INNOVATIVE ALTERNATIVES, INC.
CONSENT FOR MEDIATION SERVICES

The Mediation & Parenting Planning Processes

Thank you for your interest in Mediation. Our goal is to help people resolve conflicts in a cooperative rather than adversarial manner. We work with and for all the people in a dispute to help them find a mutually satisfactory agreement.

Mediation is an informal process in which one or two mediators meet with all of the people involved in the conflict to help them arrive at a voluntary agreement of their differences.

This is to confirm ______________________ & ______________________ ’s (print client names) voluntary consent to participate in Mediation services for:

____ Divorce Mediation
____ Development of a Parenting Plan if children exist in the marriage being dissolved.
____ Custody Modifications post-divorce
____ Family Reconciliation can be the focus of mediation or an optional phase of mediation prior to undertaking divorce mediation. (If you are unsure if a spouse may wish to attempt reconciliation or have not yet made this decision yourself, it can be initiated at a later time, after the screening session if you opt for it after full discussion.)
____ Family Intervention (is the same process as Family Reconciliation, but always uses co-mediators, one of whom is also a seasoned psychotherapist who can step into and remain in that role to identify or confirm suspected mental health issues and assist in mediating development of treatment options, which if left unaddressed will otherwise prevent any reconciliation attempts from succeeding. The other Mediator remains neutral in facilitating negotiations and the psychotherapist mediator remains in a consultant role to the parties. It will be explained how this occurs in your screening session.)

Mediator Choice – IA employs several mediators and does its best to match the best qualifications for your circumstances. The qualifications of the Mediator/Parenting Coordinator have been presented to my satisfaction. If you find that any Mediator is not a good match for your situation, please request another without worry of impact to the mediator or your case (unless it is far enough along that repetition is required to pick up service by any new mediator in a solo mediation replacement). IA almost always uses a co-mediators model, so if one person is not performing to your satisfaction, the other can mediate solo or invite someone new to step in—which is at the mediator’s discretion.

Process Procedures – I understand that Innovative Alternatives, Inc. uses most aspects of ‘Conference and Transformational Mediation’ (keeping people together in the same room and facilitating their discussions for resolution of conflicts and a subsequent transformation in the relationship) as its process model for all types of mediation. However, either party may request ‘Caucus-style’ mediation (separating people in different rooms with the mediator going between until agreement is reached) or the mediators may opt for it if the need arises for any reason. The goal of the mediation process is to assist people in resolving conflicts in a cooperative rather than adversarial manner. In divorces or parenting plans, we are also looking for the best interests of their child(ren) and to find mutually satisfactory agreements which make collaboration in parenting as comfortable as possible for the parents and child(ren) in the future.

Voluntary Process – Mediation is a voluntary process, therefore, you are able to quit the process at any time, but agree to let the mediators and the other party or parties know what is not working for you about the process. No party to mediation is required to come to an agreement and sometimes partial agreements are formed, though the goal is to find win-win agreements for all concerned.
I understand that this is a voluntary process for all parties (unless a Parenting Coordinator has been ordered by the court in a high conflict case or for other reasons that are also in the best interests of the children) and that the other party or parties involved in this case must also give their consent and must be able and willing to act in good faith before any mediation can take place. I am aware that in agreeing to participate, I am not necessarily making a commitment to arrive at an agreement, nor can a Mediator or Parenting Coordinator guarantee a specific outcome. I understand that agreements are only signed if all parties concerned are satisfied with the fairness of the terms, and that agreements have the approval of our attorneys, if applicable. I understand that Mediators or Parenting Coordinators can make no guarantee regarding fulfillment of agreements, but can assist with further mediation if requested to do so in the future to resolve any problems that might arise with our agreement.

The process for Mediation and/or Parenting Plan development has been explained to my satisfaction. I understand the benefits of the process and that there are steps taken to minimize any personal risk to myself—including separating me from another party in different rooms if I let the mediators know during my individual screening session that my safety is potentially at risk or the mediators deem it necessary due to high conflict during mediation. I agree to abide by the ground rules as explained by the Mediator in my screening session. I am aware that any of the parties—including the Mediator may withdraw from the process at any time if it is clearly no longer in the best interests of all involved to proceed.

Confidentiality Considerations

For negotiations to take place openly and honestly, both parties must be assured of confidentiality, except as limited by law (e.g., regarding threats to self or other’s future well-being which will automatically be reported). I hereby agree NOT to have the Mediator served with a subpoena to appear in court with regard to any information attained in this process, related meetings or communications via phone or email. I understand the Mediator(s) and Innovative Alternatives, Inc. will fight the subpoena legally, based on protection of Mediation and Parenting Coordination as confidential processes under the Alternative Dispute Resolution Act and the Family Code on Parenting Plans §153. I agree that I am responsible for any legal fees incurred by Innovative Alternatives, Inc. or any employees of this agency resulting from attempts to violate this confidentiality.

Our Commitment to Confidentiality – Confidentiality is an important aspect of the mediation process. The Mediation Program staff has the duty of protecting the integrity and confidentiality of the mediation process which commences with the first communication to the Intake Coordinator—even if you originally called for counseling, but opted for mediation service at a later time. Confidentiality is continuous in nature, and does not terminate upon the conclusion of the mediation. As such, all staff of the Mediation Program commit:

- To maintain the confidentiality in the storage and disposal of any records for five years post-mediation. Your mediation records can only be sent to a third party if both or all parties to the mediation sign ‘Release of Information’ forms.
- Not to reveal information made available in the mediation process.
- Not to disclose to the other party, any information given in confidence without permission.

We are however, required to divulge information to appropriate civil authorities if there is a clear indication that someone might otherwise be harmed.

Your Commitment to Confidentiality – You too must agree not to discuss mediation communications with people who do not have a necessary interest in the mediation process unless you and any other party or parties to the mediation actually write a specific agreement to disclose information and state which specific information shall be disclosed, as well as to whom it will be disclosed. You must treat all dealings with us in regard to this dispute as confidential settlement negotiations, which means they are not admissible in a court of law, or for legal discovery. Furthermore, you must agree that you will not try to force any mediator to divulge any information acquired during mediation or to testify in a legal proceeding related to this dispute. If either party sends a subpoena to the Mediator(s), the client whose attorney initiated the subpoena agrees to an automatic $1,500 fee. Even if the judge immediately dismisses the testimony, based upon the Alternative Dispute Resolution Act, this flat fee will apply for preparation, travel and replacement of lost time in service to other clients, simply by virtue of the necessary appearance in court. You also agree that nonpayment of this fee is permission to submit this debt to a collection agency and this collection agency’s fees will be added to the fees owed to Innovative Alternatives, Inc.
Permission to Disclose: If both or all parties to mediation give the mediators permission to testify in court, the fee is charged by the hour for preparation, travel, waiting to testify, consultation associated with testimony, whether with clients, client attorneys or the mediator’s legal consultant at $125/hour and a $1,000 retainer is required before the date of testimony. If the full retainer is not used with billable hours, the balance is refunded, but conversely, signing this consent is your agreement to pay any overage amount subsequent to testimony. Disclosure associated with complaints against mediators to credentialing associations is discussed below.

Complaints Against Mediators: All Mediators of Innovative Alternatives, Inc. (IA) submit to the ethical standards (or higher) of: The Texas Mediator Credentialing Association. If you have a complaint against a mediator of this agency, we ask that you follow this complaint procedure:

- If the request for a new mediator is based on more than match preference, please request another mediator from the President/CEO of IA and let us know (preferably in writing) what you felt this mediator did which was unacceptable to you so we can require more coaching or training of the mediator and prevent future issues of the same sort.
- If this action is still not satisfactory, you may submit your complaint to the Board of Directors of IA. Address your complaint to the Chair of the Board of Directors. The current Chair can be found by calling our office or on our website at: http://www.innovativealternatives.org/staff-directory.asp#volunteers.
- If still not satisfied with the agency’s response to your concerns, or if you feel a grievance is so serious that the credentialing agency for Texas must also be notified, please write to:

  The Texas Mediator Credentialing Association
  Go to the ‘Contact Us’ link http://www.txmca.org/contact.htm of the TMCA website for current physical and email addresses. Grievance Forms for submission may be found at: http://www.txmca.org/grievance.htm

Please note that in order to consider a complaint against a mediator, TMCA and the Mediator in question must have permission of all the parties to a particular mediation, to disclose the content of the mediation or the complaint cannot be adequately investigated. You therefore agree, by signing this consent form that if a complaint is filed against any mediator of IA, that they have your permission to answer the complaint with disclosure of information associated with your mediation, as requested by TMCA. If your complaint is solely associated with procedures, we will do our best to keep responses contained to this information, but cannot deny information requested by TMCA.

Complaints against any staff who are not mediators or against mediators when the complaint has nothing to do with their mediation skill or ability should only be directed to Sharon Bayus, the President & CEO of IA at either 713-222-2525 or at this email address: ed@innovativealternatives.org or the Board of Directors if the complaint is against her.

No Professional Representation – During the Mediation, the Mediators must remain neutral and cannot act in any other role. Regardless of other degrees, licenses, training, expertise, or job responsibilities, Mediators and Parenting Coordinators will only provide mediation and/or parenting coordination services. They will not provide any kind of legal advice, psychotherapy, advocacy, or professional services of types other than mediation to the parties while your case is open. The only exception to the latter is in Family Intervention Mediation processes in which you have chosen to have co-mediators, one of which is also a psychotherapist who can step into the diagnostic/therapeutic role while a co-mediator (regardless of training) stays in the neutral mediator role; in order to assist couples or families in negotiating treatment plans to save relationships. There are often cases in which relationships cannot be saved without appropriate diagnostic and treatment plans because certain diagnoses actually prevent someone from acting in good faith even if they desire or intend to do so.

Parenting Plans in Divorces Involving Children

Innovative Alternatives, Inc. has always required the development of Parenting Plans and Norms for the subsequent relationship following divorce since our inception in 1989. In 2005, the Texas Legislature updated its child custody and visitation laws by, among other things, requiring parenting plans. Parenting plans essentially replace (or supplement) the Standard Possession Order and the terms previously associated with child custody and child visitation in Texas.

Parenting plans spell out the legal obligations, responsibilities, rights, and duties of a child’s parents. According to the Texas Family Code, the parenting plan must:
• set out the rights and duties of the parent(s) or person(s) acting as parent(s) to the child
• spell out who will have possession of and access to the child at what times, either by adoption the Standard Possession Order or by amending that order as the parents agree or as the court finds is in the best interests of the child
• provide for child support, and
• optimize the development of a close ongoing relationship between each parent and the child. (Taken from http://www.divorcenet.com/states/texas/texas_parenting_plans) This agency refers to these as ‘Parenting Norms’

Payment Agreements

I agree to pay all fees for services incurred by the Mediator(s)/Parenting Coordinator(s) in the course of service provision, such as time for consultation with other professionals, email or phone consultation, editing the final agreement, etc. Clients are free to consult their own attorneys at any time during mediation if they have engaged an attorney prior to the start of mediation. However, if clients do not have representation and legal consultation service is needed to answer client questions during mediation, I agree that it is most appropriate for the Mediator(s)/Parenting Coordinator(s) to consult legal counsel of her/their choosing who is completely unconnected to this case. Signing this agreement serves as a release for such consultation, but the Mediator/Parenting Coordinator will inform me if they feel it is necessary to secure such a consult before doing so.

I agree to make fee payment at the time service is rendered, with the exception of telephone or email contacts which are prorated at the regular hourly fee and must be paid at or before the next meeting following the contact. Payment for reports shall be made prior to forwarding the reports to any client or third party for review—including client attorneys or a court for which permission for release of information has been made. I agree to pay for services rendered regardless of the outcome or fulfillment of any agreement by other parties.

I commit to enter this mediation process and to negotiate in good faith to the best of my ability. If you have any questions about these terms, please discuss them with your Mediator during the screening session, as services cannot begin without your agreement. If these terms are acceptable to you, please sign below.

____________________________________  ______________________
Signature                                  Date

____________________________________  ______________________
Signature                                  Date

Witness or Mediator/Parenting Coordinator Signature  Date