

B. KERRY BROWN | LCSW, MSW, CBA

*Providing Quality Individual, Couples, & Family Counseling,
Behavior Management Consulting, and Mediation Services*

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AGREEMENT TO MEDIATE

Dear Clients,

Thank you for your request for information on the mediation process should I be retained to serve as mediator to assist you in reaching a mutually acceptable agreement on outstanding matters of dispute. As a licensed psychotherapist also trained and certified in mediation, I will not provide psychotherapeutic evaluation or treatment as a part of this process. Should you feel there is a need for such services, you agree to seek professional assistance from a clinician other than myself.

Some of the additional guidelines to be reviewed and agreed upon before mediation commences include the following:

1. **Mediator's Role:** By remaining impartial and neutral, I will encourage you to identify the issues that need to be resolved, exchange information, generate options or alternative solutions, and fairly negotiate with one another. *You* will be the decision-makers in these matters and will determine what you believe is a fair and satisfactory resolution. You are not bound to agree with any options or alternatives which may arise in mediation and understand that I have no decision-making authority to decide any aspect of your agreement.

2. **Confidentiality:** You agree to keep all negotiations and communications in mediation confidential, except where disclosure is required by law or mutually agreed to by all mediation participants. You agree not to call me as a witness in any litigation or legal proceeding nor request to use any of my records or documents for the purpose of litigation. Should anyone signing this agreement to mediate seek to compel me to provide information in a court proceeding or elsewhere, you agree in advance that this person will compensate me, at the rate of \$350/hour, for any and all time expended in response to the request for release of information plus travel time plus the cost of all legal services which I might employ to defend the confidentiality of this mediation. If requested by the Court, in cases of Court-ordered mediation, you authorize me to report to the Court who attended mediation and whether an agreement was reached.

You agree to permit me to confer with your attorneys if, in my opinion, it would assist the mediation process. You also understand and agree that, by law, when information concerning child abuse or neglect; abuse, neglect or exploitation of a disabled adult or elderly person; or the serious threatened harm to anyone comes to my attention, I must notify the appropriate authorities or potential victim, if any, and not adhere to the confidentiality restrictions.

3. **Pre-mediation Communications:** Should you choose to employ me to mediate your dispute, I will gladly discuss and clarify any information contained in this information/contract letter, or discuss any concerns regarding the *process* of mediation. Also, as discussed in #5 below, I will discuss any concerns regarding safety or potential abuse issues with either party. I will not discuss with either party or either party's legal counsel any matters pertaining to the mediation itself, nor any particulars of the dispute itself. This ensures my neutrality and avoids the perception of bias on my part.

4. **Voluntary Participation:** Your participation in this mediation is entirely voluntary, and you may discontinue mediation at any time. It is recommended that any dissatisfaction with the mediation process be discussed as soon as it arises, so that we may attempt to resolve any problems or concerns, whenever possible.

5. **Safety:** You agree that if there has been any violence or abuse in your relationship which may limit your ability to effectively participate in mediation or raise any safety concerns, you will report this to me. You may inform me either directly during a mediation session, or confidentially in a private session or via telephone or email (bkerrybrown@iuno.com). If this issue arises, we will then discuss whether mediation can proceed and develop an appropriate plan of action. You also agree to notify your respective attorneys of any concerns you may have in this regard.

6. Separate Sessions: During mediation, I may request to meet separately with one or more persons while others are not present. As well, one or both of you may feel more comfortable mediating in separate conferences, called a "caucus". You agree to inform me before mediation begins, or at any point during the mediation, of your desire for a caucus format. During such, all discussions within that session will be considered confidential (to the extent provided in this agreement and by and applicable laws and rules), and I will not disclose these communications to others absent from the caucus without the permission of those present during the separate session.

7. Independent Legal Counsel: It is not uncommon for participants of mediation to consult with an attorney before signing a mediation agreement and/or to have in attendance at mediation their own attorney. You are invited to avail yourselves of legal counsel if you so desire. Each of you understands your right to retain separate attorneys of your own choosing to advise you of your legal rights and responsibilities prior to signing a mediated agreement. You are encouraged to talk openly with your attorneys throughout the entire mediation process. If you wish, your attorneys may participate in the mediation conference(s). You understand that, as a mediator, I will not provide any legal services or advice.

Please complete the following in regards to participation of attorneys:

Participant name

Will your attorney be present at mediation? Yes No

Attorney Name

Phone Number

Attorney Address

Participant name

Will your attorney be present at mediation? Yes No

Attorney Name

Phone Number

Attorney Address

8. Full Disclosure: Each of you pledges to fully disclose all relevant information. If you have any reason to doubt the honesty, accuracy or completeness of the other's disclosure of any relevant information, it is agreed that you will inform me and your attorney as soon as such concern arises. Florida law requires the completion of a Financial Affidavit by each party in a divorce proceeding. Please make arrangements to complete the proper form and bring with you along with all other relevant information should you choose to employ my services.

9. Guidelines: For cases involving child support, Florida law provides specific guidelines for determining child support obligations. As there can be some variation in calculating these amounts, you each agree to verify these calculations with your respective attorneys. Should either of you find these calculations to be incorrect, you agree to notify me and one another as soon as this arises.

10. Special Accommodations: You agree to inform me if special accommodations are required to engage in the mediation process. Such accommodations may include, but are not limited to, wheelchair access, foreign language interpretation, sign language interpretation, special medical or medication concerns which may limit length of sessions, psychiatric disorders or considerations, or any unforeseen or extraordinary conditions. You agree to pay for the provision of such services, if requested and if costs are applicable, or to provide such

services or accommodations yourself, if desired. I reserve the right to decline my services as a mediator if, after consideration of special requests, such is not feasible or within the scope of practical accommodation.

11. **Written Summary:** If you reach agreement, I will prepare a written memorandum of understanding which can be submitted to your separate attorneys, if any, for review. You each agree that any final negotiated settlement will only be agreed to voluntarily by each of you after consulting with your attorneys, if any, and agree that the mediator will not be held liable in any way for the terms of any final agreement. Unless provided otherwise in the agreement, you agree that all signed agreements will not be considered confidential.

12. **Fees:** My fee for mediation services is two hundred dollars (\$200) per hour, payable via cash, check, money order or credit card. This rate shall apply to my time involved in preparation, conferences, writing memorandums, consulting with advisory counsel or any other time, including travel, spent on your behalf. Typically, a minimum of three (3) hours is required to successfully complete a mediation and compile an accurate written document. As such, a **deposit of \$600.00 is required** before a three-hour time is set aside for you. This deposit can be paid by including a check with this signed agreement, calling my office and making a credit card payment, or personally delivering a cash deposit to my office. If less time is required, you will receive a refund at the conclusion of the mediation. If more time is required, you agree to pay me at the end of each session for all amounts currently due. This includes any and all anticipated work, such as writing your agreement, which I will perform prior to any subsequent mediation session. My full fee for the actual time reserved will be charged for all sessions which are not cancelled or rescheduled at least 24 hours in advance. Each of you agrees to share in the payment for mediation services according to the following percentages:

Name: _____ Percentage of Fee: _____ %

Name: _____ Percentage of Fee: _____ %

If this letter accurately reflects your agreement to mediate, please sign your names in the space indicated below, and return this letter in the enclosed envelope. You may include a personal or cashiers check, or call my office to make a credit card payment or other arrangements. When your signed agreement and deposit is received, you will be contacted to set up a mutually agreeable mediation time. I look forward to meeting and working with you both.

Sincerely,



B. Kerry Brown, LCSW, MSW, CBA
Certified Family Mediator

Participant Name (Please print legibly)

___/___/___
DATE

Participant Signature

(_____) _____
Contact Phone Number

Participant Name (Please print legibly)

___/___/___
DATE

Participant Signature

(_____) _____
Contact Phone Number