

MEDIATION

- Couples/Marital Problem-Solving
- Family
- Parent-Teen/Child
- Sibling
- Couple Dissolution

FAMILY ADVOCACY

- Parenting Plans
- GAL
- Parenting Evaluations
- Post-Decree Parent Coordination

FAMILY CONSULTANT

- On Parenting
- On Developmental Stages
- On Adolescence
- On Newborns
- On Early Childhood
- Teen Talks
- High-Conflict Co-Parenting

RELATIONAL ADVISING

- Gottman
- Five Love Languages
- Sexological Somatic Practice
- Developmental Shifts in the Lifespan

In consideration of receiving services from the D-I-V Design Agency, LLC, I agree to enter into this mediation in good faith by sincerely attempting to resolve this dispute.

I understand that mediation is a voluntary process and that any party may withdraw at any time. I also understand that any settlement agreement must be mutually acceptable to the parties.

I agree to accept the mediator(s) as impartial facilitator(s) of the mediation process. I understand that the sole function of the mediators assigned to this case is to act as impartial facilitators of the process. I understand that the mediator(s) will not act as a judge or arbitrator; represent or advocate for any party; or provide legal advice. I understand that it is the responsibility of each party to get any needed legal advice for the mediation from someone other than the mediator(s). I understand that I am encouraged to seek legal advice at any time.

I understand that all mediation communications are privileged, which means they cannot be disclosed in any later formal settings (e.g.: administrative, arbitral, or legal proceedings) under the Washington Uniform Mediation Act (UMA), RCW Chapter 7.07, except mediation communications that relate to threats of harm, criminal activity, professional misconduct or abuse of a vulnerable person, and this Agreement to Mediate and the Settlement Agreement. It is understood that limited disclosures may be made by mediation participants when required by law, written workplace policy, or safety concerns. I understand that the following exceptions will not be confidential or privileged and may be disclosed:

- Any written agreement;
- Threats to inflict bodily injury or commit crimes of violence;
- Plans to commit a crime or conceal ongoing criminal activity;
- Claims of professional misconduct or malpractice occurring during the mediation; and
- Admissions or allegations of abuse or neglect of a child, disabled person or elder, or other vulnerable person.

I understand that documents and evidence that existed before the mediation do not become privileged by reason of their use in the mediation. I understand that in limited circumstances, a judge may allow mediation communications to be introduced in a criminal felony proceeding, a proceeding challenging the mediation settlement agreement, or a proceeding regarding a post-decree mediation mandated by a parenting plan.

By signing this document, I agree not to subpoena the Mediator(s) or any observers to testify or produce records, notes or work products in any legal, administrative or arbitral proceedings. I agree to hold harmless in any future legal or administrative proceedings, any D-I-V Design Agency employee, volunteer and/or mediator from any difficulties that may arise from the mediation session(s) or a resulting agreement. No recordings or other stenographic records will be made during the mediation.

Dated _____, 202__.

Name Signature

Name Signature



WORKING RELATIONSHIP AGREEMENT

MEDIATION

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I commit to the mediation process as a space where understanding, mutual trust, emotional safety and support are enhanced and encouraged. The role of D-I-V Design Agency and Amy M. Baker, as well as any representatives or co-mediators associated with D-I-V, is in service to the Client and our work is Client-centered. We use three main types of mediative practice: Facilitative (interest-based), Narrative, and Transformative. The success of any mediation depends on the client's willingness to take risks and try new approaches. The relationship is designed to be more direct, sometimes challenging, but ultimately transformational. You can count on the D-I-V neutral to be discerning, judicious, and facilitative in approaches to dialogue and engaging parties in discussions that yield actionable outcomes, but it is ultimately determined by your willingness to be open, vulnerable, communicative, and willing to adopt new ideas outside of the stance with which you may have entered into mediation. Therefore, please read each question and initial below*.

*Any party who will participating in mediation and is age 18 or older to independently consent to services must initial. For participants younger than 18 years of age, please read and initial this together (such as for a Parent-Adolescent or Sibling mediation).

1. _____ I agree to enter into the mediative process with an openness and willingness to be vulnerable and to engage productively in what may be a difficult discussion, even when I feel defensive.
2. _____ I agree to abide by rules of common courtesy and non-violent communication.
3. _____ I agree to take responsibility for my own choices, decisions and actions throughout the mediation process.
4. _____ I agree to approach my mediation session(s) mentally and emotionally prepared and free of the influence of any mood or mind-altering substance.
5. _____ I agree to keep all conversation and discoveries during the mediative process confidential and agree not to engage in discussion with any party outside of the mediation session(s). Doing so undermines the opportunity for goodwill and continued dialogue, and creates a threat to the safety and confidentiality of the participants in the mediative space.
6. _____ I acknowledge that the mediation session allows me to be challenged and that the mediator and/or other party may use inquiry or challenge me to consider other possible outcomes of my/our making.
7. _____ I agree to be honest and straightforward with myself and within the process concerning those issues blocking me from moving forward to create a fulfilling outcome, and understand that there are avenues for confidential discussion within the mediation.
8. _____ I agree to work to clarify what I want to accomplish, and to set goals and create co-agreed, actionable items, if possible, with the other participant(s) in the mediative discussion.
9. _____ I agree to utilize the process with open engagement and positivity.
10. _____ I acknowledge that all notes from the session will be gathered by our mediator and will be shredded and destroyed at the end of our session.
11. _____ I agree that responsibility and accountability for the outcomes of this mediation, including my choices, goals, and decisions are reflective of the work the participants are able to accomplish during a mediation session, and such outcomes are solely based on a mutually agreed upon decision by myself and the other party to this mediation.
12. _____ I understand that while my D-I-V mediator is committed to making the best possible effort to achieving positive outcomes in mediation, neither my mediator nor D-I-V Design Agency, LLC is able to guarantee results in any way, and I agree to hold him/her/the agency harmless.

DATED this _____ day of _____, 202_____.

Signature

Date

Name



MEDIATION FINANCIAL AGREEMENT

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I need: Dissolution Mediation Marital Mediation Parent-Adolescent Family
 Establish Parenting Plan Modify PP Other _____

Preferred schedule: _____ Preferred start date: _____

Monday Tuesday Wednesday Thursday Friday
 Mornings (8 - 11) Afternoons (12-3) Evenings (6-9) Weekend/Other

Duration of services: Once Weekly Bi-Weekly Monthly

Agreements

_____ I understand that I will not be billed or invoiced for services and that payment is due before the start of each session.

_____ Sessions will begin promptly at the scheduled start time and finish at the scheduled end time. Additional time is pro-rated in 15-minute increments and must be paid at time of service. The fee for each session is pre-paid and is non-refundable if less than 48 hours notice is given to re-schedule. (See Fee Schedule & Price Sheet)

_____ Parties to a Dissolution are typically required to pay 50-50. If there is a decree stating that parties pay according to the Child Support Schedule, D-I-V will honor that.

_____ D-I-V occasionally works on a sliding fee. I agree that to be considered for a sliding fee, a copy of all my bank records and pay stubs must be submitted for the previous three months, as well as my most recent year's tax return.

_____ Payment may be made by Zelle, Venmo, Square Cash, credit card, cash, or check.

_____ Payments made via PayPal or credit card will be charged an additional 3.5% for service

_____ Checks returned for NSF will incur a \$75 returned check fee by D-I-V Design Agency. I agree to pay this fee.

_____ I understand that failure to pay a NSF fee or an unpaid session due to inadequate cancellation notice or no-show will result in termination of services and the charge for service will be due immediately. I further agree that if D-I-V is required to initiate legal proceedings to collect any of the fee, they shall be entitled to reimbursement for reasonable attorney's fees, costs, and 1.5% interest compounded monthly from the date payment is due. I further agree that, should collection proceedings be necessary, the matter shall be filed in King County, Washington.

_____ I have read and received a copy of this D-I-V Design Agency Agreement and agree to pay on or before services received at D-I-V.

_____ I agree to read and abide by the Cancellation policy.

Termination: This agreement may be terminated by Client or D-I-V Design Agency, LLC or Amy M. Baker at will.

DATED this _____ day of _____, 202_____.

Signature

Date

Name



AMY M. BAKER
mediator & family advocate

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CONFIDENTIALITY AGREEMENT

1. _____ I have been informed that any information provided to my D-I-V mediator by me or others will be kept strictly confidential. All information whether electronic or in other formats may only be shared with my written consent and will be destroyed upon termination of services.
2. _____ It is impossible to protect the confidentiality of information that is transmitted electronically. This is particularly true of e-mail and information stored on computers that are connected to the internet, which do not utilize encryption and other forms of security protection. However, to the extent reasonably possible by the D-I-V Design Agency, all electronic information for the scheduling of a mediation session will be deleted from our hard drives and email accounts once the mediation has settled, or in the event that it does not schedule, or in the event that mediative or other Family Advocate services have been terminated.
3. _____ I understand that my D-I-V Design Agency, Amy M. Baker, and any other representatives or associates of D-I-V Design Agency are Washington State mandated reporters, and are required to report to local authorities any indications of abuse or neglect of a child or vulnerable adult, any admission of criminal activity, or indications of intent to cause imminent harm to myself or others. I have been advised that full information regarding the mandated reporter responsibility can be found in the Washington State Department of Health Administrative Code Chapter 246-16 WAC.
4. _____ I understand that all mediation communications are privileged, which means they cannot be disclosed in any later formal settings (e.g.: administrative, arbitral, or legal proceedings) under the Washington Uniform Mediation Act (UMA), RCW Chapter 7.07, except mediation communications that relate to threats of harm, criminal activity, professional misconduct or abuse of a vulnerable person, and this Agreement to Mediate and the Settlement Agreement. It is understood that limited disclosures may be made by mediation participants when required by law, written workplace policy, or safety concerns. I understand that the following exceptions will not be confidential or privileged and may be disclosed: a) Any written agreement; b) Threats to inflict bodily injury or commit crimes of violence; c) Plans to commit a crime or conceal ongoing criminal activity; d) Claims of professional misconduct or malpractice occurring during the mediation; and e) Admissions or allegations of abuse or neglect of a child, disabled person or elder, or other vulnerable person.
5. _____ I understand that documents and evidence that existed before the mediation do not become privileged by reason of their use in the mediation. I understand that in limited circumstances, a judge may allow mediation communications to be introduced in a criminal felony proceeding, a proceeding challenging the mediation settlement agreement, or a proceeding regarding a post-decree mediation mandated by a parenting plan.

DATED this _____ day of _____, 202_____.

Signature

Date

Name





MEDIATION

	Description	Duration	Session	Block
Marital	Navigate conflict and/or repair. 90-minute session.	On demand	\$350	\$1100 6 sessions
Dissolution	Uncoupling on your terms as a couple.	Four-hour increments (3-7 sessions is typical)	\$800	
Parent-Teen	New agreements with one or both parents.	On demand 2-3 hours.	\$450 DDA provides 50% of the payment for minors.	
Parenting Plan	New or modified PP.	On demand 3-hour mediation	\$625	
Family or Sibling Mediation	Navigate family narratives and conflict.	2-3 hours based on ages of children and participants.	\$450-625 DDA comps the fee for minor participants.	

FAMILY & PARENTING SUPPORT

	Description	Duration	Session	Block
Parenting Classes	Developmental support & education.	Spring and Fall 90 mins/wk.		\$200 8-week
Individual Parenting Support	Developmental education.	On demand 90 mins.	\$225 in-house +\$50-75 travel fee in-home.	\$200 8-week
Guardian ad litem	Child advocacy in dissolution or Dependency	20-hour retainer.	\$225/hr. Min. 20 hours.	\$4500 retainer
Parenting Evaluation	Divorce proceeding evaluation of both parents while actively parenting + report.	20-hour retainer.	\$225/hr. Min. 20 hours.	\$4500 retainer
Parenting Coordination & Post-Decree Case Management	Help with high-conflict parenting and parallel parenting plans.	On demand and Ongoing.	\$225/hr.	\$4200 retainer 20 hours.

HOURLY RATE \$225

For sessions that go over their allotted time, overtime is billed in 15-minute increments and is due at the time of service. Payments are expected to be 50-50, unless there is another agreement or court order in place. Hourly rate applies to research, phone calls, prep, emails, and authorized third-party communiqués.

SLIDING FEE SCALES

We provide some sliding fee hours each month based on financial need and time availability.





RE-SCHEDULING & CANCELLATIONS

Sessions will begin promptly at the scheduled start time and finish at the scheduled end time. Additional time is pro-rated in 15-minute increments and must be paid at time of service. The fee for each session is pre-paid and is non-refundable if less than 48 hours notice is given to re-schedule.

Cancellations may be made without penalty 7 business days prior to the scheduled mediation.

There is a 50% penalty for cancellations made 3-7 business days prior to the scheduled mediation.

Mediations and/or sessions are non-refundable if made with less than 48 hours' notice prior to the scheduled session.

