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Licensed Psychotherapist

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Consent for Recommending Mediation

Recommending Mediation is a non-confidential process intended to assist a family when their own attempts to resolve issues concerning co-parenting and/or custodial issues have reached an impasse.

_____ and _____ agree that we are entering into Recommending Mediation with Ariella Goodwine Fisher, MFT (hereafter referred to as the mediator).

You have asked this mediator to conduct Recommending Mediation for your family. You have appointed this mediator by Order/Stipulation to do Recommending Mediation and filed the Order/Stipulation with the Court.

The recommending mediator's role includes education regarding positive co-parenting skills, reducing obstacles to communication, exploring alternatives and addressing the needs of those involved or affected. We understand that if agreement is not reached about any issues presented in the mediation process, or issues arise in the implementation of the parenting plan/agreements, the mediator will provide recommendations about those issues. Those recommendations will focus on the best interest of the children. Recommendations will be issued in writing and will be distributed to your attorneys. Such a report will also summarize any full or partial agreements made in mediation by the two of you.

Most often, although not always, meetings will include both of you. Meetings will be scheduled for 60, 90 or 120 minutes depending on the particular need. In order to have enough information to make fully informed recommendations, there may also be meetings individually with you or with your child(ren). You both agree to cooperate in bringing the minor children to appointments with the mediator when requested.

The mediator may meet or speak with other persons who may have relevant or useful information and/or perspective including, but not limited to, counsel, stepparents, school and educational personnel, care providers, health care providers for the child(ren) and therapists for

the child(ren) and/or the parents. The mediator reserves the right to make a final decision about whom to contact. In general, character references are not necessary.

Providing Documents/Other Information. Generally, this information will come directly from your attorneys. The Recommending Mediation process will begin with the mediator conferencing with your attorneys, at which time we will determine what documents the mediator will review. The mediator, however, may request that you or your attorneys provide other additional information.

Confidentiality

We understand that Recommending Mediation is a non-confidential process and that confidentiality only applies to the inappropriate disclosure of information to parties not involved in this matter. The mediator will be free to discuss what is discussed with any persons involved in this matter. The mediator may share information provided by one parent with the other parent, or ask one parent questions about what has been learned from the other parent, child, or a collateral source.

In certain situations, the mediator is required by law to reveal information obtained during Recommending Mediation to other persons or agencies without consent. **The mediator is legally required to report all incidents of suspected child, elder or dependent adult abuse to the appropriate authorities. The mediator is also legally mandated to take preventative action should a client present a danger to him/herself or others.**

If you elect to communicate with the mediator by email, please be aware that this mediator does not have encrypting software on her computer so while her computer is password protected, email confidentiality is not totally under the mediator's control.

We agree to waive confidentiality to permit the mediator to discuss this matter with the Court, counsel, Family Court Services, and any further evaluator or mediator in this case, and to testify in Court.

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 via voice mail or email at any hour of the day or night.

Communication with the Mediator

Communication can be via telephone, U.S. mail or email. Most email communication from the mediator will be copied to both parents. The expectation is that parents will copy the other parent on any email communication sent to the mediator, unless otherwise agreed upon ahead of time.

All phone and email communication will be billed as set forth below in the "Fee" section of this agreement.

The mediator is generally not available to respond immediately to telephone calls and emails. The mediator will do her best to respond to brief emails within the next business day. It may be a few days before the mediator is able to respond to a substantive email.

The mediator is not available on weekends or holidays for appointments. Therefore, if you anticipate that you will need to discuss a potential problem around weekend or holiday times, please remember to contact the mediator far enough in advance to allow sufficient time for your concerns to be addressed.

Although messages are checked regularly, the mediator is not immediately available to respond to issues on a 24 hour/day basis. In the event of an emergency, you may leave me a message to updating on the issues but you should take the appropriate emergent actions.

Mediation Fees and Billing

Recommending Mediation fees are \$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 including but not limited to

writing reports, studying documents, communicating with the parties or communicating with collateral contacts and others involved in your case, including but not limited to, Family Court Services and your attorneys. Time is billed in increments of a tenth of an hour. 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.

Court related activity is charged at the rate of \$375 per hour. This includes, but is not limited to depositions, declarations, court testimony, waiting time and travel time. Preparation for Court is charged at the regular rate of \$250 per hour.

At the commencement of recommending mediation services a \$3000 advance fee deposit or retainer will be collected. Fees for 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 the mediation discontinued, the remaining balance will be refunded to you. If the work at the termination of the agreement requires more time than can be compensated by the funds that remain in the retainer, you agree to pay the balance due. All financial obligations are to be satisfied prior to the release of the mediation report. It is agreed that payment in full is required before the report can be released and in the absence of full final payment by all parties, the mediator will have no obligation to release said report or to participate in any further manner.

Identical monthly statements detailing all activity in the preceding month, will be sent to each party.

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 .

We have read, understand and agree to the above policies and agree to proceed with services.

Signature: _____ Date: _____

Signature: _____ Date: _____