



THE BAR ASSOCIATION OF
SAN FRANCISCO

CONFLICT RESOLUTION CONSULTING PROCEDURES

August, 2019

BASF's Conflict Resolution Consulting Program provides confidential consultation and support in de-escalating tensions and restoring constructive dialogue.

1. CASE ASSIGNMENT

Consultation is available whether the conflict is a matter filed in Court or not. It is designed to assist a party in learning skills to more effectively communicate with the other parties in the conflict.

2. FEES AND COSTS

A. Consultant Fees

1. Each consultant provides a maximum of one hour of consultancy at no charge, with an additional one-half hour of preparation time to be included, if needed.
2. If a party would like to continue beyond this time, additional hours are available at a rate of \$250/hour or portion of an hour. Those charges are to be paid directly to the consultant.
3. The consultant and the party shall determine the method of payment for the additional consultation hours, including possible cancellation fees, etc.

B. BASF Administrative fee

1. There is an administrative fee of \$195 to use a consultant selected through the program, payable to Conflict Resolution Consulting/BASF, 301 Battery Street, Third Floor, San Francisco, CA 94111.
2. The fee offsets the administrative costs of the program and is not contingent upon outcomes.
3. If written notice is provided to withdraw a request after the assignment process has begun but prior to consultant assignment, one half the administrative fee shall be refunded.
4. If the request is withdrawn after consultant assignment, the administrative fee is non-refundable.
5. Failure to pay the administrative fee will result in the file being closed.

4. CONSULTANT ASSIGNMENT AND SCHEDULING THE CONSULTATION SESSION

- A. The process of consultant selection shall begin only after the party has signed the BASF Consent Form and paid the administrative fee.
1. BASF will check for conflicts and assign a consultant specializing in the appropriate area of law, if possible, and will provide a biography of the assigned consultant.
 2. After assignment, the consultant shall schedule a session date with the party, and notify BASF of the date, time and location. If a date is continued BASF must be notified. Some consultants might request a written description of the conflict prior to the session.
 3. If an in-person session is desired, meeting space is available at BASF at no charge during office hours, subject to availability.
 4. Should a party fail to appear, the consultant shall have the option of rescheduling or terminating the matter. The consultant shall notify BASF in writing of the failure to appear and the action taken.

4. CONFIDENTIALITY

All procedures, processes and correspondence involved in the conflict resolution consultation shall remain confidential. Should the party wish to subsequently submit the matter to mediation with the Bay Area Mediation Services of BASF, a different mediator shall be chosen than the one who served as the conflict resolution consultant.

5. REPORTING

A Summary Report will be given to the consultant and upon completion of the session(s) the report is to be submitted to BASF. The Summary Report shall not require disclosure of any confidential information regarding the consultation and will be used only for statistical and case status purposes. BASF will follow up with the party requesting the consultation for optional feedback about the program.

The Bar Association of San Francisco Conflict Resolution Consulting

201 Mission St., Suite 400, San Francisco, CA 94105
(415) 982-1600 Fax (415) 989-0381 ADR@sfbar.org
www.sfbar.org/adr/crc.aspx