**Agreement to Mediate**

**IV-D Mediation Services**

Because of the willingness of each of you to attempt mediation to resolve certain issues that concern you, I, a contract provider for M.A.R.C.H. Inc., have agreed to provide you with mediation services, subject to the conditions set out below. This document, when signed by you, becomes our agreement to mediate.

1. **THE MEDIATION PROCESS**

Mediation through M.A.R.C.H. is a process in which the mediator works with parents to constructively discuss issues regarding their children. The mediator is obligated to help both parents fully consider the best interests of their children and the consequences of any decision they reach. The mediator does not however, have any authority to engage in fact finding or to make decisions about how issues will be resolved. Any agreement reached will be based solely on the decisions of the parents.

1. **ROLE OF THE MEDIATOR**

The primary role of the mediator is to help you communicate with each other. The mediator must remain impartial in order to work with both of you effectively. The mediator does not provide counseling nor legal advice to either parent. YOU ARE ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE.

1. **FEES**

You qualify for a maximum of four hours of free mediation. If neither party is represented by legal counsel, and you seek court approval of an agreement reached in mediation, your case may be eligible for limited legal assistance from an assigned M.A.R.C.H. contract attorney. The limited legal assistance may consist of drafting and/or filing of a parenting plan or stipulated modification with the court. M.A.R.C.H. can assist with the court filing fee when applicable.

1. **CONFIDENTIALITY OF THE MEDIATION PROCESS**
2. Any communication relating to the subject matter of this dispute made during the mediation process by any person present at the mediation shall be a confidential communication. **Recording of any such communication is strictly prohibited.**
3. Any statement made in setting up or conducting mediation is not admissible in evidence and is subject to discovery only if obtainable by other means.
4. All notes and other documents relating to the mediation shall be confidential and shall not be subject to subpoena, discovery, or other disclosure in any legal proceeding.
5. The mediator and those persons assisting the mediator shall not be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the mediation session.
6. Statistical data may be given to M.A.R.C.H. program evaluators for the sole purpose of determining the effectiveness of this mediation program. Parents will not be identified by name in any report or presentation. The right to privacy of all parents will be fully respected.
7. **EXCEPTIONS** to mediator confidentiality exist if the mediator reasonably believes that a threat of violence will result in death or serious bodily harm or if there has been unreported abuse or neglect of a child. In such situations, the mediator is required to make a report to the appropriate authorities.
8. **IF YOU REACH AN AGREEMENT**
9. Any understanding reached by the parents as a result of mediation will not be binding upon the parents until it is reduced to writing, signed by the parents and their attorneys, if any, and approved by the court.
10. In accordance with Missouri Supreme Court Rule 88.06, the mediator will make a written summary of any understanding reached by the parents, a copy of which will be provided to the parents and their attorneys, if any. The parents are advised to obtain legal assistance in drafting or reviewing any agreement before signing it.

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Signature Date Signature Date