

REQUEST FOR MEDIATION SERVICES

If you are experiencing difficulties with physical placement (visitation) of your minor child(ren), Wisconsin Statutes provide that you first attempt to mediate your differences prior to formal Court action.

The purpose of mediation is to allow parents input into developing a solution to their placement issues and avoid the emotional and financial burdens Court actions may entail. The focus of mediation is to reach an agreement or plan which will be in the best interest of your child(ren). If you are unable to reach an agreement or fail to follow the visitation schedule you agreed to in mediation, you may then be advised to file a motion with the Court for judicial determination of your disputed issues.

The forms necessary to start the mediation process are attached. Please read through this form carefully and completely before you proceed. All appointments, payments, and questions concerning mediation are handled by the Calumet County Department of Health and Human Services, 206 Court Street, Chilton, WI 53014.

FEES: The fee for mediation in Calumet County is \$320.00. One-half of the fee (\$160.00) must be prepaid to the Department of Health and Human Services by each party before an appointment for mediation can be set. Payments can be delivered or mailed to the department along with your completed Request for Mediation Services, Mediation Questionnaire, Face Sheet and Notice to Client forms. If you believe you cannot afford to pay this fee you may elect to meet with a Health and Human Services' billing clerk to determine your ability to pay.

Your first appointment will be scheduled as a two hour block of time which includes orientation. If you choose not to mediate after the orientation session, a full refund may be granted. If you choose to continue with mediation after the review, you will be asked to sign an Agreement to Mediation form and continue the mediation process.

If you desire to pursue mediation services you must do the following:

1. Complete and return the attached Request for Mediation Services, Mediation Questionnaire, Face Sheet and Notice to Client forms to the Department of Health and Human Services.
2. Pay your mediation fee at the Department of Health and Human Services. Please make check or money orders payable to **Calumet County Department of Health and Human Services**.

The Department of Health and Human Services will send your request for mediation services to the Clerk of Courts for proper processing. Upon receipt of the proper court orders, the Department of Health and Human Services will then contact you to schedule your first mediation appointment.

REQUEST FOR MEDIATION SERVICES IN CALUMET COUNTY
 (Please complete this form as thoroughly as possible to avoid delays in processing.)

CASE #: _____

| | Petitioner | Respondent |
|-----------------------|------------|------------|
| Name | | |
| Address | | |
| Date of Birth | | |
| Telephone | | |
| Attorney: Name | | |
| Address | | |
| Phone # | | |

CHILDREN

| Name | Date of Birth | School/Grade |
|------|---------------|--------------|
| | | |
| | | |
| | | |
| | | |

The minor child/ren are currently in the legal custody of:

What is the current court ordered visitation or access to the child/ren?

Please explain the problem:

Please describe what you feel might be a solution to the problem:

I certify that the above information provided is true to the best of my knowledge.

 Signature

 Date

MEDIATION QUESTIONNAIRE

Please do not let the other party see your answers to this questionnaire.

1. Do you have any concerns about your children’s safety, emotional or physical, when they are with the other parent?
2. Has Calumet County Department of Human Services ever been involved with the family? If so, When? What was the outcome?
3. Has the Court appointed a separate Child’s Representative or GAL (Guardian ad Litem)?
4. Have you ever feared that you would not have access to your children? Why?
5. Do you believe that parents or family members have problems with alcohol or drugs? Have they been in treatment?
6. Have there been members in the family convicted of driving while under the influence of alcohol or drugs?
7. Have there ever been any physical, verbal or psychological abuse, or threats to personal safety between you and the other party? Please describe.
8. Do you have any concerns now about your physical or emotional safety with the other parent?
9. Are there now, or have there ever been, any Orders of Protection or any Restraining Orders? (If yes, you must include the Restraining Order with this form.)
10. Are you afraid to meet with the other party and the mediator?
11. Do you feel ready to work on a parenting plan? If no, Why?
12. Were you afraid to answer these questions. If yes, Why?
13. Did someone assist you in completing this form? If yes, Why? Who?

Name

Date

CALUMET COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

FACE SHEET- ADULT

Date: _____

Legal Name: _____
(First, Middle, Last)

Previous Last Name: _____

Address: _____

County: _____

Directions to your home: _____

Telephone Number: Home: _____

Work: _____

May we contact you at work? Yes No

Employer: _____

Job Title: _____

Name of Spouse or Partner: _____

Spouse's Employer: _____

Address of Spouse, if different from yours: _____

Other people in your household:

Name

Date of Birth

Relationship to You

Male Female

Birthdate: _____ Age: _____

Social Security # _____

Ethnic Group:

African American

American Indian (Tribe _____)

Asian or Pacific Islander

Hispanic

White

Education Level: _____

Veteran? Yes No

Marital Status: Single Married

Widowed Divorced Separated

Legally Separated Never Married

Telephone number of spouse if different from

Yours: _____

Who referred you to this Department? _____

Reason you are requesting service? _____

Have you ever received services from our Department before? (either from the former Unified Services Center or the Calumet County Department of Human Services) _____

Have any others members of your family ever received services from our Department? (either from the former Unified Services Center or the Calumet County Department of Human Services) _____

Family member who received services: _____

Approximately when: _

Are you or anyone in your household currently receiving:

- | | | | | |
|-----------------------------------|--------------------------|-----|--------------------------|---------------------|
| Social Security | <input type="checkbox"/> | You | <input type="checkbox"/> | Other Family Member |
| Supplemental Security Income/ SSI | <input type="checkbox"/> | You | <input type="checkbox"/> | Other Family Member |
| Food Stamps | <input type="checkbox"/> | You | <input type="checkbox"/> | Other Family Member |
| AFDC | <input type="checkbox"/> | You | <input type="checkbox"/> | Other Family Member |
| General Relief | <input type="checkbox"/> | You | <input type="checkbox"/> | Other Family Member |

Are you currently covered by Medicare? Yes No Number: _____

Are you currently covered by Medical Assistance? Yes No Number: _____

Are you currently covered by Health Insurance? Yes No Number: _____

In case of an emergency, please give us the name of your physician and what city he/ she is located in:

In case of an emergency, please give us the name and phone number of someone to contact:

Name: _____

Phone: _____ Relationship: _____

NOTICE TO CLIENTS
CONTACT BY CALUMET COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

State and Federal confidentiality laws do not allow Calumet County Department of Health and Human Services to disclose that individuals receive services from the Department except in certain emergency situations as required by law or with the specific consent of the client. Therefore, when attempting to contact you to schedule or change appointments or to discuss any service issues, Calumet County Department of Health and Human Services will not leave messages at your home or work place that might identify you as a client of the Department unless you provide specific authorization for such message.

If it is agreeable for messages to be left at your home or work place, please complete the form below. Please inform us of any change in your home or work situation or in this authorization.

I, _____, do hereby authorize Calumet County Department of Health and Human Services to contact me in the following manner:

1. At my home phone number of _____
May we leave a message on the voice mail/answering machine for this number? No Yes
May we leave a message with anyone? No Yes If so, who? _____
E-mail address: _____
The best time to contact me is: _____
The best time for an appointment is: _____
The following instructions are to be followed: _____

2. At my place of employment during the hours: _____
May we leave a message on the voice mail/answering machine for this number? No Yes
May we leave a message with anyone? No Yes If so, who? _____
E-mail address: _____
The best time to contact me is: _____
The best time for an appointment is: _____
The following instructions are to be followed: _____

3. Other: _____

4. Emergency Contact information: _____
Emergency Contact person: _____
Phone: _____

I also give Calumet County Department of Health and Human Services authorization to contact my insurance company to obtain any necessary prior authorization.

Verbal Authorization: _____ Date: _____
(Staff Signature)

Client Signature: _____ Date: _____

**AGREEMENT ON THE USE OF ELECTRONIC MAIL AND TEXT MESSAGING
FOR CONSUMER COMMUNICATIONS**

The use of e-mail or text messaging may be used to enhance communications between Consumer and the Calumet County Department of Health and Human Services (“Provider”).

The following policies and procedures are established to communicate the importance of the confidential Provider-Consumer relationship. This may include protected personal and health information. The term provider includes any employee of Calumet County DHHS. In signing this agreement the Consumer understands the information provided. This agreement can be terminated at any time.

1. Use of E-mail or Text Messaging Communications. Consumer agrees and understands that Consumer may use e-mail or texting to communicate with Provider regarding certain administrative matters arising from services rendered to Consumer. Consumer shall not use e-mail or texting to communicate with Provider and shall use other means of communication (e.g., telephone, personal visit) for:

- (a) emergencies or other time-sensitive issues;
- (b) highly confidential and/or personal information.

The Provider shall make a reasonable attempt to return all e-mail or text messages received within two (2) business days or to notify the Consumer that the Provider is unavailable. Notwithstanding the foregoing, if Consumer does not receive a response by the close of business on the second business day following Consumer's e-mail or text message, Consumer agrees to use other means of communication to contact the Provider. Similarly, Consumer agrees that Providers may use their reasonable professional judgment to determine whether any response by e-mail or text message is appropriate or practical, and request that Consumer either speak with the Provider by telephone or make an appointment for an in-person visit.

2. Composing E-mail or Text Messages. When composing e-mail or text messages to Providers, Consumer shall:

- (a) Write concisely.
- (b) For emails only: Include Consumer's first and last initials only in the subject line, and a brief description of the nature of the request.
- (c) Keep copies of e-mail or text messages sent and received.
- (d) When requested by Provider, send a reply to the Provider to acknowledge receipt and review of e-mail or text message from Provider.

3. Access to Consumer's E-mail or Text Communications. By entering into this Agreement, Consumer understands and acknowledges that it may be necessary for Providers other than the Provider to whom the message is addressed to access e-mail or text messages sent by Consumer to the Provider, in order to help Provider organize and respond to e-mail or text messages received from Consumer, to cover for Provider if Provider is not available, and, in some cases, to assist in generating a response. Consumer hereby authorizes any Provider of the Practice to access Consumer e-mail or text messages. Further, the Provider may use non-clinical personnel to organize and respond to e-mail or text messages regarding billing or other administrative matters. Consumer hereby authorizes personnel of the Provider's organization to access e-mail or text messages sent to Providers which include inquiries related to administrative matters.

4. No Liability. Consumer agrees that e-mail and/or text communications with the Provider or any other provider is offered as a convenience to Consumer, and Consumer shall not hold the Provider responsible for any expense, loss, or damage caused by, or resulting from: (i) a delay in the Provider's response to Consumer, or any damage to Consumer resulting from such delay, due to technical failures, including, but not limited to, technical failures attributable to the Provider's internet service provider, cellular service provider, power outages, failure of the Calumet County electronic messaging software, failure by Provider or Consumer to properly address e-mail or text messages, failure of the Provider's computers or computer network, or faulty telephone or cable data transmission; (ii) any interception of Consumer's or Provider's e-mail or text communications by a third party; or (iii) Consumer's failure to comply with the guidelines regarding use of e-mail or text communications set forth in Section 1, above.

5. Confidentiality. Provider shall exercise reasonable efforts to ensure the confidentiality of Consumer e-mail or text communications, however, Consumer understands that e-mail and/or text communications to the Provider's organization are not secure, and there is therefore some possibility that the confidentiality of such communications will be breached by a third party. **Communication regarding highly confidential medical and/or personal matters should therefore be reserved for other forms of communication (e.g., telephone, personal visit).** If Consumer accesses Provider through an employer's e-mail system or cellular text messaging service, Consumer should be aware that the Provider's employer has the right to review any e-mail or text message communications transmitted through the Provider's e-mail system.

6. Archiving. The Provider may keep copies of e-mail and text messages that Consumer sends to Providers and may include such messages in Consumer's medical record.

7. Termination. This Agreement may be terminated by the Provider if the Provider determines that the Consumer has failed to comply with its provisions. Upon Termination of this Agreement, the Provider will no longer respond to the Consumer's e-mail and/or text communications in the regular course of providing services to the Consumer. However, the Provider shall reserve the right to respond to any e-mail or text communications from the Consumer, if Provider determines that such a response is appropriate or practical.

8. Miscellaneous. This Agreement shall constitute the entire understanding between the parties with respect to e-mail and text communications, and shall supersede any prior understanding or agreement between the parties, whether oral or written.

A copy of this policy may be provided upon request.

Signature of Consumer or Consumer's Personal Representative

Date

Consumer's Name (Printed)

WHAT IS THE COST OF MEDIATIONS?

The fee for mediation in Calumet County is \$320. One half of the fee (\$160) must be prepaid to the Department of Health and Human Services by each parent before an appointment for mediation can be set. Fees may be reduced or waived by contacting the Calumet County Department of Health and Human Services Billing Clerk to determine their ability to pay.

The first appointment is scheduled as a two hour block of time which includes orientation. If parents choose not to mediate after the orientation session, a full refund may be granted. If parents choose to continue with mediation after the review, parents are asked to sign an Agreement to Mediation form and continue the mediation process.

Finally...

Settlements reached by one party winning and the other losing rarely last and usually breed additional conflicts.

The mediation process uphold the parental right of parents to make decisions regarding their children and promotes the philosophy that both parents are capable of making responsible decisions that are in the best interest of their children.

Mediation Of Physical Placement/Custody Issues



Calumet County
Department of Health and
Human Services
206 Court Street
Chilton, WI 53014
(920) 849-1400
(833)620-2730

CONFLICT

Conflict is a normal part of our daily life. For most people, conflict is often threatening and stressful; however, conflict can result in the production airing of differences that lead to creative solutions which address the changing needs of family members.

The manner in which parents handle periods of physical placement (visitation) and/or custody issues has a substantial bearing on their children's adjustment and emotional wellbeing. Even in the face of anger, fear and hurt, it is possible for parents to negotiate an agreement which balances the interests of each family member.

MEDIATION

Mediation is one way for family members to resolve their conflicts.

Per Wisconsin Statutes, all disputed physical placements and/or custody issues as it relates to divorce or paternity must be referred by the court for mediation prior to formal court action.

WHAT IS MEDIATION

Mediation is a process in which a trained mediator works with parents in a problem solving process to define disputed issues and reach agreements that are in everyone's best interest. The mediator is not an advocate for either party, and will not make decisions for you. The mediator will try to help you to communicate more effectively, clarify the needs

of your children, and assist you in working toward a cooperative parental relationship.

HOW DOES MEDIATION WORK?

The parents will meet with the mediator together in a neutral setting to discuss the disputed child related issues. The mediator guides the communication process so that everyone's position and priorities will be heard, understood and considered. Disputed issues will be defined and discussed one at a time for clarification and exploration of possible options. The mediator may offer suggestions but the final agreement is that of the parents.

WILL THE MEDIATOR MEET WITH THE CHILDREN?

The first appointment is scheduled with only the parents present. At that appointment the mediator may request to meet with the children when age appropriate to aid the parents in making responsible decisions based on the children's individual needs.

The mediator may also request to meet with the stepparents or other significant persons who are directly involved with the children. Their input may be important in resolving disputed issues.

DO I NEED TO HIRE AN ATTORNEY?

Not all parties referred for mediation are represented by an attorney, however, mediation is not a substitute for independent legal advice. Attorneys advocate for their clients' best interest, help them understand the

law, work toward resolution of related financial issues, and assist in completing the legal process. Most often attorneys do not attend mediation sessions.

ARE AGREEMENTS REACHED IN MEDIATION LEGALLY BINDING?

Once an agreement is reached, it is signed into order by the court and is legally binding. Mediated agreements can be changed by mutual agreement as the needs of the family and children change.

WHAT IF AN AGREEMENT CANNOT BE REACHED?

Most often when an agreement is not reached in mediation, many of the issues are resolved in the process. Importantly, even partial agreements narrow the field of conflict and save you stress, time and money.

Should it be necessary for the court to make a decision regarding physical placement and/or custody of your children, the court must first appoint an attorney (Guardian ad Litem) to represent the children. The court may also choose to order Psychological Evaluations of the parties and request Family Court Services to complete an Investigation/Evaluation and make a recommendation regarding the disputed issues.

Fees for the Guardian ad Litem, Psychologist, and Court Ordered Investigation are most often at the expense of the parties.