

KEITH BRITANY, LMFT

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This is an agreement between _____ (the Client) and
Keith Britany, LMFT (the Mediator).

The primary responsibility of a Mediator is to serve as a Facilitator in this process and to provide open, transparent communication between the participants, where each participant has the opportunity to be heard and understood by all participating members. The Mediator will be neutral, with a commitment to the process, rather than any party or side.

The goal of Mediation is to support clients by informing and educating them regarding this unique, non-adversarial practice involving participants and team members.

1. **The Mediator** will adhere to mediation principles identified in this agreement. *These includes the following:*
 - a. The Mediator will utilize a family centered approach in working with all participants.
 - b. The Mediator has a commitment to maintain a neutral position that allows all participants to have input into the process.
 - c. The Mediator commits to creating and safeguarding a process that supports all participants to resolve any conflicts in a safe and respectful manner.
Specifically, the Mediator is committed to:
 - Transparency of the process
 - Full disclosure
 - No court involvement or threat of court involvement
 - Client self-determination
2. **Transparency of the Process:** It is understood that open and honest communications are essential in this planning process. In this regard, the following shall apply:
 - a. Information given to the Mediator may be made available to all participants in the process.
 - At the time a Client retains the Mediator that client will give written, formal consent to discuss issues relevant to the case with any other mediation team members.

- b. If a Client shares information with the Mediator that is material to the issue, then such information will be shared with the rest of the team, or the Mediator will be forced to withdraw.
- c. Clients/participants agree to sign a Consent to Share Information Agreement with all the involved team members.

3. No Court Involvement:

In signing this document, the parties agree that all written and oral communications, negotiations and statements made in the course of the family facilitation are governed by the Mediation Agreement the participants sign.

4. The Mediator does not offer legal advice nor provide legal counsel. We advise that the Client (Settlor(s)) retain his/her own lawyer in order to be properly counseled about his/her legal interests, rights, and obligations.

5. All participants agree to fully participate in this process.

- a. Including meeting with the Mediator individually to begin the process and as necessary to keep the process moving forward.
- b. Attending scheduled meetings and participating in those meetings.
- c. Providing the individual's goals and interests for the process.

6. Fees:

The Client understands that the Mediator will charge the Client **\$300** per hour for the following services:

- a. Travel time.
- b. Meetings.
- c. Notes from the meetings if written by the Communication Coach.
- d. Extended phone conversations (longer than 10 minutes) with other team members or participants.
- e. Email as determined necessary by the Communication Coach.

8. Fee Disputes:

In the event that there is any disagreement between you and your Mediator concerning legal fees or costs, you and your Mediator agree to submit such dispute to neutral mediation under the Code of Civil Procedure of the State of California. The prevailing party shall be entitled to reasonable lawyer's fees incurred in enforcing any mediation award or engaging in any court proceeding.

Should the Mediation not succeed, and you decide to pursue litigation and want your Mediator professional to testify, we require written authorization from each party to the Mediation waiving privilege to confidentiality under Evidence Code 1119 as well as a subpoena in order for your Mediator to provide information to the court. All fees incurred (to include preparation and travel time) as a result of this action will be billed at the standard hourly rate of **\$500** to the party requesting documents and/or testimony.

9. Confidentiality:

- Your Mediator has a confidential relationship with each of you and will not reveal to third parties any of your communications, written or oral.
- Should your Mediator decide to have a separate caucus meeting or phone or e-mail communication with one of you, any information shared in that communication that is material to the mediation, it will be shared with the other party(ies).
- Your confidentiality is an important part of any the Mediation and is protected under the California Evidence Code Sections 1115-1128. It means that:
Nothing revealed during the Mediation, whether orally or in writing, including reports and opinions of experts solicited in the Mediation might be used in any civil action as evidence.
- Should either party elect to move from the Mediation toward a court process, all materials, including all content (both written and oral) of all sessions, remain confidential and may not be used in any court proceedings.

10. Exceptions To The Confidentiality Rule:

- Confidentiality may be waived if all of you agree and sign a consent form with your Mediator to discuss your case with another professional (i.e., lawyer or financial specialist). If a document specifically provides that it is not confidential.
- If you both sign a binding agreement prepared in the Mediation Process.
- If a court orders disclosure.
- If either of you indicates that there is a reason to believe that you are in danger of hurting yourself or another person. If there is “reasonable suspicion” that a child, elder adult (65 years and older) or dependent adult (18-64 who are disabled) is being abused, then confidentiality will be waived and a Child/Adult Protective Services report will be made.
- Should there be a fee dispute or request for fees and costs during your process.
- Should any complaint against the arise as a result of the Mediation Process subsequent to this contract, confidentiality is waived with respect to the information necessary to present or defend against such complaint.

- Confidentiality and communications: Keith Britany has advised me that cell phones, cordless phones, texting, email, Dropbox and other uses of the internet may not be secure and confidential; nevertheless, he is authorized to contact me and share information with me through these methods. All documents shared electronically will be password protected.

11.Messages:

During weekday office hours, I monitor our calls on a regular basis. My voicemail will take your message. After close of business and weekend hours, I do not have a 24-hour answering service.

12.Cancellations:

A **24-hour** advance notice of cancellation is required for individual meetings. Because appointment times are reserved exclusively for you, you will be charged full fee for a late cancellation or missed appointment without appropriate advanced notice.

13.Election To Terminate:

If either party decides that the Mediation process is no longer viable and elects to terminate the status of the case as a Mediation matter, he/she agrees to, in writing, immediately inform the other party/parties, their respective counselors and attorneys. All team members, including lawyers, child specialist, financial specialist or other jointly retained professionals involved in the Mediation case may withdraw from the case in the event that the Mediation process is terminated. Keith Britany reserves the right to withdraw from the case In the event of a termination; all incurred fees are due and payable.

14.Limitations:

While the Mediation Process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method toward a cooperative solution. For families it may serve to maintain their familial relationships after the process is concluded.

15.NOTICE TO CLIENTS

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists , clinical social workers, or professional clinical counselors) . You may contact the board online at www.bbs.ca.gov, or by calling

(916) 574-7830.

16. **Mediation Agreement** **

- 1) Participation in dispute resolution proceedings is voluntary and consensual. Any party directly involved in the mediation, or the mediator him / herself, may discontinue the mediation at any time for any reason.
- 2) Mediation begins with the first contact between a mediator and a party and may be conducted in person, over the phone, using shuttle diplomacy, or by any other means of facilitating communication and understanding between the parties, including fax, written correspondence, or e-mail.
- 3) All communications with a mediator are confidential unless expressly agreed to otherwise in writing or stated as an exception in the Confidentiality Agreement. (Please refer to the Confidentiality Agreement.) Mediators within the process will not willingly testify in any proceeding, criminal or otherwise, on any a party's behalf or to any party's detriment.
- 4) Enforcement of the Confidentiality Agreement, or of any Mediated Agreement reached between the parties, shall be the sole responsibility of the parties themselves. The mediators shall be held harmless and indemnified for any breach of confidentiality or agreement arising between the parties.
- 5) Parties have the right to the presence of an attorney during the mediation process. However, parties do not have the right to bring witnesses or individuals for the purpose of support. Any party desiring to do so must consult with the mediator prior to the scheduled mediation. Moreover, the mediator must be made aware of every party intending to be present during the mediated session.
- 6) No party shall use the forum of mediation to accomplish the service of a summons, subpoena, or any other legal document / procedure unless the parties have expressly agreed otherwise in writing prior to the scheduled mediation.
- 7) The process encourages and models a broad spectrum of dispute resolution techniques. All effective means of facilitating dialogue and resolution are acceptable. The process gauges and evaluates the type of process warranted, in part, on the basis of the parties' requests, expectations, and beliefs.
- 8) Mediations will not knowingly and willfully participate in a mediation or agreement the aim or purpose of which is to accomplish a criminal endeavor.
- 9) Statements or threats of imminent / immediate bodily injury by a party to a mediator shall result in immediate discontinuation of the mediation and a report to an appropriate actor for further evaluation and / or action.
- 10) By signing below, participants to the mediation acknowledge that they have read and understand the above stated information. This acknowledgement may be signed in any number of counterparts each of which is an original, and all of

which taken together constitute one single document.

***Modified from the County of Santa Clara Office of Mediation Services 1/2019.

I have read, understand and agree to each of the provisions of this agreement.

Type or Print Name Signature of Party

Type or Print Name Signature of Party

Type or Print Name Signature of Party

Type or Print Name Signature of Party

Type or Print Name Signature of Party

Type or Print Name Signature of Mediator