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Participation Agreement for Parenting Plan Mediation

When a couple who is actively raising children goes through a separation and/or a divorce, their relationship continues but transforms into that of co-parents. Parenting plan mediation is meant to help you with this transition and define what this new relationship will look like while keeping the focus on the business of raising children in the new family system.

_____ and _____ (hereafter referred to as parties) agree that they are entering into mediation with Ariella Goodwine Fisher, MFT (hereafter referred to as the mediator) in order to reach agreements related to the parenting plan they intend to adhere to during their relationship as co-parents.

The mediation process is entirely voluntary, and any party can withdraw from this mediation at any time. The mediator may terminate the mediation process if the mediator determines that the process is no longer appropriate, or either of the parties are not negotiating in good faith.

Neither party shall call the mediator to testify in any litigation, administrative proceeding, arbitration, or any other proceeding, nor introduce into such proceedings any information obtained during the mediation process and shall not try to compel the production of any of the mediator's records.

In the event that the mediator gives any statement concerning the law(s) affecting the issues being mediated, the parties understand that it is not given as legal advice or with either of their individual interests in mind and they are hereby advised to seek independent legal counsel to so advise them.

The parties agree to suspend any pending litigation relating to custody and parenting during the remainder of the Parenting Plan Mediation.

Once all of the issues related to the Parenting Plan have been mediated, the mediator will prepare a Memorandum of Understanding, which is not intended to be a legally binding document. The parties will have the opportunity to review the document before it is finalized. Once finalized,

the parties will sign it indicating their understanding that it accurately reflects the agreements reached by them. If the parties desire a legally binding agreement, they agree to submit the Memorandum of Understanding to an attorney of their choice for review and that one or the other (or a mediating attorney) will prepare a final, written, legally sufficient and binding agreement incorporating the terms of the Memorandum and such additional matters as the attorneys determine are required in order to make the agreement legally complete.

Confidentiality

Any information that you disclose in the course of Parenting Plan Mediation is held in strict confidence. Nothing said in, and no papers prepared for or during this mediation, can be used in any civil lawsuit or proceeding unless all parties and the mediator consent to disclosure. However, this Agreement to Mediate is not confidential, and the parties waive any right to claim that it is subject to the confidentiality applicable to the mediation.

There are some exceptions to confidentiality, which are required by California law. **I am legally required to report all incidents of suspected child, elder or dependent adult abuse to the appropriate authorities. I am also legally mandated to take preventative action should a client present a danger to him/herself or others.**

If you elect to communicate with me by email at some point in our work together, please be aware that I do not have encrypting software on my computer so while my computer is password protected, email confidentially is not totally under my control.

We will discuss together any attorneys, additional mediators or other personnel involved in your case that you may want me to speak with. I will speak to these individuals only after both parties have been informed about what will be communicated and both parties have provided written consent for these communications.

Summary Notes

The mediator will send the parties summary notes via email after meetings in which agreements have been made. The parties will have the opportunity to review the notes and are requested to indicate to both the mediator and the other party within 72 hours of receipt of the summary notes if the notes do not reflect the agreements as understood by either party.

Scheduling and Cancellations

Mediation sessions are 1-2 hours in length, unless otherwise arranged. Appointments represent time reserved exclusively for you. **If you must cancel an appointment, you must give at least 48 hours notice, or you will be charged for the length of time reserved for the missed appointment.** Cancellations may be left on my voice mail or email at any hour of the day or night.

Mediation Fees and Billing

The fee for my work as a mediator is \$250 per hour. The hourly fee is applicable for time spent in mediation at the time the meeting is scheduled and for time outside of the meetings required to study documents, communicate with the parties or to communicate with collateral contacts.

The Memorandum of Understanding is prepared at a flat fee of \$750. Payment is due prior to release of the initial draft.

At the commencement of our work together, I will collect a \$3000 advance fee deposit or retainer. You may pay by check, VISA or MC. If you choose to use VISA or MC, there is a convenience fee of 2.5% that is added to the total amount charged to your credit card. Fees for my services will be deducted from the balance of the retainer. When the balance drops below \$500, you agree to pay your respective shares in order to replenish the retainer to return it to the \$3000 level. If there is a balance in the account at the time our work together is discontinued, the remaining balance will be refunded to you. If my work at the termination of our agreement requires more time than can be compensated by the funds that remain in the retainer, you agree to pay the balance due.

Identical monthly statements detailing all activity in the preceding month, will be sent to each party. The statement will include any remaining retainer balance or balance due. Payment is expected within 15 days of receipt of the invoice.

Availability and Emergencies

My office is equipped with a confidential voice mail that will receive messages any time. I will make every effort to return calls within 24 hours or by the next business day, but cannot guarantee that calls will be returned immediately.

If you have further questions about my training, experience or approach, or need clarification regarding any of the above information, please do not hesitate to ask me.

I have read, understand and agree to the above policies and the fee for services.

Signature: _____ Date: _____

Signature: _____ Date: _____