

Agreement to Mediate

Caption: _____

Case No. _____

This agreement is entered into by:

_____ (“the mediator”) and

_____ and _____ (the “parties”)

to mediate a dispute involving _____

under the auspices of the American Health Lawyers Association.

Mediator’s Obligations

- 1 Ethics, Confidentiality, and Conflicts of Interest: The mediator will abide by the Standards of Conduct for Mediators posted on the American Health Lawyers Association (“AHLA”) website.
- 2 Professional Advice: The mediator will not act as the legal representative of any party to the mediation; will not impart legal or other professional advice to any party or party representative; and, while serving as a mediator, will not engage in the practice of law or any other profession. The mediator may suggest possible means of resolving the dispute but may not advocate for a particular solution or solutions.
- 3 Participation: The mediator will not permit anyone other than the parties and their designated representatives to participate in any aspect of the mediation without the written permission of all parties.
- 4 Outcome: The mediator will report to the AHLA whether the parties mediated and whether the case was resolved in mediation, without disclosing the terms or conditions of any resolution.
- 5 Fees: The mediator will invoice the parties (through AHLA) for time spent preparing for or participating in the mediation at the hourly or daily rate set forth in his or her profile as of the date AHLA proposed the mediator to the parties for this matter. The mediator will also invoice the parties (through AHLA) for all direct expenses incurred in preparing for or participating in the mediation.

Parties’ Obligations

- 6 Conflicts of Interest: As soon as they become aware of it, the parties will disclose to the mediator any information that could create a conflict of interest or the appearance of a conflict of interest for the mediator.
- 7 Disclosure by Parties: The parties will not disclose outside of the mediation process: any statements made during mediation; any information about what took place during mediation; or any documents, notes, and other written material developed for the mediation; unless such

disclosure is:

- a. agreed to in writing by all parties;
- b. required by law;
- c. permitted by applicable rules of evidence;
- d. necessary to prevent bodily injury or report criminal activity;
- e. necessary to report or prove misconduct or malpractice by a party or the mediator, or to defend against a complaint of misconduct or malpractice; or
- f. in response to a confidential customer satisfaction survey provided to the parties by the AHLA at the close of mediation.

8 Disclosure by Others: The parties will not seek to compel the mediator, the AHLA, or its employees, agents, Board members, or volunteers to testify regarding the mediation or to produce any notes made or documents acquired during the mediation.

9 Liability: The parties will not seek to hold the mediator, the AHLA, or its employees, agents, Board members, or volunteers liable for any act or omission in connection with the mediation other than willful misconduct.

10 Settlement: The parties will not assert that an oral agreement was reached in mediation or attempt to prove the terms of such an agreement. The parties agree that any settlement reached in mediation must be reduced to writing and fully executed. The settlement agreement will be confidential only if, and to the extent that, the parties include confidentiality provisions in the agreement.

11 Third Party Subpoenas: The parties agree to defend the mediator, the AHLA, and its employees, agents, Board members, and volunteers from any subpoena from an outside party arising out of the mediation.

12 Fees: The parties agree to pay the fees set forth in paragraph 5 above to AHLA in advance (to be held in escrow) or within 30 days after receiving an invoice from AHLA.

13 Termination: Mediation will terminate when: (a) the parties settle the matter; (b) a party or the mediator withdraws from mediation; or (c) the mediator terminates the mediation. Regardless of the reason for termination, the parties and the mediator will remain bound by the terms of this agreement.

14 Additional Terms: None Set Forth Below Attached

Printed Name

Signature and Date

Printed Name

Signature and Date

Printed Name

Signature and Date

Printed Name

Signature and Date

Printed Name

Signature and Date

Printed Name

Signature and Date

Printed Name

Signature and Date