

## Mediation

Mediation is directed at resolving issues regarding the on-going care and management of children following parental separation or divorce such that a parenting plan is developed or specific issues are resolved. It is the parenting plan that sets out the residential arrangements and well as roles, responsibilities and approaches for the care of the children. In mediation, parents retain control of the development outcome of the parenting plan.

The role of the mediator is to facilitate discussion, help generate options and educate on matters of concern to the well-being of the children in the context of the parental separation/divorce. The mediator will endeavour to keep behaviour safe and civil to allow appropriate negotiation between the parents.

Parents may be seen together or separately depending on the level of conflict and matters of concern. If seen together, the mediator can separate the participants when necessary and move between separate rooms if required.

A developmental perspective is taken in structuring parenting plans so parents are better prepared to handle natural changes that occur with time.

People may self-refer for this service or a lawyer may refer you on your behalf. If you call for yourself please do NOT launch into your version of the problem. To the degree you lay out your side of the issues in advance of the other person, you will be considered to have biased my perspective and service may end before it even begins. In calling on your behalf, identify you are seeking mediation and then please let me lead the conversation so I obtain only the information I require to begin this process even-handedly. Please be advised, I will not answer hypothetical questions as those are typically based on the caller's situation and discussing those hypothetical situations will be considered a matter leading to bias. Please also note, if you are considering my mediation service, you are well advised to inform the other party and have that party read this web page.

### Mediation Process (in general terms):

1. Where available, documents may be reviewed in advance of meeting.
2. Prior to the first meeting, the mediator will meet with each parent separately in person or by phone to screen for domestic violence and power imbalances.
3. The first meeting is scheduled for 3 hours duration. The purpose of the first meeting is to get acquainted and for the mediator to learn about you, your family history, the children and current issues. During this meeting the parents may provide signed consent permitting exchange of information with other service providers.
4. The children may be seen during the course of a mediation. Meetings with the children are usually scheduled for 1 hour but will vary depending on the children's age, comfort and discussion.
5. Meetings with parents will continue as necessary towards the goal of achieving a mutual agreement.
6. In the event an agreement is reached and a plan is achieved, this will be written up by the mediator as a Memorandum of Understanding. The parents can choose to follow the plan as is, or have it formalized as a legal document through their lawyers. Parents are advised to obtain independent legal advice.
7. In the event a plan is not achieved, a report will be provided discussing the mediation process and the issues of contention that remain. This report can be used by the parents should the matter proceed to court.
8. Parents should be aware that the opinion of a mediator may be influential in a court proceeding. When a mediator provides a report and can be called to Court, the process is referred to as open mediation. This is distinguished from closed mediation where any activity, outcomes or views of the mediator are sealed and not allowed for use in a court process. Only open mediation is provided.
9. The lawyers and parties agree that if Gary Drenfeld is called to Court or any other form of meeting, or if he is asked for any report or documents, he shall be compensated fully for all time required to prepare and attend, including mileage @ \$0.60/km, whether or not called upon by subpoena or by other request and that this will be paid in advance by retainer as per the most current fee schedule. Payment is the responsibility of the person requesting and/or requiring court attendance and/or meetings and/or reports/documents unless otherwise agreed by the parties. Delivery of a report and/or other work may be withheld pending receipt of any outstanding payment. Any cost incurred to collect payment on an outstanding account balance shall be added to the

account. Further, Gary Drenfeld shall be entitled to retain independent legal counsel and to be compensated for the cost thereof on a substantial indemnity basis in circumstances where in his sole and arbitrary determination, his integrity, independence, and quality of service are called into question or in any circumstance where he is required to attend and answer questions in accordance with any subpoena, Order or any other request, whether requiring attendance in person or by any other means such as correspondence, fax, email or telephone.

10. Lawyers and parties also agree not bring any actions for damages or any other claims of any kind or character against Gary Drenfeld for any acts or omissions in the course of carrying out his duties. Lawyers and parties agree to waive any and all rights to address any issue against Gary Drenfeld through the Ontario College of Social Workers and Social Service Workers to which he belongs or through any Court or any other process not here specifically contemplated in this or any other jurisdiction.
11. Mediation generally requires 10 to 20 hours for completion. The parents must determine prior to mediation how costs will be divided between them. This is not a matter for the mediator to determine.

### **Fees:**

As a social worker, I am respectful of people's different income levels. As such, the fee is set on a fee-for-service basis using a sliding scale that ranges from \$150 - \$400 per hour. The actual fee then is determined by your joint income, or may be determined by your assets. You will be charged from the beginning of the scheduled appointment time, even if you are late. Appointments cancelled with less than 48 hours (two business days) will be billed for one hour. Further, time will be taken at the beginning of the first meeting for me to present my qualifications, experience and approach to counselling so that service is provided on an informed basis. This is deemed part of the time provided and billed for.

A retainer based on 10 hours of service at the respective rate as per the fee schedule below, is required prior to commencing. Billing will be on basis of actual time spent on any activity related to the mediation service, charged at the rate as per above, plus HST. You will be billed for any activity directed to your case. If less time is taken than covered by the retainer, a refund will be issued. If more time is required than covered by the retainer, the mediator may ask for additional funds to be provided before continuing the mediation.

Fee Schedule (based on joint income):

Income	Fee/hour
0 - \$75,000	\$150.00
\$75,000 - \$100,000	\$175.00
\$100,000 - \$125,000	\$200.00
\$125,000 - \$150,000	\$225.00
\$150,000 - \$175,000	\$250.00
\$175,000 - \$200,000	\$275.00
\$200,000 - \$250,000	\$300.00
\$250,000 - \$350,000	\$350.00
\$350,000 +	\$400.00

### **Third Party Payments (EAP and other Benefit Providers):**

Please be advised that I do not accept payment by third party payers (benefit or EAP providers) whatsoever. People are directly responsible for payment of services as per the information above at the time of service. A receipt will be provided with which persons can seek reimbursement from their EAP or benefit provider. I take no responsibility for your reimbursement. Reimbursement remains a matter between you and your benefit or EAP provider.

If you do seek reimbursement through your benefit or EAP provider and I am called to verify the charge, I will do so with your implied consent. My disclosure will be limited to advising of my credentials as well as verifying the billing information, service provided and persons served. Please note, mediation is a clinical-legal service and may not be covered. No information regarding the nature or content of information discussed will be provided without signed consent, for which you will be charged as per the time required.

Gary Drenfeld, MSW, RSW  
(905) 628-4847  
gary@yoursocialworker.com  
www.yoursocialworker.com