



A strength-guided, goal-oriented approach to the positive growth and development of people and services.

Mediation Policy Agreement Form

Confidentiality	Information will be shared only upon written consent except where there is risk of harm to self or another person, or as required by law. Mediation is "open", meaning information disclosed during mediation may be shared with the parties' lawyers and used in a court proceeding. The service record is the property of Gary Direnfeld. Information obtained about persons served shall be used for service purposes, payment collection and/or, satisfaction surveys. Non-identifying information may be used for statistical, research or teaching purposes.
Consultation	Consultation may be obtained in order to facilitate appropriate service. No identifying information will be released for this purpose.
Appointments	Client time and billing begins at the scheduled appointment time. Missed appointments and appointments cancelled with less than 48 hours notice (not including weekends), will be billed at the hourly rate to the client directly.
Fees, Costs, Payment, Right for Assessor to Retain Counsel	Service is provided on a fee-for-service basis for any time directed to your service. Clients are expected to pay by retainer that may be added to if more time is necessary. H.S.T. will be added to all bills (HST # 133861625). Your fee-for-service _____ per hour. The parties agree that if Gary Direnfeld 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 Direnfeld 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.
Other	Sometimes circumstances arise requiring other agreements prior to service. These agreements will be specified when appropriate and may be set in writing. Gary Direnfeld reserves the right to suspend or terminate service for any reason whatsoever.
Direction of Service / Approval to Communicate/ Agreement to Cooperate	Mediation is directed towards the best interest of children of separated parents. As such, comments and/or suggestions may not reflect the position of either parent but will reflect the considered opinion of Gary Direnfeld with regard to his determination of the best interests of children. Such information will be provided as guidance to the parties to facilitate their resolution as best as possible. The parties understand that there is no guarantee that they will reach an agreement through mediation. The undersigned agrees to the direction of service and provides consent for the mutual transmittal of information concerning themselves and/or family by any means between Gary Direnfeld and all lawyers, courts and other parties involved in this matter, and/or the preparation and transmittal of a report by Gary Direnfeld to all lawyers, Courts and other parties involved in this matter. Further, the undersigned agree to cooperate fully with the service process and any requirement made by Gary Direnfeld to facilitate the service process.

I/we have read these policies and/or have had them read to me/us by Gary Direnfeld and understand them and my/our responsibilities. Further, Gary Direnfeld has discussed his background, expertise and approach to service. I/we agree that Gary Direnfeld has the requisite knowledge and training to conduct this service and agree to engage his service on the terms herein and/or other agreements that may have been entered into with regard to this service. I/we also agree not bring any actions for damages or any other claims of any kind or character against Gary Direnfeld for any acts or omissions in the course of carrying out his duties. I/we agree that we waive any and all rights to address any issue against Gary Direnfeld 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.

Signature: _____

Date: _____

Signature: _____

Gary Direnfeld: _____