



Integrated Settlement Solutions®
TERMS & CONDITIONS

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Case #: _____

It is hereby stipulated and agreed as between the parties pursuant to the “ADR Mediation Conference Request” and Integrated Settlement Solutions® that such mediation services shall proceed and be governed pursuant to the following terms and conditions:

1. Per Diem Fee: Integrated Settlement Solutions® in this proceeding shall be compensated for its services at the non-refundable per diem rate of \$750.00 per party. All fees are due and payable prior to the mediation conference and are payable to “Integrated Settlement Solutions” (Taxpayer ID: 81-1891061). The fee covers the 4 hour mediation conference plus one hour pre-hearing file review and one postponement subject to paragraph 8 below.

2. Additional Fees: Integrated Settlement Solutions® shall have the right to charge the parties for additional time spent over the allocated initial 5 hours at the hourly rate of \$395. Such additional fee shall be the joint responsibility of the parties and be equally divided between the parties.

3. Conference Duration: The mediation conference will last up to four (4) hours and will commence at 9:00 am and terminate at 1:00 pm.

4. Submission: Each party to the mediation conference is to submit a completed “ADR Mediation Conference Request” form no later than ten (10) business days prior to the scheduled mediation conference. The parties may agree to a Joint Submission. For purposes of this paragraph the respondent-employer and respondent insurer are considered one respondent. If there are multiple respondent-insurers, because of an apportionment of liability issue, then each respondent will be deemed a single party and charged accordingly. Unless a Joint Submission has been agreed to each party is required to submit, in advance of the mediation conference, a copy of their ADR Mediation Conference Request to the other party three business days prior to the scheduled mediation conference. If any party shall fail to return a properly completed “ADR Mediation Conference Request” to Integrated Settlement Solutions® within the allocated time the ADR Mediation Conference Request Integrated Settlement Solutions®, in its sole discretion, may consider the ADR Mediation Conference Request withdrawn and no mediation conference will be conducted

5. Expert/Witness Fees: Any expenses for witnesses or experts (medical, structured settlement brokers or special needs trust attorneys) shall be borne entirely by the party requiring same.

6. Representatives: The parties may be represented by legal counsel or by an authorized representative. All representatives shall have full knowledge of the case, be prepared for the mediation conference and obtain or have telephone or email access to settlement authority during the mediation conference.

7. Date, Time & Place: The date, time and place of the mediation conference shall be as the parties agree and as consented to and confirmed by Integrated Settlement Solutions®. All mediation conference shall be in the State of Connecticut.

8. Postponement/Cancellation: Requests for one postponement of a mediation conference, *(for other than an unforeseen emergency situation for good cause shown at the discretion of Integrated Settlement Solutions®)*, by any party may be granted within ten (10) days of the scheduled hearing or when mutually agreed to by the parties. Each party is allowed one request for postponement. If the mediation conference is cancelled with less than ten (10) days notice the party causing the cancellation shall be assessed a non-refundable fee of \$500.00.

In the event that unforeseen emergency circumstances *(for good cause shown at the discretion of Integrated Settlement Solutions®)* make it impossible to attend the scheduled mediation conference the mediation conference will be cancelled and shall not go forward. The party responsible for the cancellation shall not be assessed a fee.

9. Document Requests: The parties agree that Integrated Settlement Solutions® may request such documents as Integrated Settlement Solutions® deems necessary in order to assist the parties in resolving their dispute.

10. Mediation Conference Format: Each mediation conference is divided into three segments:

Segment one is a compact evidentiary segment where each party is allowed to present their case uninterrupted. In cases where there are multiple representatives for any party that party must designate one individual to present the matter. Claimant's representative will be allowed to make a brief opening statement followed by the Respondent's representative opening statement. As a general rule opening statements should be limited to ten minutes per side.

The Claimant shall go first in the presentation of the case including testimony of witnesses or introduction of exhibits. When the Claimant's case is completed the Respondent follows in the same manner. When the parties have completed their presentations the Respondent may make a brief closing statement. The Claimant is given the opportunity of making their closing statement last. Each side will be allotted up to one hour to present their case including the closing statement.

Segment two will follow the conclusion of Segment one. Integrated Settlement Solutions® will meet first with Respondent's representative followed by Integrated Settlement Solutions® meeting with Claimant's representative. Segment two will generally be of 30-45 minutes duration to discuss in confidence the strengths and weaknesses of their cases and to explore resolution options.

Segment three is a joint resolution conference where, should the parties mutually agree, Integrated Settlement Solutions® may render an advisory resolution proposal.

11. Evidence/Testimony: The parties may, but are not required, to present evidence to support their position through the use of direct examination of witnesses. The opposing party shall have the right to cross-examine such witness. Any redirect or recross shall be permitted at the sole discretion of Integrated Settlement Solutions®. Integrated Settlement Solutions® may question witnesses and their representative and seek such evidence as it deems necessary to understand and clarify the testimony and the position of the parties or their witnesses. All testimony shall be under oath. Integrated Settlement Solutions® shall have broad discretion throughout the proceedings as to rulings on procedural matters, objections, admissibility, relevance, materiality, and any other matters which may arise and is not required to follow the Rules of Evidence as utilized in a Superior Court proceeding.

12. Record: There is no record or transcript of the mediation conference made. Any oral and/or written information disclosed in the course of the mediation conference shall be kept confidential and is otherwise inadmissible and non discoverable in any way as evidence for any purpose in any administrative or judicial proceeding. Presented evidence which would otherwise be inadmissible in the absence of the mediation conference shall be discoverable nor admissible in any way as evidence for any purpose in any administrative or civil forum.

13. Written Decision: No written opinion or decision will be tendered by Integrated Settlement Solutions® as a result of the mediation conference.

14. Discovery: Subpoenas and their compliance are outside the jurisdiction of the mediation conference and any claimed grievance must be directed to the Superior Court and will not be ruled on by Integrated Settlement Solutions®. Requests for discovery shall be resolved by the parties. Integrated Settlement Solutions® may assist in offering a non-binding recommendation to the parties.

15. Termination: The mediation conference shall be terminated at the request of any party or by the declaration of Integrated Settlement Solutions® that further efforts at mediation are not worthwhile.

16. Hold Harmless: Neither Integrated Settlement Solutions®, nor any of its principles, shall be considered a necessary party in any administrative or judicial proceeding, nor shall Integrated Settlement Solutions®, nor any of its principles, be liable in any way whatsoever to any party, person

or entity for any act of omission or commission arising under or in connection with any mediation conference conducted under these terms and conditions. Further Integrated Settlement Solutions® shall not be called to by any party testify in any way about the mediation conference or any aspect of the dispute.

17. Ex-Party Communication: Ex-party communication by any party, representative or witness with Integrated Settlement Solutions® is not allowed.

The parties agree to attempt resolution of a disputed claim by means of Mediation facilitated by Integrated Settlement Solutions® and that they, with the advice of their designated representative or attorney, agree and understand these Terms and Conditions.

Accepted by the Claimant

Accepted by the Respondent

Signature, duly authorized

Signature, duly authorized

Date

Date

Acknowledged by Integrated Settlement Solutions®
