

**MEDIATION SUPPORT AGREEMENT** (DATED .....)  
**Commonwealth of Virginia**

This Court's Case No. ....  
DCSE ID No. ....

..... [ ] Juvenile and Domestic Relations District Court [ ] Circuit Court

.....  
STREET ADDRESS OF COURT

Petitioner:  
[ ] Identifying information not provided for good cause shown  
Residential Address:

**v.** Respondent:  
[ ] Identifying information not provided for good cause shown  
Residential Address:

Residential Telephone No.:

Residential Telephone No.:

Mailing Address if Different:

Mailing Address if Different:

Social Security No. (last 4 digits only):  
Driver's Lic. No. & State:  
Date of Birth:

Social Security No. (last 4 digits only):  
Driver's Lic. No. & State:  
Date of Birth:

Employer:

Employer:

Address:

Address:

Telephone No.:

Telephone No.:

**PRESENT:** [ ] Petitioner [ ] Attorney/ Guardian Ad Litem for Petitioner [ ] DCSE Representative [ ] Attorney for DCSE  
[ ] Respondent [ ] Attorney/ Guardian Ad Litem for Respondent [ ] Guardian Ad Litem for child(ren) [ ] Mediator

[ ] The parties agree that [ ] this (these) dependents [ ] a parent of the Respondent in necessitous circumstances:

NAME	SOC. SEC. # (last 4 digits only)	SEX	DATE OF BIRTH	RELATIONSHIP TO RESPONDENT
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

is (are) entitled to support from the Respondent, and that the Respondent is chargeable with support as alleged in the petition.  
Therefore, the parties agree that the Respondent is to pay:

[ ] \$ ..... per month CURRENT CHILD SUPPORT effective ..... for all children listed above; **OR**  
[ ] \$ ..... per month CURRENT CHILD SUPPORT effective ..... divided among the above-listed children as follows:

\$ ..... for ..... \$ ..... for .....  
\$ ..... for ..... \$ ..... for .....

[ ] \$ ..... per month CURRENT SPOUSAL SUPPORT effective .....  
[ ] \$ ..... per month COMBINED CHILD-SPOUSAL (UNITARY) SUPPORT effective .....  
[ ] \$ ..... per month SUPPORT FOR A PARENT effective .....  
[ ] \$ ..... per month PAYMENT TOWARDS ARREARAGES OF \$ .....

**TOTAL \$ ..... per month payable, first payment due on the 1<sup>st</sup> day of ....., and each subsequent payment is due on the 1<sup>st</sup> day of each month thereafter.**

**Payments may be made in intervals of ..... , per ..... , beginning on .....**

PAYMENT AMOUNT INTERVAL DATE

All support paid shall be credited to current support first and the remainder shall be credited to arrearages.

Child support shall terminate on a child’s eighteenth birthday; however, support shall continue for any child who is over the age of eighteen and (i) a full-time high school student, (ii) not self-supporting and (iii) living in the home of the parent receiving child support, until the child reaches the age of nineteen or graduates from high school, whichever occurs first; and if any arrearages for child support, including interest or fees, exist at the time the youngest child emancipates, payments shall continue in the total amount due until all arrearages are paid. If the above current child support is not divided per child, the ordered amount cannot be changed except by a court.

[ ] Support for \_\_\_\_\_, a child whom the court has determined (i) is severely and permanently mentally or physically disabled, and such disability existed prior to the child reaching the age of 18, or the age of 19 if the child was a full-time high school student, not self-supporting and living in the home of the parent seeking or receiving child support; (ii) is unable to live independently and support himself and (iii) residing in the home of the parent seeking support.

ARREARAGES:

[ ] No arrearages exist as of .....

[ ] \$ ..... child support arrearage owed by Respondent.

[ ] \$ ..... spousal support arrearage owed by Respondent.

[ ] \$ ..... unitary (child/spousal) support arrearage owed by Respondent.

[ ] \$ ..... total SUPPORT arrears owed by Respondent [ ] with interest included [ ] without interest included

[ ] arrears include an assessment from the effective date of this order to the first payment due date.

[ ] This total includes TANF debt or other public funds paid prior to the effective date of this order of \$ ..... for ..... months.

These arrearages are calculated as of the date of this Agreement including support owed for the current month. This amount does not include payments made after \_\_\_\_/\_\_\_\_/\_\_\_\_, and respondent shall be credited for any payments made thereafter. Interest shall continue to accrue on unpaid arrearages at the judgment rate unless the petitioner, in a writing submitted to the court, waives the collection of interest.

OVERAGES:

[ ] \$ ..... child support overage paid by and owed to [ ] Respondent [ ] Petitioner.

[ ] \$ ..... spousal support overage paid by and owed to [ ] Respondent [ ] Petitioner.

These overages are calculated as of the date of this Order including support paid for the current month.

These overages are to be paid as follows: .....

PAYMENT: Payment shall be made payable to:

[ ] Petitioner at the address shown in the beginning of the Agreement.

The parties shall give the court at least 30 days written notice, in advance, of any proposed change of residential and, if different, mailing address and of any change of telephone number within 30 days of the change. Respondent is required to keep the court informed of the name, address, and telephone number of his/her current employer, and must inform the court in writing of any change in employment status or if Respondent has filed a claim for or is receiving benefits under Title 60.2 (unemployment compensation) within 30 days of the change or filing.

[ ] Treasurer of Virginia and sent to Treasurer of Virginia – Payments, P.O. Box 28990, Richmond, Virginia 23228-8990 unless otherwise instructed by that agency or this Court and shall contain the following:

- 1. Check or money order made payable to the Treasurer of Virginia.
2. Print on the check or money order:
- Your name and social security number
- Petitioner’s name as shown on the first page of this agreement
- The DCSE ID No. shown on the first page of this agreement. If no such number is shown, use this Court’s name and case number as shown on the front page of this agreement until that number is sent to you; then start using the DCSE ID No.

The parties shall give the Virginia Department of Social Services and the court, at least 30 days written notice, in advance, of any proposed change of residential and, if different, mailing address and of any change of telephone number within 30 days of the change. Respondent is required to keep the Virginia Department of Social Services and the court informed of the name, address and telephone number of his/her current employer, and must inform the Virginia Department of Social Services in writing of any change in employment status or if Respondent has filed a claim for or is receiving benefits under Title 60.2 (unemployment compensation) within 30 days of the change or filing.

[ ] The parties shall also give each other at least 30 days written notice, in advance of any change of residential and, if different, mailing address and of any change in telephone number within 30 days after the change.

HEALTH CARE PROVISIONS:

- [ ] Respondent [ ] Petitioner shall provide health care coverage for the [ ] child(ren) [ ] spouse and shall deliver the document necessary for the use of such coverage by the dependents
[ ] Respondent [ ] Petitioner shall provide dental care coverage for the [ ] child(ren) [ ] spouse and shall deliver the document necessary for the use of such coverage by the dependents
[ ] Respondent [ ] Petitioner shall provide vision care coverage for the child(ren) and shall deliver the document necessary for the use of such coverage by the dependents.
[ ] Respondent [ ] Petitioner presently has health care coverage and shall maintain it [ ] or comparable coverage [ ] as long as eligible.

Health Insurance Provider ..... Policy name .....

Name of Policy Holder ..... Policy number .....

In the event of any change in health insurance, the responsible party is required to notify the opposing party of the change. The responsible party shall inform the Virginia Department of Social Services, if support payments are ordered to be paid through the Virginia Department of Social Services, or the opposing party, if support payments are ordered to be paid directly to the opposing party, of any changes in the availability of the health care coverage for the minor child or children.

- [ ] The parties agree that "health care coverage" as defined by the statute is not available at "reasonable cost" as defined by statute, and therefore, the parties agree that neither the Respondent nor the Petitioner will be required to provide health care coverage.
[ ] Any reasonable and necessary unreimbursed medical and dental expenses for each child covered by this agreement shall be paid in the following manner: ..... % Respondent ..... % Petitioner.

OTHER PROVISIONS:

- [ ] Reasonable and necessary unpaid expenses of the mother's pregnancy and delivery of a child born during the 6 months before this initial child support proceeding was commenced, [ ] and expenses required under Va. Code § 20-49.8, of \$..... are [ ] ordered to be paid ..... % by Respondent and .....% by Petitioner [ ] not ordered to be paid for good cause shown or the parties' agreement.
[ ] Respondent [ ] Petitioner agree to execute the appropriate tax forms or waivers to grant the other party the right to take the income tax dependency exemption and any credits resulting from such exemption for tax years .....

for ..... CHILD OR CHILDREN ..... for federal and state income tax purposes.

- [ ] A license, certificate, registration or other authorization to engage in a profession, business, trade, occupation, or recreational activity issued by the Commonwealth of Virginia is held by

Table with 3 columns: TYPE OF LICENSE, AGENCY GRANTING LICENSE, LICENSE NUMBER. Rows for Respondent and Petitioner.

Upon a delinquency of a support payment for a period of 90 days or more, or in an amount of \$5,000 or more, a petition may be filed for suspension of any license, certificate, registration or other authorization to engage in a profession, trade, business, occupation, or recreational activity issued by the Commonwealth. Virginia Code § 20-60.3.

- [ ] Withholding from income will be ordered payable through the Virginia Department of Social Services by [ ] court income deduction order or [ ] administrative order for income withholding.
[ ] Immediate withholding from income will not be ordered, pursuant to this written agreement between the parties.

The parties further agree that:

- [ ] This agreement was determined based on the following custody guidelines: [ ] sole [ ] shared [ ] split [ ] multiple shared [ ] sole and shared [ ] split and shared. A copy of the guidelines is incorporated in this agreement.
[ ] The parties agree to a child support amount that is different than the amount based on the child support guidelines, a copy of which is incorporated in this agreement, for the following reasons:

[ ] The Respondent is also required to post with the Clerk a recognizance pursuant to § 20-114 of § ..... with/without surety.

[ ] The Respondent shall also pay: \$ ..... reimbursement of costs to the Petitioner due .....
\$ ..... attorneys' fees to the Petitioner's attorney due .....

If arrearage amount equals or exceeds 3 months owed, reasonable attorneys' fees must be ordered pursuant to Virginia Code § 16.1-278.18, and may be ordered pursuant to § 20-78.2.

Mediation conducted by: ..... NAME OF MEDIATOR SIGNATURE OF MEDIATOR DATE

UNDERSTANDING AND DISCLOSURE:

The parties agree that the terms and conditions set forth in this agreement are the result of full and substantial disclosure of all relevant property and financial information. The parties further understand that they have the opportunity to have this Mediation Agreement reviewed by independent legal counsel prior to signing it or have chosen to waive the opportunity to do so. Notice: Any party who has legal counsel of record may not waive the opportunity to have this agreement reviewed by legal counsel. The parties understand and request that this agreement be incorporated into the order for support which will contain any additional legal requirements for support orders under Virginia law.

..... DATE PETITIONER DATE RESPONDENT

SEEN: (if represented by counsel)

..... DATE ATTORNEY FOR PETITIONER DATE ATTORNEY FOR RESPONDENT

..... DATE ATTORNEY FOR DCSE