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General Information and Agreement for Confidential Mediation

Mediator Background: I have been a licensed clinical social worker in private practice since 1998. I work with all age groups, couples, and families. Issues commonly encountered to my practice include transitions related to normative development and divorce, parenting and step parenting under challenging conditions and interpersonal communication, boundary development and assertiveness training. I also work with family court connected families as a co-parent counselor, parenting coach, re-connection counselor, and mediator. My background includes a 40-hour confidential mediation training program and a 40-hour private child custody recommending counselor training program.

I provide confidential mediation services because I believe a mutually beneficial solution is more likely to be found in a process that fosters cooperation and improved communication between parents.

Mediation Process:

1. This is a voluntary and collaborative problem-solving process. Parents are in mediation because they choose to be, stay because they choose to stay and sign only what they choose to sign. The authority remains with the parents. The goal is not to convince the mediator, but the other parent through educating them in a way the other parent can hear.
2. The mediator is not a judge, arbitrator or a legal representative for either party. The mediator's role is to seek to understand how each parent perceives the situation and facilitate communication with the other parent. The mediator also helps clarify the situation, options, and goals to assist parents in making the best decision possible after hearing all that each parent has to say. The mediator empowers each parent to be fully heard to facilitate progress towards resolution. The mediator also provides structure and an appropriate environment for productive problem solving. Throughout the process, the mediator will organize data collection and then draft a Memo of Understanding memorializing agreements made for parents to provide to their respective attorneys at the conclusion of the process.

Initials: _____

Ground Rules/Expectations for Mediation:

1. Speak for yourself.
2. Listen to the other parent without interrupting.
3. Listen with respect and seek to understand.
4. Exercise common courtesy.
5. Suspend legal proceedings during the mediation process.
6. Reframe from name calling, personal attacks or using other insults.
7. Provide full disclosure of relevant information.
8. Share the burden of developing data.
9. While anger and other strong emotions are fine, express them in manner that will be heard.
10. Let me know if language or conduct is offensive.
11. Parents will each have a full opportunity to be heard and control the process.
12. Mediation is not arbitration and it is not therapy.

CONFIDENTIALITY:

All communications during the mediation and mediation consultation shall remain confidential pursuant to California Evidence Code §§ 1115-1128.

Without the consent of all persons who participated in the mediation, anything said, or any document prepared during the mediation is not admissible in evidence, or subject to discovery and shall not be compelled, in any civil action, administrative adjudication or other non-criminal proceeding in which testimony can be compelled.

The parties agree not to call the mediator to testify or obtain her notes concerning the mediation or mediation consultation, for any civil action, administrative adjudication, or other proceeding.

Limitation: Some of the circumstances where disclosure is required by the law are where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled.

NOTE: Contrary to the provisions of Evidence Code §§ 1125 (a) (5), for purposes of confidentiality, the mediation will end only when one of the parties or the mediator notifies all other parties in writing that the mediation has terminated.

Consultation: I consult regularly with other professionals regarding my clients; however, neither clients' names, nor any other identifying information, are ever mentioned. My client's identity remains completely anonymous and confidentiality is fully maintained.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a voicemail message at (916) 743-1605 and your call will be returned as soon as possible. I check my messages several times each day unless I am out of town. If an emergency arises, please indicate it clearly in your message. If you need to talk to someone right away you may consider calling your family physician.

Initials _____

PAYMENTS and RETAINERS: My practice is currently online via Thera-link due to Covid-19 concerns. Payment is due upon logging in for the appointment unless other arrangements have been made. Each 50-minute session will be billed at the rate of \$185.00 per session. Clients also agree to pay and maintain a retainer in the amount of \$370.00. The retainer will be used to cover costs described below and may also be used to draft the Memo of Understanding at the conclusion of our process. Unused retainers shall be returned when our process is complete.

PHONE & EMAILS: Phone calls requiring more than five (5) minutes and emails including any information other than scheduling an appointment shall cost the client the same hourly rate as a counseling session for the time required to print and read the emails.

Dual Relationships: Confidential mediation never involves sexual or business relationships or any other dual relationship that impairs the Mediator’s objectivity, judgment, and effectiveness or can be exploitative in nature.

CANCELLATION: If your appointment must be canceled, a minimum of **24 hours** prior notice is expected to avoid being charged for that session. If one parent cancels the session in less than 24 hours, that parent will be responsible for the entire cost of the missed session. You will also be charged if you “No Show” for your scheduled time. Retainers can be used to cover these costs.

I have read the above General Information and Agreement for Confidential Mediation carefully; I understand them and agree to comply with them.

Client Name (print)

Date

Signature

Laurie Nickel Supkoff, LCSW

Date

Signature