic copy to ORTANDOANDSONLLC@GMAIL.COM prior to scheduling a session.

AUTHORIZATION AND RELEASE

I authorize and approve the release of any information discussed in my Coaching relationship to be shared with the following person(s) listed below.

*It is not necessary to list anyone. This is a choice.

NAME

RELATIONSHIP

NAME

RELATIONSHIP

SIGNATURE OF CLIENT

DATE