Vendetti Wellness Group

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 **Mediation**

Licensed Mental Health Professional

 **Mediation Participation Agreement**

Welcome to the Family Mediation services of Vendetti Wellness Group. My name is Lisa Vendetti and I look forward to our work together. This document, the participation agreement, contains important information about my professional Family Mediation services and business policies. This agreement constitutes a contract between us. By signing it, you have given me permission to serve as your Family Mediator and provide the associated services to you. Please read this document carefully and raise any questions you may have before you sign it. As part of this process, you have been given information about my background, experience and qualifications.

**Family Mediation**

In choosing Family Mediation, you are choosing a method that will enable you to plan for your own future. A family mediator can help you accomplish your goals in a focused, thoughtful, and creative way. It also give you control, rather than a judge or a court.   In choosing mediation as opposed to litigation, your family situation remains private. Family mediators offer a private and confidential method in which you can decide and plan for your family's future.  With the assistance of a family mediator, the clients are empowered and encouraged to present their concerns to each other face-to-face and any power imbalances between clients can be addressed in a delicate but direct manner. Through family mediation, clients reduce the expenses and stress of court proceedings, and reduce the emotional toll of conflict. In divorce mediation and other family mediations the clients benefit greatly by preserving the possibility of ongoing relationships in the future, if they so choose or end relationships in a more amicable way with dignity and integrity.

When children are involved, the process of family mediation involves mutual decision making by the parents instead of high conflict and court ordered solutions. This shields the children from the corrosiveness and bitterness that often spills over to them when the Courts and litigation are involved. Family mediation in this way strongly promotes and fosters the well-being of the children.

There are critical qualities of mediation that are required to be consistent during your mediation process

**Voluntary**- Each client state their good faith intentions to complete their mediation by way of an agreement. However, both understand that any client may withdraw from or suspend the mediation at any time, for any reason. The mediator may suspend or terminate the mediation if she feels that the mediation will lead to an unjust or unreasonable result, if the mediator feels that an impasse has been reached, or if the mediator determines that she can no longer effectively perform his/her facilitative role.

**Collaborative**- Clients work together on their shared problem, resolving their conflict through their perceived fairest and most constructive agreement. The Mediator acts to facilitate communications for what you perceive to be your fairest and most constructive agreement possible

**Fair and Informed**- Mediation utilizes standards of fairness which include recognized objective standards and principles of fair play, full disclosure, fully-informed decision making, opinions of mutually-agreed-upon experts(accountants, appraisers, pension evaluators, child development specialists, career planning specialists, and legal counsel) and the full and equal participation of all clients of the mediation. The mediation process provides a full opportunity to obtain and incorporate legal and other expert information and advice. Additionally, each client agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other client of the mediation if the mediator determines that the disclosure is relevant to the mediation discussions.

**Confidential**- Mediation is confidential by contract, rules of evidence or privilege. \*Please see the additional section on confidentiality below\*

**Impartial and Safe**- The mediator has equal responsibility to each mediating client and cannot favor the interests of any one client over another. Clients are assisted to feel comfortable and confident in their agreement-reaching discussions. The clients understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any client over another in the mediation or in any court or other proceeding. The clients agree that the mediator may discuss the parties' mediation process with any attorney any client may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all clients directly. The mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a clients’ request. The mediator may communicate separately with any mediating client, in which case such "caucus" shall be confidential between the mediator and the individual mediating client unless they agree otherwise. The clients agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.

**Self-Responsible, Satisfying, Creative**- People support what they help to create and client satisfaction, compliance and self-esteem are usually elevated. The mediation process is flexible; mediated agreements are personal, customized and creative. Mediation is the beginning of a new relationship that is respectful, solidly based, and future-focused.

**\*Client Confidentiality and Client Safety**

Should either client decide to withdraw from the Mediation process, all materials, including all content (both written and oral) of all Mediation meetings and communication with or between any member of the Mediation team will remain confidential and may not be used in any court proceedings. In my role as Mediator, the confidentiality of communication between me and my clients is important, and in general, is protected by law. Subject to legal exceptions, information given in our meetings will not be shared with anyone without your written permission.

In most legal proceedings, a client may assert the Provider-Client privilege to protect information about his or her consultation. However, certain court proceedings or other legal activity may limit a mental health professional the ability to maintain confidentiality. If you are involved in a legal proceeding, please speak with your attorney about the limits of confidentiality.

The following outlines some of the circumstances when Massachusetts law allows or requires a mental health professional to breach a client’s confidentiality and take specific action:

\*These situations are unusual in my practice. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure of information to what is necessary.

If I have reasonable cause to believe that a child has been subject to abuse, the law requires that I must report it to the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.

If I have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the client or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.

If a client communicates a threat, or if I believe the client presents a threat of imminent serious physical violence against a readily identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

If I believe the client presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions. These actions may include contacting the police or others who could assist in protecting the client or seeking hospitalization for the client.

The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. Be assured that confidentiality laws exist to protect your privacy. The exceptions listed are, indeed, exceptions to the more usual communications that take place in a mental health professional-client relationship. It is important that you feel comfortable and safe in this environment and able to share whatever you need to in the service of my helping you. The protection of that environment is of paramount importance to me in our work together.

**My Professional Commitment**

During the initial consultation, we will discuss how I conduct my Mediation process and service delivery. If at any time during the Mediation process, you have any questions about the services being provided, please ask for clarification. Your initial impressions about the plan, suggested procedures and goals, and your feelings about whether you are comfortable working with me, are all an important part of the process and are essential to a successful client-mediator relationship. If at any time I think that you may benefit from collateral work with other professionals, I will discuss this with you, and, if needed, will provide you with the names of appropriate professionals.

**Emergency Situations**

Although I check my email and voicemail often, I may not be available for immediate emergencies. If you require this type of professional support, please let me know and I will refer you to other mental health professionals who can offer you this service. If a situation should arise in which you believe you need immediate help, I suggest you call your primary care physician or the local emergency room. You can also call 911.

**Professional Fees**

My Mediation fee is $140 per hour. This fee is applied to the time spent on your behalf, weather it is with you individually or together. Examples of other professional time for which you will be billed (prorated at the hourly fee) include telephone calls, research issues, document preparation, document review, correspondence(including email) and do such other things as may be reasonably necessary to facilitate the clients’ reaching full agreement. \*Travel time will be billed at half of the hourly fee\*

Payments are requested at the time of meeting. Cash, check (made out to Vendetti Wellness Group) or credit card are accepted forms of payment. Any other professional time spent on your behalf will be billed monthly, unless another arrangement is agreed upon in writing. Payment of such fees and expenses is due to the mediator no later than 15 days following the date of such billing, unless otherwise agreed in writing.

The clients are equally responsible and liable for any Mediation fees and expenses and it is understood that the mediator shall be reimbursed for all expenses incurred as a part of the mediation process. All payments are due prior to the release of the final drafted document.

**Cancellation Policy:** I ask for 48 business hour notice (9am-5pm Monday-Friday) (For a Monday appointment, I ask that I receive notice by Thursday at 5pm) to cancel or postpone an appointment in order to avoid a full fee charged for the total time of that meeting. When an appointment is scheduled for two clients to meet with me together, and one client cancels with less than 48 hour notice, **that client** is the client who is asked to pay the fee for the missed session.

**Limitations**

While the Mediation process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, it offers a positive method toward a healthier and cooperative solution to marital dissolution. For clients with children, it assists them towards a positive and healthy co-parenting relationship.

**I have read the entire contents of this document, understand the content and agree to its terms**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Mediator Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_