



Hawthorn Counseling Group

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

(847) 680-0755

• www.hawthorncounseling.com

Mediation Client Registration Packet

Welcome to Hawthorn Counseling Group. Completing the registration packet is the first step towards getting the help you are seeking and we look forward to working with you to achieve your goals for counseling. Please note the following about the attached forms:

- ✓ Each party is to complete a separate packet of forms and return to Dr. Jochem
- ✓ Please complete the client registration form.
- ✓ Please complete the Mediation Agreement.
- ✓ All clients are asked to complete the attached *Payment Agreement*. Please provide credit card billing information. As explained on the form, you may use cash or check to pay for services provided however your credit card may be utilized for collection of unpaid balances resulting from deductibles, copays, late cancellation or failed appointment charges.

Please pay special attention to our policies regarding late cancellations or failed appointments:

- If you need to reschedule an appointment, Hawthorn Counseling Group requires at least 24 hours' notice—a full business day in advance of the hour of your appointment—giving notice of the intent to cancel a scheduled appointment. Also, please note: appointments scheduled on Mondays (or Tuesdays if following a holiday weekend) must be canceled by 5:00pm the preceding Friday afternoon. If you have a scheduling conflict and must cancel an appointment it is sufficient to leave a voicemail message in your specific clinician's voicemail box by calling 847-680-0755, then entering the mailbox extension for your HCG clinician. This notification must be provided a full 24 hours (or one business day) in advance of the hour of the scheduled appointment in order to avoid being billed for the appointment. We are unable to make allowances or exceptions to this policy, except in cases of sudden serious illness, family emergency or severe inclement weather. Be advised that business/work conflicts, scheduling of kids' athletic or school events, unexpected travel or other similar circumstances which might arise are not deemed as grounds for waiver of the late cancellation policy.
- With regard to late cancellations or failed appointments, you will be charged the full usual and customary fee for one hour of scheduled service.



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CLIENT REGISTRATION INFORMATION

PLEASE PRINT

<i>Client Information</i>					
Last Name	First Name	MI	Date of Birth / /	Age	Sex
Address		Apt. #	City	State	Zip
Home Phone	Work Phone		Cell Phone		



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PAYMENT AGREEMENT

Patient Name: _____

In consideration of the services to be rendered by the clinicians of Hawthorn Counseling Group (HCG), I agree to pay HCG for all services provided to the patient, at the established rates listed in the HCG fee schedule in effect at the time services are received, or as otherwise negotiated with HCG.

I also understand that I am financially responsible for any failed appointment & late cancellation charges.

I certify that the information provided to HCG is, to the best of my knowledge, complete and accurate. I will make arrangements for prompt and regular payment of fees to HCG for services. I understand that payment is due either in-full or in-part at the time services are provided, as arranged when services are initiated.

I understand that I may pay by cash or check. I grant permission to HCG to bill my credit card account or flex spending account noted below for payment of any charges. This includes payment of any unpaid balances which are 30 days or more past due, including co-payments, deductibles, failed appointment & late cancellation charges.

In understand that credit card charges will show on billing statements as "Hawthorn Counseling Group".

All patients are asked to provide credit card billing information below:

TYPE OF CREDIT CARD: VISA M/C FLEX SPENDING ACCOUNT DEBIT CARD

NAME OF CARD HOLDER:

PRINT

ACCOUNT NUMBER:

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EXPIRATION DATE:

--	--	--	--

AGREEMENT AND AUTHORIZING SIGNATURE:

X _____



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

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fax: (847) 573-1617

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AGREEMENT TO MEDIATE

We are pleased that you have contacted Hawthorn Counseling Group (HCG) to assist you in mediating your 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 mediation 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.

Hawthorn Counseling Group is a registered dba in the State of Illinois for John D. Jochem, Psy.D., P.C.

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). 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)