



THE BAR ASSOCIATION OF  
SAN FRANCISCO

# BAY AREA MEDIATION SERVICES PROGRAM OF BASF PROCEDURES

Revised 1/2018

*The Bay Area Mediation Services Program of BASF affords parties the opportunity to engage in mediation of a dispute with an experienced mediator, before or after a case has been filed in court.*

## 1. CASE ASSIGNMENT

### A. If the matter is pending in the San Francisco Superior Court:

- 1.) The Court ADR Information Packet includes a form to Stipulate to ADR. This form must be filed with the Court, not with BASF. Parties must notify BASF of the desire to use the Bay Area Mediation Services Program of BASF; the Court does not notify BASF. The parties will then be provided with the BASF Consent Form to complete and return with the administrative fee.
- 2.) The assignment of a case to the Bay Area Mediation Services Program of The Bar Association of San Francisco does not alter its status on the SF Court civil active calendar. Court dates and deadlines remain in place. The purpose of the program is to provide the litigants an opportunity to discuss settlement at an early stage of the litigation. However it can be utilized at any time during the litigation process or before a matter is filed.

### B. If the dispute is pending in a Court outside SF County:

Parties should check with that Court and follow their requirements. To file with BASF, parties should complete the BASF Consent Form and return it with the administrative fee.

### C. If the dispute has not been filed in a Court:

Parties should complete the BASF Consent Form and return it to BASF with the administrative fee.

## 2. FEES AND COSTS

### A. Mediator Fees

1. Each mediator provides the first three hours of service per case at no charge. This includes the first hour of preparation time and the first two hours of mediation session time.
2. Most mediations take longer than these initial three hours; parties should be prepared to cover additional mediation fees, which are paid directly to the mediator. The hourly fee paid beyond the first three hours is set by each mediator, and the hourly rate will be provided to parties at the time of assignment.
3. The mediator selected and the parties shall determine the method of payment for the mediation, how the fees are to be divided (usually they are divided equally between/among the parties), possible cancellation fees, etc.

4. Arrangements for payment of mediation fees are made directly with the mediator and such arrangements may include an advanced deposit to cover a few hours of mediation beyond the initial two hour session, which is refundable for what time is not used.

#### **B. BASF Administrative fee**

1. There is an administrative fee of \$295 per party to use a mediator selected through the program, payable to Bay Area Mediation Services/BASF, 201 Mission Street, Suite 400, San Francisco, CA 94105. For purposes of calculating the fee, spouses or a Company and its Principals, Officers, Directors or indemnified employees shall be considered one party, **if** they are on the same side of the dispute. If the dispute is between spouses or between principals, employees, etc. of a company, then each is considered to be a separate party. All others are also considered separate parties.
2. The fee offsets the administrative costs of the program and is not contingent upon outcomes.
3. A request for a waiver of the administrative fee based on financial hardship may be submitted in writing, using the Mediation Services Waiver Application form which is available upon request.
4. If written notice is provided to withdraw a matter after the assignment process has begun but prior to mediator assignment, one half the administrative fee shall be refunded.
5. If the matter is withdrawn after mediator assignment, the fee is non-refundable.
6. If the file is closed due to the other party(ies) declining to participate, the initiating party(ies), upon written request, will receive a full refund of the administrative fee, minus \$45/party service charge.
7. Failure to pay the fee will result in the mediation file being closed.

#### **4. MEDIATOR ASSIGNMENT AND SCHEDULING THE MEDIATION SESSION**

- A. The process of mediator selection shall begin only after all parties have signed the BASF Consent Form and the appropriate administrative fees have been paid. Mediator selection may be done in one of two ways:
  1. BASF will check for conflicts and assign a mediator specializing in the appropriate area of law, and will provide a biography and fee schedule of the assigned mediator. If the mediator is unacceptable to a party, another will be assigned until one is found that is agreeable to all parties. **Or:**
  2. Parties may request a specific mediator from our website [www.sfbar.org/mediation](http://www.sfbar.org/mediation). BASF will check for conflicts and availability of the selected mediator.
- B. After assignment, the mediator shall schedule a mediation session date with the parties, and send a copy of the notice confirming date, time and location to all parties and to BASF. If a date is continued, all parties and BASF must be notified. Some mediators might request written statements prior to the mediation; each mediator will inform the parties of the requirements and desired formats for pre-mediation statements.
- C. Should a party fail to appear, the mediator shall have the option of rescheduling or terminating the mediation. The mediator shall notify BASF in writing of the failure to appear and the action taken.

#### **5. REPORTING**

**The mediator and the parties:** A Mediation Summary Report will be given to the mediator and upon completion of the mediation session(s) the report is to be submitted to BASF. A Questionnaire will be sent to the parties to be returned to BASF. The Mediation Summary Report and the party Questionnaire shall not require disclosure of any confidential information regarding the mediation and will be used only for statistical and case status purposes.

**Bay Area Mediation Services Program of The Bar Association of San Francisco**  
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