

CLACKAMAS COUNTY RESOLUTION SERVICES

CONSENT FOR SERVICES AND CONFIDENTIALITY AGREEMENT

Please review the following information about mediation:

1. **Voluntary.** Mediation is voluntary and I can withdraw from the process at any time.

2. **Neutrality.** Mediators are impartial. They will not take sides or determine “right” or “wrong.”

3. **Legal Advice.** Mediators do not give legal advice. I understand that I do not have an attorney-client relationship with Resolution Services or any individual working for Resolution Services.

I can talk to an attorney at any time if I have questions about my legal rights and responsibilities, including having an attorney review a written agreement before I sign it. I am responsible to pay for my own attorney.

If I am represented by an attorney in this matter, Resolution Services has my permission to communicate with my attorney about my case.

4. **Confidentiality.** Mediation meetings occur in a private, confidential setting in order to encourage open, honest discussions. With the exceptions listed in number 5 below, all mediation communications (both verbal and written, including electronic communication) are confidential unless I agree otherwise in writing.

a. Confidentiality begins with the first contact made to the mediation program and continues until the case is closed with a final agreement or withdrawal of all participants.

b. Confidential mediation communications include verbal and written communication to the mediator, mediation program staff, a party to mediation, or any other person present at a mediation session.

c. All memoranda, work products, documents, recordings and other materials including summaries and emails, including any draft mediation agreement that are prepared for or submitted in the course of or in connection with a mediation are confidential.

I agree not to disclose confidential mediation communications to anyone not present. I understand that I may discuss confidential mediation communications with those with whom I have a ***legally privileged relationship*** such as, a spouse, registered domestic partner, therapist, attorney, doctor, or clergy.

I agree that any information I share with my mediator may be shared with the other party unless I specifically request that the mediator not share particular information. I understand that if I request the mediator not share particular information, the mediator may choose to end the mediation.

I agree not to record any session, or to allow any undisclosed third party to monitor or overhear a mediation session in any way.

I agree not to ask the mediators or mediation program to testify or share confidential mediation communications. I acknowledge and accept that such communications are not admissible as evidence in any later civil or criminal action. The mediators and mediation program will not provide any information about the mediation communications to anyone outside the mediation program without a written release from all parties.

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5. I understand that the following are NOT CONFIDENTIAL:

Existing Information. Information that is already known before mediation, information that is not prepared specifically for use in mediation, or documents that are public records before mediation.

Mediated Agreements. The terms of a signed Mediated Agreement are not confidential.

A Mediated Agreement is final after:

- a. All parties have had an opportunity to review it with their own counsel, and
- b. Each party has shown their consent by signing the same agreement.

Crimes and Legal Violations are not confidential and may be reported to the appropriate authorities.

- Suspected abuse or neglect of a child, dependent adult, or elder, when there is reasonable cause to believe that abuse or neglect has occurred.
- Any clear and serious intention to commit a crime that is likely to result in physical injury, or a threat to the physical safety of any person, property, or animal.
- **For cases in which Clackamas County employees or officers are parties,** information about illegal activities performed during or connected to work for Clackamas County, threats or reports of workplace violence, claims of a hostile work environment, claims of whistleblower issues, protected class discrimination, and anything else that is otherwise actionable may be reported to the appropriate authorities.

Advice and Learning. Mediators may record a session with the agreement of all parties. Mediators may discuss confidential mediation communications with other mediators and their own supervisors for the purpose of advice and learning. Those conversations are confidential and are not shared with anyone else.

Fees. I have reviewed and agree to pay any fees for the service(s) I am receiving.

Support People (A person whose consent is not required for agreement). I agree that any support people who have signed this agreement may participate in mediation. If I am a support person, I agree to maintain confidentiality as outlined in this document. I understand that my mediator will get consent of all parties for any support people to participate before sending this document to them for signature.

References. The information included in this document is based in both Oregon law and Resolution Services (ORS) policy. The laws and rules relied on include, but are not limited to:

- ORS 36.220 Confidentiality of mediation communications and agreements; exceptions.
- ORS 36.222 Admissibility and disclosure of mediation communications and agreements in subsequent adjudicatory proceedings.
- ORS 107.758 Privacy of proceedings; confidentiality of communications; records.
- Oregon Mediation Association Core Standards of Mediation Practice

I understand and agree to all the above. I consent to receive services.

Date Signed