

# Rum River Counseling, Inc.

Individual, couple & family counseling

Phone: (763) 482-9598

Fax: (612) 235-6447

www.rumrivercounseling.com

## AGREEMENT TO MEDIATE

Mediation is an opportunity for a supportive and enhanced conversation about issues that the clients are either disagreeing about or are uncertain about. The mediator will enhance and support the conversation by providing reflection of what each client communicates, summaries of what both clients communicate, and support for the clients' process of decision making.

### 1. MEDIATOR

- a. **QUALIFICATIONS** - Minnesota Statute sec. 572.37 requires that clients be informed of their mediator's qualifications. Amanda Pikala completed "Certified Family and Divorce Mediation Training: The Transformative Approach" through Simon Mediation in 2017. Amanda received her Bachelors in Psychology from the University of Minnesota Duluth in 2011 and received her Masters in Marriage and Family in 2014. Amanda is a Licensed Marriage and Family Therapist in the State of Minnesota.
- b. **ROLE** – Clients understand that Amanda will not and cannot provide legal advice to either client. If a client has a question about legal rights or strategies, he or she may consult with an attorney. General legal information that the mediator may provide does not apply to specific facts of the case, and, therefore, should be interpreted only as general information and not legal advice.

2. **CONFIDENTIALITY** – The clients agree to maintain confidentiality regarding information obtained in any mediation session, including the orientation, and understand that neither the mediator nor records nor documents related to the mediation may be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process. The clients agree to not call the mediator as a witness in any litigation. The clients agree to not require the production of any documents or records made by the mediator.

- a. **EXCEPTIONS** to confidentiality are as follows:
  - i. Where disclosure is required by statute (abuse or neglect of children or vulnerable adults and/or "duty to warn" obligations); or
  - ii. Where consultation is needed to ensure mediator is acting in best practice; or
  - iii. Where disclosure is necessary to prove a claim of mediator misconduct; or
  - iv. When mediation is pursuant to a court order, the mediator may disclose the following:
    1. Whether the clients met with the mediator.
    2. Whether agreements were or were not reached.
    3. Whether future sessions are scheduled.

3. **TERMINATION** – Any client may terminate the mediation at any time, verbally or in writing, with or without cause. The mediator may also choose to terminate mediation and will prorate the cost of the session.

Andover  
1875 Station Pkwy NW  
Andover, MN  
55304

Blaine  
11870 Ulysses St NE  
Suite 200  
Blaine, MN  
55434

St. Paul  
1208 Grand Ave  
Suite 103  
St. Paul, MN  
55105

Plymouth  
18205 45th Ave N  
Unit D  
Plymouth, MN  
55446

Ramsey  
14000 Sunfish Lake Blvd  
Suite 205  
Ramsey, MN  
55303

Becker  
12390 Sherburne Ave. SE  
Becker, MN  
55308

# Rum River Counseling, Inc.

Individual, couple & family counseling

Phone: (763) 482-9598

Fax: (612) 235-6447

www.rumrivercounseling.com

**4. INDIVIDUAL MEETINGS** – If the clients chose, the mediator may meet separately with either of both of the clients. The mediator will share with each client anything the mediator says to the other client.

## 5. FEES

- a. Mediation sessions can be scheduled for any length of time, with a minimum of 1 hour sessions. The mediator breaks every 50 minutes for 10 minutes. Clients can break at anytime as well.
- b. A credit card will be required to book a mediation session. This card will be only be charged in the event of a cancellation fee.
- c. The mediator shall be compensated at the rate of \$150.00 per hour (50 minute hours). Compensation will be for time **during sessions** and a prorated charge is applicable to **administrative time** spent (phone calls, emails, etc. when requested).
- d. Payment of the entire scheduled session must be made prior to beginning the session.
- e. **CANCELLATION / NO-SHOW POLICIES**
  - i. Sessions cancelled **less than 24 hours will be charged half of the scheduled session cost.**
  - ii. There is no charge for sessions cancelled with more than 24 hours notice.

_____	_____	_____
Mediator Printed Name	Signature	Date

_____	_____	_____
Client Printed Name	Signature	Date
_____	_____	_____
Attorney Printed Name	Signature	Date

_____	_____	_____
Client Printed Name	Signature	Date
_____	_____	_____
Attorney Printed Name	Signature	Date

Andover  
1875 Station Pkwy NW  
Andover, MN  
55304

Blaine  
11870 Ulysses St NE  
Suite 200  
Blaine, MN  
55434

St. Paul  
1208 Grand Ave  
Suite 103  
St. Paul, MN  
55105

Plymouth  
18205 45th Ave N  
Unit D  
Plymouth, MN  
55446

Ramsey  
14000 Sunfish Lake Blvd  
Suite 205  
Ramsey, MN  
55303

Becker  
12390 Sherburne Ave. SE  
Becker, MN  
55308