

# Mediation Intake

Christian Counseling Center of Wichita, Inc.  
333 S. Greenwood St, Wichita KS 67211 \* 4290 N. Monroe, Hutchinson KS 67502

Date \_\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_ SSN \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home phone/cell phone \_\_\_\_\_/\_\_\_\_\_

Mediation issue being addressed: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

I am court-ordered (please circle one):    Yes                    No

I was referred by:

Agency \_\_\_\_\_

Individual \_\_\_\_\_

I will need information regarding this mediation to be released to the following individual/agency:

Agency \_\_\_\_\_

Individual \_\_\_\_\_

Fax number \_\_\_\_\_

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I understand that I am responsible for ½ of the \$150.00 per session fee and agree to pay at time of service. If applicable, I authorize the Christian Counseling Center to release information about my mediation to the above-named agency and/or individual. I understand no documentation will be released if fee is not paid.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

## **AGREEMENT TO MEDIATE**

We, the participants in this mediation, agree to the following rules of conduct that will guide our treatment of each other during this mediation, during the process of working on an agreement, and in any dealings we might have with each other in the future.

- a) We will take an active part in the mediation process and respect and follow the rules spelled out in this agreement. These rules have been discussed and each of us has had the opportunity to ask questions about their application.
- b) We agree to fully disclose all relevant information requested by the mediator and by the other party to this mediation and will do so in a prompt and cooperative manner.
- c) We understand we can consider each point of agreement, and, if desired, can discuss the proposed terms of our agreement with an advisor (friend, attorney, preacher, social worker) prior to signing the agreement. We understand that the mediator, even if an attorney, will not act as an attorney for either of us during this mediation. The mediator will not give either of us legal advice.
- d) We agree to keep private our conversations in this mediation
- e) We understand that the mediator, Mark Glover, comes into this mediation as a neutral third person whose only function is to assist us in reaching an agreement.
- f) We understand that, unless specified in our final agreement, the mediator will not disclose any information about this mediation to anyone - including supervisors, attorneys, judges, friends, and family members. However, we understand that if threats of harm to another or oneself are made during this mediation, the mediator is obligated to inform specific people who can protect against and/or intervene in the threatened action.
- g) We understand that the mediator is a neutral, fair person who has no interest in designing the specific terms of the agreement we hope to reach, who shall guide us through the process of mediation, help us discuss issues that we might find difficult to discuss, help us, if necessary, generate options for resolution, and put any agreement in writing. The mediator will not make any decisions about our agreement and will not act in the capacity of a judge, attorney, or counselor during the process of this mediation.
- h) We agree that we will not contact the mediator outside of this mediation meeting.
- i) We understand that the mediator will decline any future opportunities to facilitate mediation sessions in which one of us is a participant, unless we both return to mediation on an issue directly related to the issues now being mediated.
- j) We understand that any one of us, including the mediator, can terminate this mediation at any time. The mediator will terminate the mediation when it is believed that: (1) continuation is likely to cause harm or prejudice to one or both of the parties; (2) the ability to participate meaningfully in mediation is compromised and the likelihood of reaching a fair agreement is jeopardized; (3) a conflict of interest on the part of the mediator is discovered during the course of the mediation; (4) it becomes clear that an agreement, even though the participants came together in good faith and worked hard to reach agreement, will not be achieved in mediation.
- k) We understand that there are costs to us for this mediation and that each - is responsible for the mediation costs. We also understand that - and its agents have no rights to information about the content and process of this mediation.

Our signatures below indicate that we have each read this Agreement to Mediate, have sought and received clarification on any and all parts of this Agreement to Mediate, and now enter into this Agreement to Mediate with a sincere intent to resolve the issues between us with honesty, respect, and in good faith.

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Participant Signature/Date

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Participant Signature/Date

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Mediator Signature/Date

## MEDIATION SERVICES PAYMENT POLICY

**Clients: Please read this, sign it, and return it before your first appointment.** These fee policies apply to all voluntary and court ordered mediation cases.

### **Scheduling Appointments:**

- Initial appointments are scheduled by the office.

### **Cancellations:**

- Cancellations must be made by both parties in the dispute at least 48 hours in advance during the business week.
- Each party in the case is personally responsible for a cancellation and will be charged the full fee for the time held if the cancellation is not made as described above. This policy also applies to cancellations because of settlement prior to mediation.

### **Payment of Fees:**

- Fees are divided equally between the parties unless a court order specifies a different division.
- Mediation may not be provided without an initial fee payment by both parties. Fees are due prior to the first session and on the date of service for subsequent sessions. Agreements, impasse notices and/or reports will not be released without full payment of fees.
- Partially subsidized fees are available to parties to qualify by income. Income tax returns and current pay stubs are required as proof of income.

Accounts in arrears will be sent to a collections agency or to a private attorney for action, and the court may grant judgments.

**I have read the above procedures and agree to abide by them.**

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Signature

Date

## MEDIATION

Mediation is a process during which disputing parties meet with a neutral third party to gather information, discuss issues and attempt to reach agreement. Those agreements are prepared for your signature. The following procedures are used for mediation at the Christian Counseling Center. Your signature will indicate awareness of and consent to these procedures.

- 1) Mediation counseling can be initiated by court order in a new case or by agreed order if clients are returning. Mediation continues until the parties are released from the court order after agreements or recommendations are made.
- 2) Mediation is a confidential process. The mediator will explore information in joint sessions with the parties involved. The mediator cannot be subpoenaed.
- 3) The mediator may be required by Kansas law and professional ethics to report information regarding child abuse and, in some cases, intent to commit crimes.
- 4) The parents must agree to sign releases to persons having information that will help the mediator understand the situation and/or assist in the process (i.e. an attorney, teacher, therapist, etc.).
- 5) Discussion of a dispute can end in several ways. Complete agreement can be reached, partial agreement can be reached or no agreement can be reached (impasse). The counselor will prepare any agreements for your signature. If you wish to have an attorney review the agreement that must occur before the signing deadline. The signed agreements must be journalized by your attorneys in order to become legally enforceable.  
When a partial agreement is reached, only the settled issues will be prepared for signatures. Remaining issues may require the mediator to request more information from the parties before the recommendation report, or a report may be prepared with the information at hand.
- 6) Fees are to be prepaid for the first meeting, then as they are incurred thereafter.
- 7) If mediation is ordered and scheduling difficulties prevent completion before the review date, a continuance may be required. The mediator will report any delays due to not keeping appointments, paying the required fees, or failures to provide information in a timely manner.

Please bring this consent with you to your first appointment or mail it to:

**Christian Counseling Center of Wichita  
333 S. Greenwood  
Wichita KS 67211**

The goal of mediation is to help your family resolve conflicts in a way which meets the needs of the children, and as many of your needs as possible.

**I have read the above procedures and agree to abide by them.**

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Signature

Date