



## AGREEMENT TO MEDIATE

We are pleased that you have contacted Hawthorn Counseling Group (HCG) to assist you in mediating your ( DIVORCE / PARENTING / POST-DECREE VISITATION / OTHER ) concerns and wish to welcome you to our practice.

The following information is provided to ensure that all parties understand the mediation process, and to maximize the likelihood of a positive and successful experience.

For the purposes of this agreement “mediator” refers to the Hawthorn Counseling Group (HCG) professional who is being retained to provide alternative dispute resolution services (e.g., mediation, as described below). “Parties” refers to the clients—the participants in the mediation—who wish to retain the HCG’s services with the intention of resolving their dispute.

We ask that both parties independently review the information contained in this agreement and indicate their individual understanding and agreement by signing below. Both parties will sign a separate medication agreement document. The mediation process cannot begin until an executed Mediation Agreement has been received from both parties. Should you have any questions in need of attention prior to signing your agreement, please bring those up with your HCG mediator.

### Mediation Process

Mediation is not the practice of law, psychotherapy, or counseling. It is the practice of alternative dispute resolution. Mediators do not offer legal advice, investigate allegations or decide what the parties “should” do. Mediators are neutral professionals who will assist the parties in reaching a settlement and, upon the parties’ request, will complete any resulting documents under the instruction of the parties.

### Role of the Mediator

The mediator will remain neutral and impartial, assisting the parties in exploring the possibility of a mutually agreeable resolution of their conflict or dispute.

### Good Faith Effort

Parties in the mediation process agree to make a good faith effort to resolve their conflict. This means that the parties intend to make an honest endeavor to participate in communications or conferences with the other party with the purpose of reaching a mutually acceptable settlement.

### Voluntary Process

Participation in mediation is voluntary, and the parties have the right to withdraw at any time.

### Communications

Most communications between the two parties and the HCG mediator will occur in the context of scheduled 3-way meetings. Both parties will be asked to provide an email address and email is preferred for contact outside of sessions, particularly for scheduling purposes. Email will not be utilized to address and resolve disputes, only to convey information concerning scheduling, billing matters or documents in need of review. Both parties are asked to copy the other party with any emails sent to their HCG mediator. Both parties are hereby advised that emails sent to their HCG mediator will be routinely forwarded to the other party; there is no guarantee of confidentiality with respect to email communications. During the course of the mediation process the mediator may recommend a brief individual meeting with either party (a caucus) if, in the judgment of the mediator, an individual caucus may facilitate the mediation process. Communications and information shared by either party with the mediator which occur within the context of a caucus are not held confidential by the mediator from the other party unless specifically requested by the party/client.

### Mediator Confidentiality

HCG and its mediators consider all mediations to be strictly confidential. Mediators will not willingly disclose any information, either written or orally communicated, to parties, organizations or agencies outside of HCG, without the written consent of both parties. If both parties agree, the mediator will prepare a Memorandum of Understanding upon completion of the mediation, which will summarize the agreements reached by the parties. Should the Court require submission of a Mediator Status

Report both parties will be asked to provide written consent for disclosure of this information to the Court.

### Exceptions to Confidentiality

The parties should understand there are exceptions to confidentiality. They include but are not limited to the following circumstances:

1. If the mediator becomes aware of or is concerned about the threat of “serious imminent harm” to anyone inside or outside the mediation, the mediator may report that information to the proper authorities and/or take steps to prevent such actions.
2. If the mediator becomes aware of suspected child abuse or elder abuse, the mediator has a professional mandatory reporting responsibility to report specific information to authorities/agencies designated under state law.

### Settlement Authority

The parties stipulate that they come to the mediation process with the authority to reach an agreement and to enter into an agreement regarding their dispute.

### Legal Counsel

The parties may consult legal counsel any time during the mediation process. The mediator has no duty to protect the interests of the parties or to provide them with information about their legal rights. If you have any questions about your legal rights, you should consult with your attorney or contact an attorney before signing an agreement.

### Termination of Mediation

The parties understand that mediation may be terminated by any participant or by the mediator at any time during the mediation process. The mediation process will be terminated under any one of the following circumstances:

1. The parties reach a settlement agreement.
2. The mediator determines that further efforts at mediation are no longer likely to achieve a settlement.
3. One or both parties withdraw from the mediation.

### Subpoenas to testify

The parties agree not to subpoena or demand the production of any records, notes, work products, or the like, of the mediator in any legal, civil, administrative or arbitration proceedings concerning this dispute. The parties agree that the mediator shall not be called as a witness in any subsequent proceedings in any regard.

### Exclusion of Liability

The parties understand that no particular outcome or result can be guaranteed when receiving mediation services through Hawthorn Counseling Group. The parties understand and hereby agree to release Hawthorn Counseling Group and the HCG professional providing mediation services, including its staff and agents, from any and all claims, actions or proceedings concerning the case as it relates to the mediation process.

### Fees

The parties agree to pay the Mediator's fees at the time of each session. It is the practice of HCG to postpone scheduling of additional mediation sessions when a balance due exists on a mediation party's account. Payment of a retainer may be required by HCG when it is anticipated that a series of mediation sessions may be necessary. If a retainer is paid before the commencement of the mediation any unearned portion of the retainer will be refunded at the conclusion of the mediator's work on the case. Mediation fees are listed on the HCG fee schedule, found at the HCG website ([www.hawthorncounseling.com](http://www.hawthorncounseling.com)). The hourly mediation fee listed on the fee schedule is applied whenever the mediator is devoting time to the parties' case. This hourly rate applies to scheduled mediation conferences, review of documents provided by parties, preparation, telephone conversations, email communications with parties and/or their attorneys or experts, preparation of summaries or drafting a Memorandum of Understanding, if specifically requested by the parties. The parties understand that all fees must be paid prior to the mediator's release of the Memorandum of Understanding.

### Cancellation Policy

Failure by either party to notify the Mediator of a cancellation at least one business day or a minimum of 24 hours prior to a scheduled session will result in a charge equivalent to one hour of

mediation services. Mediation sessions cannot occur and will not commence unless both parties are present.

By signing below, as a party to this mediation, I am indicating my wish to retain the mediation services of Hawthorn Counseling Group. I acknowledge that I have received and understand Hawthorn Counseling Group's Agreement to Mediate document. I further understand that additional rights and procedures may exist under Illinois law. These additional rights are described elsewhere (see 710 ILCS 35, Alternative Dispute Resolution—the Uniform Mediation Act). I further acknowledge that I have had the opportunity to ask any questions which I may have about this agreement and its contents.

PARTY:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



# Hawthorn Counseling Group

977 Lakeview Parkway, Suite 102, Vernon Hills, IL 60061

(847) 680-0755

fax: (847) 573-1617

[www.hawthorncounseling.com](http://www.hawthorncounseling.com)

## REGISTRATION INFORMATION

*We ask that both parties to the mediation process independently provide the following information.*

<b>CLIENT INFORMATION—“Party A” please provide the name of each party participating in the mediation process</b>					
Last Name	First Name	MI	Date of Birth / /	Age	Sex
Address	Apt. #	City	State	Zip	
Home Phone	Work Phone		Cell Phone		
If contact by email for scheduling, billing or other matters is convenient, please provide email address:					

<b>CLIENT INFORMATION—“Party B” please provide the name of each party participating in the mediation process</b>					
Last Name	First Name	MI	Date of Birth / /	Age	Sex
Address	Apt. #	City	State	Zip	
Home Phone	Work Phone		Cell Phone		
If contact by email for scheduling, billing or other matters is convenient, please provide email address:					



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## RIGHTS & RESPONSIBILITIES

The information below is regularly provided to psychotherapy patients seeking services with Hawthorn Counseling Group. Generally, the provisions outlined below also apply to mediation clients and is provided here for your review.

### As a Consumer of Healthcare Services, Your Rights Include The Following

- ✓ To individualized service, to participate in treatment planning and to see your clinical record.
- ✓ To be advised at the time that treatment is initiated of the cost of the services to be provided.
- ✓ To know the professional status, licensure, training and experience of the staff members responsible for your treatment.
- ✓ To confidentiality of all records and communications, within the extent prescribed by law (see below), including the confidential handling of personal and medical records and to approve or refuse the release of records to any individual outside Hawthorn Counseling Group (HCG).
- ✓ Upon request, to know the risks, side effects, benefits and/or experimental nature of all treatment procedures and to be advised of known alternate treatment procedures available, their indications and foreseeable outcome.
- ✓ Upon request, to a clear and concise explanation of the proposed treatment and procedures, the goals of treatment and anticipated outcome of treatment.
- ✓ To refuse treatment. Should you choose to refuse recommended treatment, you shall be provided, upon request, a clear description of anticipated consequences of the decision to refuse treatment to the extent these consequences are foreseeable.
- ✓ To request the opinion of a consultant at personal expense and to request a review of your treatment plan.

### As a Consumer of Healthcare Services, Your Responsibilities Include The Following

#### ***Missed appointments & late cancellation policy***

You are responsible for scheduling and keeping appointments with the treating clinician. HCG requires notice by telephone no later than 24 hours in advance of a scheduled appointment (or for Monday appointments and Tuesday appointments which follow holiday weekends, no later than 5:00pm on the preceding Friday afternoon). It is sufficient to leave a voicemail message for your specific clinician when calling to cancel a scheduled appointment. Please note that patients are responsible for payment of the full usual & customary fee, per the HCG fee schedule in effect at the time the appointment was scheduled, for a failed appointment or late cancellation. Please note, too, that your insurance company will not be billed for the late cancellation or failed appointment. *Other than circumstances such as sudden illness, family emergency or severe inclement weather, we are unable to make exceptions to this policy.*

#### ***Fees***

Fees are discussed and set at the time of the initial appointment, based upon the HCG fee schedule in effect at the time of service delivery, which is available for review upon request. Expected fees for some services are shown on the *Consent for Treatment* form. Payment arrangements are detailed on the *Payment Agreement* form. Collections procedures for HCG are described in policy, which is available for review upon request.

### **Information Concerning Confidentiality**

As a recipient of psychological services through HCG, your treatment is confidential within the limits prescribed by law. In general, no information about you or your treatment will be released to anyone without your written permission. However, relevant laws require that your therapist contact others about your safety if you present a danger to yourself and/or others, or if your therapist learns of child abuse/neglect or, under certain circumstances, if so ordered by a court. In addition, your therapist may consult with a clinical supervisor, or other qualified clinician, without your consent to improve the quality of care provided. If the recipient of services is under 12 years of age, your therapist may discuss the treatment with the recipient's parent or legal guardian without consent. If the recipient is 12 through 17 years of age, the therapist may discuss the treatment with a parent or legal guardian when the recipient is informed and does not object to sharing information with his/her parent or guardian, or if the therapist does not feel there are compelling reasons not to disclose information with the parent or guardian. Information may also be disclosed to the guardian of a recipient who is 18 years or older. Information may also be disclosed to outside agencies & organizations to support collections and billing procedures. Otherwise, except as provided by law, no information may be disclosed without the written consent of a recipient who is 18 years or older. Further information on confidentiality is provided in the related Privacy Notice, provided at time of intake.



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## Hawthorn Counseling Group Fee Schedule

	Licensed Clinical Social Worker	Licensed Clinical Psychologist
<b>Psychotherapy Services</b>		
90791, Diagnostic Evaluation	\$160.00	\$200.00
90832, Psychotherapy, 30 min, with patient and/or family member	\$80.00	\$100.00
90834, Psychotherapy, 45 min, with patient and/or family member	\$120.00	\$150.00
90837, Psychotherapy, 60 min, with patient and/or family member	\$160.00	\$200.00
90847, Family/conjoint psychotherapy w/ patient present, (45 min)	\$120.00	\$150.00
90846, Family/conjoint psychotherapy w/out patient pres (45 min)	\$120.00	\$150.00
90830, Psychological testing, 60 min	N/A	\$200.00
90889, Document preparation / report writing, 15 min	\$40.00	\$50.00
90899, Unlisted procedure or service, (45 min)	\$120.00	\$150.00
99362--Staffing/meeting attendance, (60 min)	\$160.00	\$200.00
Scheduled telephonic consultation, (45 min)	\$120.00	\$150.00
<b>Evaluation Services</b>		
Fitness-for-duty evaluation--low/moderate complexity		\$300.00
▪ 2 units 90899--unlisted procedure/service	N/A	\$50.00
▪ 1 unit 90889--document preparation		Total: \$350.00
School fitness evaluation--low/moderate complexity		\$300.00
▪ 2 units 90899--unlisted procedure/service	N/A	\$50.00
▪ 1 unit 90889--document preparation		Total: \$350.00
Bariatric surgery evaluation--low/moderate complexity		\$300.00
▪ 2 units 90899--unlisted procedure/service	N/A	\$200.00
▪ 4 units 90889--document preparation		Total: \$500.00
<b>Divorce Coaching &amp; Medication Services</b>		
Collaborative divorce coaching		
▪ Individual coaching sessions	\$160.00/hr	\$200.00/hr
▪ Case conference attendance, report prep*	\$160.00/hr	\$200.00/hr
Mediation		
▪ Mediation sessions	\$160.00/hr	\$200.00/hr
▪ Case conference attendance, report prep*	\$160.00/hr	\$200.00/hr
<b>Clinical Supervision &amp; Professional Training</b>		
Clinical Supervision		
▪ Individual supervision, 45 min	\$160.00/hr	\$150.00
School Trauma Management Training		
▪ Half day workshop	N/A	Negotiated
▪ Full day workshop	N/A	Negotiated
▪ School trauma training manual	N/A	\$50.00/copy

NOTE: The fees shown above represent usual & customary rates for Hawthorn Counseling Group (HCG) services. Actual final fees for some recipients of services may vary, in accordance with contractual discounts between HCG clinicians and insurance companies/third-party payors. When eligible for contractual discounts, fee reductions are applied after payment by a recipient's third-party payor.

\*billed door-to-door when travel is required

Revised January 2, 2013



