



***The Family Network***  
*Collaborative Counseling Center*  
*Randy Heller, PhD, LMFT, LMHC*

**MEDIATION AGREEMENT**

This is an Agreement between the Parties (Respondent/Former Wife/Husband, (Petitioner/Former Wife/Husband), and Randy Heller, hereinafter referred to as "Mediator" to enter into mediation with the intent of resolving all issues regarding . The Parties and the Mediator understand and agree to the following:

1. Nature of Mediation

The Parties hereby appoint and retain the Mediator for their negotiations. The Parties understand that Randy Heller is a Florida Supreme Court Certified Family Mediator. The Parties understand that mediation is an agreement-reaching process in which the Mediator assists Parties to reach agreement in a collaborative, consensual and informed manner. It is understood that the Mediator has no power to decide disputed issues for the Parties. The Parties understand that mediation is not a substitute for independent legal advice.

The Parties are encouraged to secure such advice and may obtain independent legal review of any formal mediated Agreement before signing that Agreement. The Parties understand that the Mediator's objective is to facilitate the Parties themselves reaching their best Agreement. The Parties also understand that the Mediator has an obligation to work on behalf of all Parties and that the Mediator cannot render individual legal advice to any Party and will not render therapy or arbitrate within the mediation.

2. Scope of Mediation

The Parties understand that it is for the Parties, with the Mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.



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### 3. Mediation is Voluntary

All Parties here state their good faith intention to complete their mediation by an Agreement. It is, however, understood that any Party may withdraw from or suspend the mediation process at any time, for any reason, or for no reason.

The Parties also understand that the Mediator may suspend or terminate the mediation if the Mediator feels that the mediation will lead to an unreasonable result, if the Mediator feels that an impasse has been reached, or if the Mediator determines that she can no longer effectively perform her facilitative role.

### 4. Confidentiality

It is understood between the Parties and the Mediator that the mediation will be strictly confidential. Mediation discussions, any draft resolutions, and any unsigned mediated Agreements shall not be admissible in any court, administrative, or other contested proceeding. Only a mediated Agreement signed by any Parties may be so admissible. The Parties further agree to not call the Mediator to testify concerning the mediation or to provide any materials from the mediation in any court or other contested proceeding between the Parties. The mediation is considered by the Parties and by the Mediator, a settlement negotiation. All Parties also understand and agree that the Mediator may have private caucus meetings and discussions with any individual Party, in which case all such meetings and discussions shall be confidential between the Mediator and the caucusing Party(ies)—unless the Parties agree otherwise.

**\*Text messaging is highly discouraged. Be aware that cell phone, text or e-mail is not a guaranteed secure method of communication and your confidentiality could be compromised. If you utilize these methods of communication you are agreeing to potentially waive your confidentiality**



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### 5. Mediator Impartiality and Neutrality

The Parties understand that the Mediator must remain impartial throughout and after the mediation process. Thus, the Mediator will not champion the interests of any Party over another in the mediation or in any court or other proceeding. The Mediator is to be impartial as to Party and neutral as to the results of the mediation. The Mediator will seek to affirmatively reveal any operative biases and will disclose any and all prior contacts with the Parties and their legal counsel.

### 6. Mediation Fees

The Parties and the Mediator agree that the fee for the Mediator shall be \$250.00 per hour for time spent with the Parties and for time required to study documents, research issues, correspond, telephone, prepare draft and final

Agreements and do such other things as may be reasonably necessary to facilitate the Parties in reaching full Agreement. The Mediator shall also be reimbursed for all expenses incurred as a part of the mediation process. All costs will be shared equally by the Parties.

A retainer payment of \$1000.00 toward the Mediator's fees and expenses shall be paid to the Mediator along with the signing of this Agreement. Any unearned amount of this retainer fee will be refunded to the Parties. You may also opt provide your credit card information to be kept on file and your credit card will be billed as services are rendered. The Parties shall be jointly and severally liable for the Mediator's fees and expenses.

The Parties will be provided with a monthly accounting of fees and expenses by the Mediator. Payment of such fees and expenses is due to the Mediator as services are rendered.



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CLIENT INFORMATION FORM

Today's Date: \_\_\_\_\_ Name: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Referred by: \_\_\_\_\_

Home Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ ok to call do not call ok to leave message

Work Phone: \_\_\_\_\_ ok to call do not call ok to leave message

Cell Phone: \_\_\_\_\_ ok to call do not call ok to leave message

E Mail Address: \_\_\_\_\_ ok to use do not use ok to send message

Occupation: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Work Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current marital status: Married: \_\_\_\_\_ Divorced: \_\_\_\_\_ Single: \_\_\_\_\_ Separated: \_\_\_\_\_

3325 S. University Drive Suite 202 | Davie, FL 33328  
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What year did you get married? \_\_\_\_\_

What year did you separate? \_\_\_\_\_

What year did you get divorced? \_\_\_\_\_

If you are separated or divorced, who initiated the process: \_\_\_Husband? \_\_\_ Wife? \_\_\_

Mutual decision? Please explain:

\_\_\_\_\_

If you were never married, please

explain \_\_\_\_\_

Name & age of child(ren) including date of birth:

(List in chronological order with oldest child first)

Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What brings you in for consultation? \_\_\_\_\_

How long has this situation been present?

\_\_\_\_\_

Have you consulted with other professionals regarding this matter? \_\_\_\_\_

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What was the outcome? \_\_\_\_\_

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Is there any history of domestic violence in your relationship? \_\_\_\_\_

How do you and your spouse/former spouse share parenting responsibilities? \_\_\_\_\_

How would you describe your co-parenting relationship with your partner/spouse/former spouse? \_\_\_\_\_

Is there any history of domestic violence in your relationship? \_\_\_\_\_

Who lives in your home? \_\_\_\_\_

Who is in your support system? \_\_\_\_\_

Who is in your child(ren's) support system? \_\_\_\_\_

Are extended family members involved with your child(ren)? \_\_\_\_\_

Please explain \_\_\_\_\_

What is your time-sharing arrangement? \_\_\_\_\_

Do you have a parenting plan in place? \_\_\_\_\_



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Has this arrangement changed over time? If yes, please explain \_\_\_\_\_

\_\_\_\_\_

Please discuss any concerns that you have about the current plan \_\_\_\_\_

\_\_\_\_\_

Please discuss any changes you would like to see result from this process \_\_\_\_\_

\_\_\_\_\_

Are you attending therapy? \_\_\_\_\_ If so, therapist's name \_\_\_\_\_

Telephone number \_\_\_\_\_ Address \_\_\_\_\_

Are you taking medication? If so, what and prescribed by whom? \_\_\_\_\_

\_\_\_\_\_

Have you ever had any suicidal/homicidal thoughts? \_\_\_\_\_ If yes, please  
explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How will you know when/if this process has been useful for you? What do you hope will be accomplished?

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It is so agreed.

(Respondent): (sign/print)

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(Petitioner): (sign/print)

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Randy Heller, Mediator\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.