

Lisa Gabardi, Ph.D., LLC

Licensed Psychologist

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COACHING AGREEMENT

Please Read Carefully

This is an Agreement between _____ and Lisa Gabardi, Ph.D. for coaching services. I understand what is written in this agreement and agree to the following terms, conditions, rights and responsibilities. This agreement is in effect upon my signature and payment of initial fees.

1. Coaching Responsibilities and Limitations

- 1.1 As a coach, Dr. Gabardi will help you develop skills and coping to navigate your divorce. Dr. Gabardi has no authority to determine the issues, decide or make recommendations about the issues, or to make recommendations regarding appropriate settlements to any person or agency about the divorce process.
- 1.2 To disclose and discuss, to the best of my recall and knowledge, any prior contacts or associations with the parties and professionals involved in your divorce. Conflicts of interest will be avoided.
- 1.3 To provide a supportive environment and work with you to identify and prioritize your concerns, clarify your interests, needs, and goals, focus on the best interests of your children, learn and apply effective communication and negotiation skills, and/or cope with feelings.
- 1.4 Dr. Gabardi attempt to respond to voicemail or email messages within 24-48 hours and will respond during business hours. Appointments can be made by telephone or email.
- 1.5 Dr. Gabardi is not an attorney and will not provide legal advice, legal representation, or arbitration to you at any time during the coaching process. You are free to consult with an attorney (or any other professional) at any time during the divorce process.
- 1.6 Likewise, while you understand that Lisa Gabardi, Ph.D. is a psychologist, Dr. Gabardi will not provide psychotherapy to you. You will not be assessed or diagnosed. If you would like such services, appropriate referrals will be made available to you. You acknowledge and agree that no psychotherapy services are being provided to you. Further information regarding the differences between coaching and psychotherapy can be found at <http://gabardi.com/what-coaching-is-and-is-not/>.

2. Client Responsibilities

- 2.1 Agree to participate in regular meetings and develop goals. Meetings are by appointment only. Arrive on time to your appointments. Your appointment time is held for you only and you lose use of part of it if you arrive late. The total number and length of sessions to achieve your goals may vary and change with circumstances and their complexity.
- 2.2 Agree to engage in respectful behaviors that may include: calm, respectful communication, refraining from interrupting, sharing your thoughts and ideas, open and honest sharing of relevant information, and considering the best interest of your children.
- 2.3 Agree that Dr. Gabardi will serve in a support role only. Dr. Gabardi will not be a part of the legal process and will not be asked to appear or testify in court, produce documents, or asked to evaluate persons or situations related to the divorce. No party shall request that Dr. Gabardi testify or that notes, records, or documents prepared by Dr. Gabardi from coaching sessions be used or admitted as evidence in any legal proceeding.

- 2.4 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. Given the Agreement to not involve me in any legal process in which you are involved, involvement could jeopardize my neutrality and our ongoing ability to work together.
- 2.5 Agree to assume full responsibility for payment of services rendered and prompt payment of any balance due on my account.

3. Coaching Expectations

- 3.1 Coaching is *voluntary*. You may withdraw from coaching at any time and for any reason. Dr. Gabardi may also determine that these services are not appropriate or are not best serving your needs and may terminate services. Dr. Gabardi can help you to find another qualified professional that may better serve your needs.
- 3.2 Coaching services are *not legally enforceable and are not binding*. Coaching is not a substitute for a legal process. If you would like the advice of independent legal counsel referrals can be provided to you.
- 3.3 The scope of the coaching process, including determining the specific issues to be addressed is to be determined early in the process and reviewed throughout the process. While Dr. Gabardi will do her best to help you realize your goals from this process, no outcomes will be guaranteed.

4. Confidentiality

- 4.1 The coaching process is strictly *confidential*. Dr. Gabardi will not disclose information about you or the coaching process to any person or agency without your express written permission, unless so required by law. Such exceptions to confidentiality may include suspected child abuse, elder abuse, abuse of a disabled person, actual or potential threat to life or safety, or where ordered to do so by judicial/court authority. At times, I may consult with other qualified professionals about a specific situation. This is part of a responsible professional process which helps maintain high standards of professional service. If such consultation occurs without your written permission, you can be assured that no identifying information will be shared with the other professional.
- 4.2 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.

5. Coaching Fees

- 5.1 Coaching fees shall be \$235 per hour for any and all coaching related services (except litigation services; see 2.4). This shall include time spent directly with you during appointments as well as time (on a prorated basis) required to study documents, research issues, gather information, consult with other professionals (at your request and with your written consent), travel to/from meetings on your behalf, correspond (including but not limited to email correspondence), conduct telephone calls, and do other things as may be reasonably necessary to facilitate your goals. Except for cancellations related to real emergencies, there will be a one hour (\$235.) charge for any cancellations that occur less than 48 hours before the scheduled appointment.

5.2 Payments should be made at the time of each appointment. Dr. Gabardi will keep on file a method of payment for all services rendered and will bill as services are rendered. You will receive a monthly accounting of fees and expenses that remain unpaid from the time of service. Remaining balances are expected to be paid in full no later than 15 days following the billing date; unless special arrangements have been made in writing. If there is an outstanding balance for 30 days, Dr. Gabardi reserves the right to suspend and/or withdraw from providing services until payment is current. Any unpaid balance past due more than 60 days will be charged a monthly service charge of 9%. Unpaid accounts can be turned over to an outside collection agency. Please note that information about you will be given to this outside agency as necessary for the collection of payment on outstanding balances.

By my signature, I am indicating that I have read and fully understand this agreement. I agree to the terms and conditions as they are stated herein.

Signature of Participant: _____ Date _____

Printed Name: _____

Signature of Participant: _____ Date _____

Printed Name: _____

Witness: _____ Date _____

Lisa Gabardi, Ph.D., LLC