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## **THERAPEUTIC MEDIATION SERVICES AGREEMENT**

Welcome to Therapeutic Mediation. This Agreement contains important information regarding Dr. Tamsen Thorpe's professional services for separation, divorce and for deciding whether to remain married (discernment).

### **What Is Therapeutic Mediation?**

Therapeutic Mediation is a consultative service designed to help individuals or couples deal with separation, divorce and discernment. Dr. Thorpe serves as a facilitator for you as an individual or as a neutral mediator for you and your partner in connection with your marital/family issues.

Therapeutic Mediation is different from therapy. Some of the same interventions are used but the scope and goals are different. There is no diagnostic process or psychological evaluation as there would be in a therapy. The focus is on the client during the decision to separate and/or the legal process of divorce. The aim is to make and implement important relationship decisions.

### **Why Use A Therapeutic Mediator?**

The negative psychological and financial impacts of divorce are great risks to children and adults. Using this process potentially helps couples avert divorce or if divorce is the chosen route, to go through it more calmly and efficiently. A focus is on protecting children/adult children from the negative effects of conflict and to establish the grounding for a healthy post-divorce environment for the family.

This process helps clients to stay goal focused and reduce emotional intensity. Emotions cloud decision making and increase the time and costs of divorce. When emotions are managed you and your attorney are better able to focus on legal matters. Saving money is often on the minds of those divorcing and use of a therapeutic mediator is a potential

way to divorce more efficiently and amicably.

### **What Does A Therapeutic Mediator Do?**

A Therapeutic Mediator may perform the following functions:

- identifies and prioritizes interests and concerns so that goals may be focused on while keeping emotional intensity down
- fosters collaborative problem solving
- strategizes on how to deal with the strong emotions and impasses that cause road blocks during negotiations
- educates about communication and conflict resolution
- improves effective co-parenting skills
- constructs a parenting plan
- helps parents to tell children about divorce and new partners
- drafts a "Memorandum of Agreement" enumerating points if the mediation results in the parties' agreement

### **Dr. Thorpe as your Therapeutic Mediator:**

Dr. Thorpe obtained a Ph.D. in Clinical Psychology in 1997. She has taken advanced training in both Emotionally Focused and Gottman couples therapy, approaches to creating stronger relationships, for those desiring to rekindle. Dr. Thorpe has taken numerous courses to keep current in the areas of divorce, parenting and high conflict families.

- Certified in Family Mediation, 2006, NJ Institute for Continuing Legal Education (ICLE)
- Basic Interdisciplinary Collaborative Practice Training, 2008, Center for Mediation and Collaborative Divorce
- Parent Coordinator Training, 2005, Association of Family and Conciliatory Courts (AFCC)
- Certified in New Ways for Families, 2014, Institute for High Conflict, a program that helps parents and their children avert or lesson high conflict situations and make better decisions in divorce situations

### **What are the goals of Therapeutic Mediation?**

A therapeutic mediator helps:

- couples decide whether to stay married or to divorce and to implement an action plan
- decrease conflict and improve respectful communication

- to reorganize the family as it moves towards the legal agreement and the “emotional divorce”
- to prepare family members for a better post-divorce life
- to help facilitate the process that occurs during meetings between you and your attorneys, through consultation to the attorneys and/or participation in those meetings
- to establish a detailed, comprehensive parenting plan to present to the lawyers and the court
- to address emotions and give you the tools to manage them better

No psychological intervention is without risk, including Therapeutic Mediation. Emotional discomfort is common and, at times, anger, sadness, fear, and blame can be experienced intensely. Relationship change can be quite unpleasant, and you should be prepared for it. Divorce is an extremely painful experience for most people. If Dr. Thorpe perceives that you are suffering from a psychological disorder such as depression, anxiety disorder, or any other, she will bring it to your attention. If you are not in psychotherapy, she will at such times recommend it and will help you to find a therapist if you wish. If you are in therapy, she will want to speak to your therapist at times of crisis, and will ask you to sign a release to give permission to do so.

### **Professional Fees**

The fee is \$250 per 60 minute hour, calculated on a prorated basis. This fee applies to the time spent on your behalf, whether it is with you personally, speaking or meeting with your attorneys, correspondence, telephone calls, or any other services on your behalf. Travel time is billed at 50% of the full rate. Therapeutic Mediation is not an insurance reimbursable service. No diagnosis or procedural code will be provided.

If the plan is to have ongoing services, a retainer of \$3,500 will be paid in advance. Charges for services performed on your behalf will be deducted from the retainer as the services are performed. You will be asked to replenish it if the retainer drops below \$500. Balances remaining upon the termination of services will be promptly refunded. In the event that the process is terminated prior to the first appointment but following receipt of your paperwork, a minimum administration fee for case preparation will be charged.

**Forty-eight hours’** notice is required to cancel a session without charge except in cases of serious illness or other emergency.

Sessions are typically sixty to ninety minutes in length. Collaborative Divorce team meetings are longer, typically two to three hours in length.

### **Contacting Dr. Thorpe**

Dr. Thorpe's contact information is listed on the first page. For most issues please call her direct office line or email her. If you have a more urgent matter, please try her cell phone. Please keep emails brief unless otherwise agreed upon.

Her office hours vary weekly. She receives voice mails on a regular basis when she is not in the office. Please note that although she will do her best to return your call within a few hours in the daytime during the week, she is not always available immediately. If you are difficult to reach, please leave sometimes when you will be available. In a crisis situation, if you cannot reach her, please contact your attorney, primary care physician or the local emergency room.

### **Confidentiality**

The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed. Be assured that confidentiality laws exist to protect your privacy. The exceptions listed are, indeed, exceptions to the more usual communications that take place. It is important that you feel safe in this environment and able to share whatever you need to in the service of our helping you. The protection of that environment is of paramount importance to me in our work together.

**Confidentiality of mediation sessions is governed by NJ Rule R.1:40-(b). Dr. Thorpe is meeting with you as a mediator and not a psychologist. The traditional rules of confidentiality that exist between a patient and a psychologist do not apply in this case. In accordance with this cited Rule, Dr. Thorpe cannot participate in any subsequent hearing or trial of the mediated matter or appear as a witness for any person in the same or any related manner. Specifically, the Rule states that**

*"...no disclosure made by a party during mediation shall be admitted as evidence against the party in any civil, criminal, or quasi-criminal proceeding... A mediator has the duty to disclose to a proper authority information obtained at a mediation session on the reasonable belief that such a disclosure will prevent a participant from committing a criminal or illegal act likely to result in death or serious bodily harm."*

**In most situations, I can only release information about you to others if you sign a written authorization form that meets certain legal requirements.** If you are participating in collaborative divorce, we may decide that it is best for you to provide your written permission for me to speak freely with the attorney's and other professionals involved on your collaborative divorce team.

**There are some situations where I am permitted or required to disclose information without either your consent or authorization. For example, if it is necessary for me to seek collection of unpaid fees.**

**There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client.**

If I have reasonable cause to believe that a child has been subject to abuse or that a vulnerable adult is the subject of abuse, neglect or exploitation, if a client communicates a threat, or if I believe the client presents a threat of imminent serious physical violence against a readily identifiable individual or if I believe the client presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions.

Please feel free to raise questions or comments about these policies or any other matters at any time.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
Printed Client Name

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Signature

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Date

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Printed Client Name

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Signature

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Date

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Tamsen Thorpe, Ph.D.

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