

MEDIATION
MENTAL HEALTH AGREEMENT INFORMED CONSENT

By signing this agreement you give permission to Lisa Herrick, Ph.D. to provide Mental Health Mediation services to you. Please read this information carefully, and note any questions so they can be discussed.

The mediation process is a cooperative process and does not assess blame or fault. The mediation process facilitates communications between the clients and, without deciding the issues or imposing a solution on the clients, to enable them to understand the strengths and weaknesses of various options and to reach a voluntary resolution. The mediation process provides for an opportunity for all clients to be heard; the identification of issues to be addressed; the generation of alternatives for resolution and, if desired by the clients, the drafting of a written document reflecting the agreement of the clients. In addition to the facilitation of the formal mediation process, the mental health mediator will focus on the identification and prioritization of the concerns of each person, make effective use of conflict resolution and communication skills, and help the couple to develop effective co-parenting skills.

While most mediation sessions involve both clients meeting together, at the discretion of the mediator and the mental health mediator, in order to facilitate the resolution of a dispute, the mediator may suggest meeting with individual clients in separate sessions, involving counsel for the clients and/or consultants as part of the mediation process.

The clients may discuss what happens in mediation with their spouses, advisors or other individuals when they agree otherwise by amending this Agreement to Mediate in writing. Even if so amended, the clients may always discuss what was said and done in mediation with their respective attorney. The clients are urged to discuss the subject of confidentiality with his/her respective attorney. Moreover, the attorneys who consult with the mental health professional during the mediation will also be bound by the same confidentiality provisions during settlement discussions.

All memoranda, work products, and other materials contained in the case files of a mental health mediator are confidential. Any communication made in, or in connection with, the mediation, which relates to the controversy being mediated, including screening intake and scheduling a mediation session, whether made to the mediator or the mediator's staff, to a party, or to any other person, is confidential. Confidential materials and communications are not subject to discovery in any judicial or administrative proceeding except:

- i. This Agreement to Mediate;
- ii. An Agreement where all parties to the mediation agree, in writing, to waive the confidentiality;
- iii. In a subsequent action (including, but not limited to a formal complaint or suit) between the mediator and a party to the

- mediation for damages arising out of the mediation, or for payment of mediation services;
- iv. Statements, memoranda, materials and other tangible evidence, otherwise subject to discovery, which were not prepared specifically for use in and actually used in the mediation;
 - v. Threat to property or infliction of bodily injury or psychological harm to others or self is made during course of mediation, (the mediator may also contact the police or other appropriate individuals in such instances);
 - vi. Communications intentionally used to plan, attempt to commit, or commit a crime or conceal an ongoing crime during course of mediation (the mediator may also contact the police or other appropriate individuals in such instances);
 - vii. Where there is a complaint or suit brought against the mediator by a party to the mediation to the extent necessary for the complainant to prove misconduct and the mediator to defend against such complaint;
 - viii. As provided by law or rule, to include, but not be limited to:
 - (1) the mediator has reason to suspect child abuse or neglect (the mediator may also contact the police or other appropriate individuals in such instances); and
 - (2) in reporting on the outcome of the dispute resolution proceeding to the referring court (the report shall indicate whether an agreement was reached, the fact that no agreement was reached, or the fact that the orientation session or mediation did not occur).

Under no circumstances will the clients subpoena the mental health mediator/mediator, any employee of the mediator's office, or the mediator's files, unless it is in accordance with the exceptions outlined above.

CLIENT CONFIDENTIALITY AND CLIENT SAFETY

The parties agree that all notes, work papers, summaries, written or oral opinions, written or oral reports of the mental health mediator (collectively referred to as the work product), if any, shall be confidential to the mediation and shall not be released to any person or entity outside of the mediation process.

While the role of the mental health mediator is different from the role of psychotherapist, I am in practice as a licensed clinical psychologist. The confidentiality of communications between my clients and me as a mental health mediator is important and is protected by the laws and ethical standards governing the practice of psychology. Please note that these are standard HIPAA (federal privacy statute) exceptions to confidentiality, and not specific to the mediation process:

Exceptions to client confidentiality:

- 1.) If a client communicates directly to me a threat of physical harm to an identifiable person, or damage to an identifiable person's property, I am required by law to warn the intended victim and notify the police.
- 2.) If I believe that a client is in a mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others to facilitate the client's safety.
- 3.) If I have a reasonable suspicion that a client may be unable to care for him/herself, or may be unable to provide for his/her basic personal needs for clothing and shelter, I may breach confidentiality to facilitate the client's safety.
- 4.) If, in my professional capacity, I have a reasonable suspicion of child abuse or neglect, or abuse of dependent, disabled or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.

COMMUNICATION WITH YOUR ATTORNEYS

If you are currently working with an attorney on the matter for which you are seeking mediation, you may choose to ask me to communicate with that professional. If I have written permission to communicate with your attorney, I can update your attorney about the discussions in our mediation meetings upon your request. I may draft preliminary notes on parenting plan language for clients but I shall not draft any legal agreements. Clients will be billed for the time it takes to prepare such correspondences and engage in such communications. The parties will not be asked to memorialize such understandings. The parties will not sign any binding agreement without both lawyers' review.

FEES

My mental health mediation fee is \$250.00 per 60-minute session and is due at the time of the mediation. I do charge for case management, which includes email review, email preparation, report writing, document review, phone calls with other professionals or clients.

I ask that clients pay a \$500.00 retainer to cover the case management. This retainer is due by the second meeting I have with clients unless we agree in advance to a different payment arrangement. As the retainer is depleted, clients and I will discuss whether to proceed with another advance payment for services or switch to a "pay as you go" policy. I accept cash or checks, but not credit cards.

Cancellation Policy: I ask for 48 hours notice to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. To cancel a Monday appointment with 48 hours notice, I ask that you call by the preceding Thursday at 5PM. When an

appointment is scheduled for two parties to meet with me together, and one party cancels with less than 48 hours notice, that party is the client who is asked to pay the fee for the missed session.

I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT, AND AGREE TO ITS TERMS.

MENTAL HEALTH MEDIATOR

Date

SIGNATURE

Date

SIGNATURE

Date

Lisa R. Herrick Ph.D.

PH. 703 847 5793
FAX 703 847 5791
lherrickphd@gmail.com