

Lisa Gabardi, Ph.D., LLC

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CONTRACT FOR COLLABORATIVE COACHING SERVICES

Please Read Carefully

This contract outlines our agreement regarding my providing coaching services to support your collaborative law dissolution. Because you decided to use the collaborative process for your dissolution, I agreed to provide you specific assistance to support that effort. Before you sign this contract, please make sure you agree to all of its stipulations. You may hold off signing until you review this document with an attorney.

You are retaining **Lisa Gabardi, Ph.D.**, to provide coaching services with your collaborative law case. You are making a commitment to resolve disputes using non-adversarial processes. The collaborative team, of which I am a member, is being hired for settlement negotiations only. My services are limited to non-litigation only. The collaborative process entails a commitment to adhere to principles such as honesty, open communication, and mutual respect. (Please see attached the *Rules of Good Faith in the Collaborative Process* form and initial your commitment to these rules of conduct).

My Background and Education

I have been licensed as a psychologist practicing in Oregon for over twenty-six years. My doctoral degree is in counseling psychology from Colorado State University. I have a research background in the effects of divorce on children and am published in the *Journal of Divorce and Remarriage*. I have years of clinical experience providing counseling to individuals and couples going through divorce. I also have specific training in conflict resolution, negotiation and mediation as well as the collaborative divorce model. I am a member of the Independent Practice Division of the American Psychological Association, the Oregon Psychological Association, the Oregon Mediation Association, the International Academy of Collaborative Professionals, the Oregon Association of Collaborative Professionals, and the nation and Oregon chapter of the Association of Family and Conciliation Courts.

In consideration of the mutual promises contained in this document, you and I agree that this contract is made subject to the following terms and conditions:

- A. My services are to help you achieve a marital dissolution, which will minimize the negative impacts upon social, emotional and financial aspects of your life and the lives of your children.

B. I agree to work as a member of a collaborative team to facilitate communications and help resolve conflicts throughout the dissolution process. Specifically, I agree to help you:

1. Identify and prioritize your concerns;
2. Clarify your goals and objectives;
3. Bring focus to the best interests of the children (this may include development of a parenting plan);
4. Utilize effective and respectful negotiation processes;
5. Ensure constructive communication skills are applied; and
6. Sustain a collaborative environment.
7. Remind you and help you honor commitments made in this Agreement.

C. You understand and agree to:

1. Be respectful and courteous to all parties and professionals involved;
2. Candidly communicate your ideas, thinking and concerns;
3. Demonstrate you are open to new ideas and approaches to problem solving, which are beyond your own experience;
4. Be forthcoming with complete and accurate information needed by the parties and professionals;
5. Allow others to speak without interrupting them;
6. Encourage and support efforts to collaborate with others;
7. Focus on the best interests of the children; and
8. Work as a team member to help reach a consensus on the content of the dissolution documents and forms.

D. Further, you agree to:

1. Suspend court involvement in any aspect of your dissolution, while the collaborative efforts are underway, and
2. Hire, support and provide information to professionals as may be required; for example, family law attorneys, certified public accountants, specialists in psychology of children, and others needed to reach resolution to questions and concerns.

E. I agree to perform the duties of Collaborative Law coach, not to interpret laws. You understand that as coach I will act as an impartial facilitator without favor to either party. I cannot assess what would happen if you were to withdraw from collaborative processes and then present your concerns to a court.

F. You acknowledge and understand that the normal privacy and confidentiality practices applied by mental health counselors and similar professionals and their clients do not apply here. I will share with other individuals involved in the collaborative process your ideas, analyses, proposals, and other statements you make to me. You do not

expect me to hold confidential things you say from the collaborative team. To the extent allowed by law, I agree to hold confidential what I hear and see throughout the collaborative process and prevent release by me from individuals not involved in the collaborative process.

- G.** *You agree that I may share information from individual sessions with you with your spouse/partner and his/her attorney. I may use my professional judgment regarding information to share, at my discretion, in order to further the collaborative process. If you specifically request that information not be shared, I will honor that request, but the confidential information may be of such a nature to necessitate my withdrawal from your case and termination of this Agreement.*
- H.** *You are hereby agreeing to waive any right you may have had to the release to you or others my notes, analyses, and communications that I possess, except to support the collaborative process and as noted below; this includes rights you may have had under any Federal and State laws.*
- I.** *You agree to hold Lisa Gabardi, Ph.D. harmless from any difficulties that might arise from the collaborative process or any resulting agreement.*
- J.** *You acknowledge that I will at no time provide you with therapy or a psychological evaluation, whether or not you perceive that I am or have provided such services. In addition, I will not be available after completion of collaborative services and/or contract termination to provide you with therapy or psychological evaluation services. You may seek my coaching services in the future as related to divorce transition and co-parenting.*
- K.** You acknowledge that I *may/shall* breach any and all confidentiality agreements between us, perceived or otherwise, if I come to believe:
1. There is a threat of physical harm to an identifiable person;
 2. A person poses a danger to him/herself and/or others; or
 3. I have a suspicious of or actual knowledge of child abuse or neglect, abuse of a dependent or abuse of an elder adult.
- L.** Additionally, a copy of this document will be given to each member of the collaborative team. Any documents (including e-mails) *may* be released if directed by a court or the Oregon State Bar Association related to claims of misconduct or malpractice. You understand that using documents and other information during the collaborative process will not cause them to become privileged or confidential, unless they were created specifically for the collaborative process.

No Guarantees

Success in building a collaborative environment is dependent on many factors. Some of those factors are: Issues that are identified, the motivation of the parties to succeed, the efforts made by the parties to fulfill their responsibilities, and the parties' commitment to collaborative processes. Despite these uncertainties, I will work with you and do my best to help you realize your goals for this process. *I cannot provide guarantees.*

Appointments

Appointments can be made on the phone, in-person, or using e-mail. My e-mail address is lisa@gabardi.com. Please let me know if anyone else might read your e-mail. You can reach me by phone: (503-629-0272). If I do not answer, I request that you leave a message and phone number; please speak slowly and include your area code. I will call you back within 24-48 hours.

Fees

You agreed to pay my usual fee of \$235 per hour. Time will be billed in minimum increments of 10 minutes. Payment is due at the time of service. I will bill your credit card on file for all services, including professional time in which you may not be present. My services will stop anytime your account is not kept current.

If you object to any charge, you will notify me immediately by telephone. Past due accounts will be charged an interest rate of 9% each billing cycle and there will be a \$35 fee for any returned check.

The coaching fee will apply to all my efforts supporting you, including, but not limited to: time in team meetings, in one-on-one meetings with you or with supporting professionals, traveling to and from meetings, writing documents, completing forms, writing and responding to e-mail, and responding to telephone calls.

There will be no charge for a telephone conversation of less than five minutes. If you contact me relative to an issue that you do not believe that I should charge for my time, whether on the telephone or in person or by e-mail, you will say so early-on in our conversation. You agree to pay for one hour of my time for any missed appointment that you did not cancel at least 48 hours in advance.

Client Files

I may maintain my file related to the services provided in this effort for up to seven years after the final dissolution papers are entered or the last date that I participate in the collaborative process, whichever is later.

Limitations of Subpoena Power and Errors and Omissions Liability

You will not subpoena me or any person employed by or affiliated with me to testify or provide information in any action or proceeding arising out of or connected in any way with this collaborative process or any dissolution-related court action. You will not hold me liable for any error or omission in connection with this collaborative process or associated documents. Any temporary or partial agreements may be introduced into evidence in court as a basis for a

temporary order only by mutual agreement of you and your spouse/partner. In the event that I am called upon to participate in any litigation in which you are involved, and regardless of whether you are a current or former client at the time that I am called to participate, I will bill according to the litigation rates listed below. The time billed will include any time spent preparing for or attending that litigation, including but not limited to preparing testimony, conferences in person or by telephone with any attorneys, travel time, waiting time, testimony and/or deposition time (regardless of which side calls me). Minimum litigation fees are \$325.00/ hour. Minimum Litigation Time is 2 hrs. All Litigation fees to be paid in advance, no less than 72 hours before any hearing, trial, or deposition.

Communication Tools

When we are not face-to-face, I intend to communicate with you using voicemail, e-mail, postal service mail, fax, and telephone. Due to the nature of the Internet and computers, there is a risk that emails and other electronic communications may be intercepted, accidentally misdirected, or read by third parties. Even encrypted electronic storage services are subject to court orders and their employees may have access to saved electronic information. By signing this Agreement, you consent to the use of internet and electronic means of communication and sharing information regarding your case. If you prefer a different arrangement, please let me know.

Ethical Standards

To the best of my ability I will adhere to the ethical standards developed by the International Association of Collaborative Professionals, www.collaborativepractice.com and the American Psychological Association, <http://www.apa.org/ethics/code/index.aspx>.

Contract Termination

You understand that collaborative process is a voluntary process; you may choose to stop the process at any time. This contract ends not later than the signing of dissolution papers. If you withdraw from the collaborative effort and/or begin or continue with any court action for any reason, my services will end. You may choose to terminate my services at any time for any reason. I can help you transition to other professionals within this process or in a different settlement process. If I provide you with two days prior notice, I may withdraw from this process for any reason. I may recommend termination of the collaborative process if anyone on the team persistently refuses to honor agreement delays without reason, or otherwise consistently acts contrary to the principles of the collaborative process. In such an instance, I would notify you in writing and provide you with potential options to replace me. Regardless of the above stipulations, this contract will continue to be valid until all fees are paid.

Entire Agreement and Governing Law

This contract represents our entire agreement and there are no other provisions, oral or written, that exist between us that modify or supplement this contract. The terms of this contract may only be modified by a dated, written agreement signed by the same parties that signed this contract. The laws of the State of Oregon shall govern the provisions of this instrument. Should any clause of this contract prove to be invalid or void, it shall not affect the whole contract, but

only that portion found to be invalid or void.

You can download a copy of this document for your records and I will keep the signed original in a file.

Signed:

Lisa Gabardi, Ph.D.

Date

I have read the above contract consisting of 5 pages, and I agree to it in full. I have been given an opportunity to review this document with an attorney before signing.

Signature

Date

Printed name

Signature

Date

Printed name

