



13th Judicial District Richmond County



ADR Program Information and Forms

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**ALTERNATIVE DISPUTE RESOLUTION
REFERRAL GUIDE**



13th JUDICIAL DISTRICT PRESUMPTIVE ADR PROGRAM REFERRAL GUIDE

REFERRAL

- **Court Initiated:** Judges and Court Attorney Referees may refer a matter to Mediation by contacting the ADR Department at ADR-13JD@nycourts.gov and providing the index number, party information and a small synopsis of the case. All cases will be referred to mediation upon the filing of the Note of Issue but can be referred at any point prior to the filing of a Note of Issue. Upon review, the ADR Coordinator will send the parties a [Mediation Initiation Form](#) to be completed by the Plaintiff/Petitioner. Upon receipt, the parties will be notified of the designated Mediator. (Court Initiated Referrals will not have the option to select a Mediator).
- **Party/Attorney Initiated:** Parties/Attorneys may volunteer to start the mediation process by completing a [Mediation Initiation Form](#). Upon submission of the Mediation Initiation Form, the ADR Coordinator shall review the file and correspond with parties as to the designation of the Mediator. (See, 13th JD District-Wide Rules and link to Rosters of Mediators ([Statewide Mediator Directory | NYCOURTS.GOV](#)) or our [Mediator Profiles](#)).
- Matters can be referred to ADR at any point during the proceedings. Litigants may request ADR services at any Point during civil proceedings.

EXCLUSIONS

- Certain matters are not accepted for court referred ADR programs. Those cases involving but not limited to: allegations of domestic violence including, child abuse or neglect. Instances where severe power imbalance exists between the parties, i.e., where a temporary or final Order of Protection Order of Protection exists.

ROSTERS OF MEDIATORS

- If the parties voluntarily opt into the ADR program, they may select a Mediator from the approved list of [Statewide Mediator Directory | NYCOURTS.GOV](#) or our [Mediator Profiles](#).
- The Mediators are not compensated for preparation time or the first 90 minutes of mediation. This Roster has agreed to provide mediation services for varying hourly rates after the first 90 minutes of mediation have been expended.

REPORT

- Mediators shall complete a [Mediator Report](#) within five business days after the conclusion of the last mediation sessions. The submitted form will provide the following information: the mediation session date, settlement status, fully resolves/partially resolved, or no resolution.
- Mediators can additionally complete and submit the [Mediator Self-Assessment Form](#) This form provides essential information from mediation professionals necessary for improving and growing the local ADR.
- Participants of mediation are required to complete the [Post Mediation Survey](#).

CONFIDENTIALITY

- The mediation process is confidential. Documents and communications shall not be disclosed to the Court unless otherwise discoverable, there are threats of imminent or serious harm, or there are allegations of child abuse or neglect. The court may not request the information shares during confidential mediation sessions.

For further information or additional assistance please contact: Irini Bekhit, Esq., ADR Coordinator, 13th Judicial District

at ADR-13JD@nycourts.gov or ibekhit@nycourts.gov. More information can be found by visiting the <https://ww2.nycourts.gov/courts/13jd/adr.shtml> or [NYS ADR Webpage](#).

**ALTERNATIVE DISPUTE RESOLUTION
VOLUNTARY REFERRAL LETTER**



STATE OF NEW YORK
UNIFIED COURT SYSTEM
OFFICE OF THE DISTRICT ADMINISTRATIVE JUDGE
13th JUDICIAL DISTRICT
26 Central Avenue
Staten Island, New York

Dear Litigant/Counselor:

Our records indicate you have a case pending on the Richmond County Supreme Court Civil Term's Calendar. The Court offers Alternative Dispute Resolution options in connection with the state-wide ADR program. This Court adopted a Mediation Program that provides 90 minutes of free mediation with a mediator for those parties who want to supplement traditional litigation. With intensive party driven and expert guided settlement discussions, the parties can arrive at their own mutually agreeable solutions to a civil dispute. While the court provides and administers this ADR program, it does not participate in the process. Mediation sessions are confidential and everything that takes place remains so, subject to the provisions contained in the mutually agreed on Mediation Agreement and the enumerated exceptions provided by law. See [Alternative Dispute Resolution in the Courts | NYCOURTS.GOV](https://www.nycourts.gov/alternative-dispute-resolution).

Why choose ADR if you already litigating?

Mediation offers the following benefits:

- (1) Involves parties actively in resolving their own issues;
- (2) Improves parties' satisfaction with the process;
- (3) Speeds settlements;
- (4) Reduces stress;
- (5) Saves money;
- (6) Improves communication;
- (7) Improves relationships; and
- (8) Increases compliance with agreements.

Mediations may take place in person in an agreed upon location or virtually using computer conference technology, such as Zoom, or telephone conferencing. If you are unable to resolve your dispute during the initial free 90-minute session, you may continue at a rate agreed upon beforehand with the mediator and payable in equal shares by the parties. If you ultimately are unable to resolve your matter in mediation, the case simply continues on the Court calendar.

Litigants and/or their attorneys may opt into the program by completing the [Mediation Initiation Form](#).

By opting into the program, litigants and/or their attorneys have the option to choose their own Mediator. A complete list of approved Mediators is available at [Statewide Mediator Directory | NYCOURTS.GOV](#) or our [Mediator Profiles](#). Upon review of the file, the ADR Coordinator will contact the selected Mediator to confirm there are no conflicts present and then the parties will be notified of next steps. Upon the conclusion of the mediation process on your matter, the Court would welcome your feedback on your experience with the 13 JD Presumptive ADR Program with the completion of the [Post Mediation Survey](#).

The court system strongly encourages you to think about and try mediation. Expert guidance and reduced formality decreases stress and increases communication. The person in the best position to resolve your conflict is you, although the court recognizes not every conflict can find resolutions among litigants.

If you have any question about how to utilize ADR to resolve your case at this time, email the undersigned.

Very truly yours,

Irini Bekhit

Irini Bekhit, Esq.
ADR Coordinator, 13th Judicial
District
ibekhit@nycourts.gov

13th Judicial District-Wide
Alternative Dispute Resolution Rules



13th JUDICIAL DISTRICT DISTRICT-WIDE PRESUMPTIVE MEDIATION PROGRAM RULES

I. OVERVIEW

Proceedings in the civil parts of the Thirteenth Judicial District (the “District”), are eligible for presumptive mediation (the "Program"). The following Rules shall govern all cases referred to this Program in conjunction with specific approved Rules for individual Courts and Parts of court in the counties of the District. This Program does not preclude the Court from directing or referring parties to other forms of Alternative Dispute Resolution ("ADR"), including settlement conferences with court staff.

II. STATEMENT OF PURPOSE

The Thirteenth Judicial District is dedicated to fulfilling its statutory and constitutional mandate to ensure the just and efficient resolution of all matters that come before it. The Program developed to achieve these ends through early referral to mediation. Mediation is often faster, more convenient, less expensive, and less acrimonious, and often results in a more mutually acceptable and durable resolution than the normal course of litigation.

III. DEFINITIONS

Mediation. A confidential dispute resolution process in which a neutral third party - the mediator - helps parties identify issues, clarify perceptions and explore options for a mutually acceptable outcome. In this process, parties have an opportunity to communicate with each other, focus on what is important to them, and to come up with individually-tailored solutions. During mediation, each party relates his or her understanding of the dispute. The Mediator may ask the parties clarifying questions. The mediator will not give legal advice or force solutions on the parties.

Mediation often involves non-legal as well as legal issues. Parties are strongly encouraged to participate in mediation with their own attorneys. Parties may also choose to attend sessions without counsel, if all participants agree. Although the mediation process can, and often does, result in an agreement, whether to reach an agreement, and on what terms, is up to the parties themselves.

Mediator. A trained third party neutral. The Mediator is not a decision-maker. The Mediator serves as a neutral facilitator of communication and helps the parties reach resolution of the issue(s) being mediated. In this document, Mediator may also refer to a co-mediation team where two (or more)

such neutrals are working together to mediate a case. For the purposes of these rules, a Mediator is a neutral who has fulfilled the requirements of Part 146 of the Rules of the Chief Administrative Judge and is mediating a given case pursuant to these program rules. This is distinct from private mediators who mediate cases outside these program rules.

Community Dispute Resolution Center (hereinafter, "CDRC"). The New York State Unified Court System partners with local non-profit organizations known as CDRCs to provide mediation, arbitration, and other dispute resolution options as an alternative to court. CDRCs help litigants resolve a wide range of family court disputes involving parents and children as well as child custody and visitation issues.

Part. A Part shall mean any branch of court so designated by Administrative Rule or any Supreme Court IAS Justice, Acting Justice, Family Court Judge, Surrogate Judge or Judicial Hearing Officer presiding over the matter assigned.

County ADR Coordinator. A person or entity designated to facilitate the assignment of Court proceedings to mediation and to track results of the mediation program in accordance with the Program Rules.

TICK Form. – internal court document that collects data for the monitoring the progress of the ADR program in each county.

IV. PROCEDURES

a. Mediation Process

i. The referral to mediation may take place by a judicial referral at any point during the life of the matter, including the preliminary conference, unless a different time frame is provided for by the specific court or part of court in the County where the action or proceeding is brought. The Part making the referral can complete a TICK form to notify the ADR Coordinator of the referral or simply email the ADR Coordinator of the intent to send the case to mediation.

ii. If any Party seeks an exemption from the fee component of the mediation based on indigent status pursuant to New York Civil Practice Law and Rules § 1101, the Part shall make a determination on such request, with the understanding that the non-indigent party shall still be responsible for their portion of the Mediator's fee.

iii. If all Parties request mediation, the Plaintiff/Petitioner can complete a Mediation Initiation Form and the case shall be reviewed by the ADR Coordinator. The parties will be notified by email and through NYSCEF of the Mediator selected. The matter will still remain on the Court's docket.

b. Mediation Selection

- i. The Part staff shall:
 - 1. Refer matters to the ADR Coordinator for the selection of a mediator and the preparation of the conflict check. The ADR Coordinator will prepare all necessary documents and notify the parties and their counsel that the case shall undergo mediation.
 - 2. Establish a date thereafter upon which to return to Court (said date will accommodate the completion of the first mediation session which is to take place within 30 days from the Order of Reference.
- ii. If voluntarily opting into the Mediation program:
 - 1. The litigants will complete the Mediation Initiation Form and the ADR Coordinator will review the file and notify the parties and their counsel that the case shall undergo mediation.
 - 2. Establish a date thereafter upon which to return to Court (said date will accommodate the completion of the first mediation session which is to take place within 30 days from the date of referral.

V. SELECTION OF MEDIATOR

- a. If the parties are voluntarily opting into the ADR program, then they will have three options:
 - 1. Jointly select and agree upon a Mediator from the Mediator Directory and/or Mediator Profile [Statewide Mediator Directory | NYCOURTS.GOV](#) or the [Mediator Profiles](#).
 - 2. Contact the ADR Coordinator and ask for three Mediator recommendations and thereafter select one.
 - 3. Contact the ADR Coordinator to select and designate a suitable Mediator. The selection made must be communicated in writing to the ADR Coordinator.
- b. If the Court is referring the matter to mediation, then the ADR Coordinator will select a suitable Mediator from the Roster and prepare and notify all parties of same.
- c. If either Party does not consent to the Mediator selected by the Court under this Rule on the belief that there is a conflict of interest, the objecting party must submit a written request to the Court within five (5) days from the date of notification of the selected Mediator that includes the basis for disqualification of the Mediator. The Court may randomly select an alternative mediator.

d. Co-mediation may occur as part of an apprentice program when one mediator is mentoring another. Co-mediation may also occur when two mediators are appointed to the case. Apprentice mediators' time is non-compensable, whereas a Co-mediator's time is compensable, but with the understanding that Co-mediators will split the fee that would otherwise be payable to a single Mediator under these Rules.

e. The Roster shall include mediators or mediation service providers who can provide free and reduced-fee mediation services to qualified participants.

f. Mediators on court rosters shall list their relevant biographical information, experience, areas of expertise and any language fluency they possess.

VI. THE MEDIATION PROCESS

a. Client Preparation: Counsel shall prepare for their case to be referred to mediation by:

i. Informing their clients about the Court's mediation program and its expectations and requirements, including fee payment to the Mediator after the required 90 minute non-compensable time frame.

ii. Identifying the information and material that may be useful to exchange with other parties in advance of mediation, including any information required to be exchanged by any discovery protocol prescribed by the Part.

b. Pre-mediation Memoranda: The parties shall provide a three page-limited confidential memorandum setting forth their view as to the facts, the issues that are in dispute, suggestions as to how the matter might be resolved, as well as such other information concerning the litigation as the mediator deems necessary for the effective negotiation and resolution of the issues. No portion of the confidential memorandum shall be disclosed to the Court, nor, unless otherwise agreed by the parties, to any other party to the proceeding. Any departure from the requirements set forth herein may be authorized by the Part or the Mediator.

c. Pre-mediation Conference Calls: The Mediator may request a conference call regarding any preliminary matters and may thereafter meet or speak privately with any Party and their respective counsel prior to or during a mediation session.

d. Location of Mediation Sessions: The initial mediation and any subsequent session can be virtual or in person as the parties and mediator set forth.

e. Informed Consent: At the beginning of the initial session, the Mediator shall:

i. Explain to all parties that all communications are governed by the Confidentiality provisions of these Rules

ii Explain that any party may, during the initial session or at any time thereafter, end the mediation process and return to Court

- iii. Request that all Parties acknowledge in writing that they were informed of and understand the voluntary and confidential nature of the mediation process. A Presumptive Mediation Program Agreement to Mediate, Disclosure Concerning Continuation of Mediation shall be sent to the Mediator and the Parties by the ADR Coordinator after the Mediator selection has been confirmed.
- f. **Caucus:** At any point in the process either Party, their counsel, or the Mediator may suggest meeting separately with the mediator in caucus. During the caucus, the Mediator may explore how that party views the dispute and the impact of any proposed solutions. The Mediator keeps confidential the information discussed in caucus unless the Party permits disclosure.
- g. **Time to Complete Mediation:** the parties shall complete the first mediation session within thirty (30) days of notification of the designation of the Mediator. If the parties agree to continue using mediation, then the ADR Coordinator and Part staff shall be notified of the progress and court dates can be adjourned in forty-five (45) day increments.
- h. **Mediator Report:** Within five (5) business days after the conclusion of the mediation sessions, the Mediator shall send a Report ("Mediator Report") to the ADR Coordinator that states:
 - i. The date of the initial session and whether each Party and counsel appeared at the initial session;
 - ii. The dates of any subsequent sessions that were held, but not whether parties appeared; and
 - iii. Whether the parties reached partial, complete, or no agreement on the issues.
 - iv. The [Mediator Report](#) can be found in the documents in this packet or can be completed online.
- v. **[Mediator Self-Assessment Form](#):** Within five (5) business days after the conclusion of the mediation sessions, the Mediator has the option (recommended) to complete a [Mediator Self-Assessment Form](#). The content thereof will be used to continually improve the program.
- i. **[Post Mediation Survey](#):** Following the conclusion of the mediation, Parties and counsel shall complete a [Post Mediation Survey](#) emailed to the parties by the ADR Coordinator. The survey is meant to track participant satisfaction and shall not include any details of the substance of the case or mediation.

VII. FEES AND MEDIATOR COMPENSATION

- a. The Court itself does not charge or administer fees for mediation.
- b. CDRC services are offered for a nominal administrative fee or the non-profit's sliding scale depending on the type of case and services provided.
- c. **Initial Session:** Court Roster Mediators shall not be compensated for the preparation time or administrative tasks leading up to the first ninety (90) minutes of the initial mediation session under the Program. Unless otherwise provided in these rules or agreed upon by the parties in writing, the Mediator's fee structure shall as set forth in the Program's Mediation Fee Agreement.

d. Mediation Fee Agreement: At or any time prior to the beginning of the initial in-person mediation session, the Parties, counsel and the Mediator shall enter into a Mediation Fee Agreement, which shall be in the form accompanying these Rules, except as otherwise agreed to in writing by the Parties, counsel, and the Mediator.

e. Unless otherwise agreed to by the Parties, counsel and the Mediator in a signed writing, mediation continued beyond the first ninety (90) minutes of the initial mediation session will be billed by the Mediator at an agreed upon rate prior to the commencement of the first mediation session. The Mediator fee is to be split evenly among the Parties who continue the mediation beyond the first ninety (90) minutes of the initial mediation session, subject to any indigency exception set forth herein.

f. At the expiration of the first ninety minutes of the initial session as previously defined, any party may elect not to continue with the mediation, which decision must be immediately communicated orally or in writing to the Mediator and all parties. In such situation, despite the fact that one or more parties have opted out of mediation, mediation can continue as to those remaining parties desiring to continue, to the extent that the mediation can be meaningful without participation by the party or parties that opted out.

VIII. PARTICIPATING IN MEDIATION

a. Party Participation: Parties are strongly encouraged to attend all mediation sessions.

b. Attorney Participation: Parties are strongly encouraged to participate in mediation with counsel.

c. Non-Party Participation: If a non-party is invited to participate in the mediation, which participation must be agreed to by the Parties and the Mediator, the Mediator shall obtain the participating non-party's written consent as to confidentiality and any other matters requested by the Parties, as facilitated by the Mediator.

d. Compliance: Failure to comply with these rules may subject the offending party or attorney to sanctions, including but not limited to sanctions under CPLR 3126 and 22 NYCRR 130.

IX. CONFIDENTIALITY

a. Mediation with a Court Roster Mediator shall be confidential and, except as otherwise provided, any document prepared, or communications made, by Parties, their counsel or a Mediator for, during, or in connection with the proceeding shall not be disclosed outside its confines by any participant. No Party to the proceeding shall, during the action referred to mediation or in any other legal matter, seek to compel production of documents, notes, or other

writings prepared for or generated in connection with mediation, or the testimony of any other party or the Mediator concerning communications made during the proceeding, unless that material would have been discoverable under the rules of discovery. A settlement, in whole or in part, reached during mediation shall be set forth in a writing signed by all parties affected or their duly authorized agents. Documents and information otherwise discoverable under New York Law shall not be shielded from disclosure merely because they are submitted or referred to in mediation.

b. Notwithstanding these confidentiality provisions, communications and information may be subject to disclosure in any present or future judicial or administrative proceeding in any of the following circumstances:

- i. Attendance: Whether the parties and their counsel attended the initial session will be reported to the court.
- ii. Session Information: The Mediator may report to the Court whether the Parties are requesting additional mediation sessions as well as the date of any mediation session.
- iii. Waiver: Parties to the mediation and the Mediator may agree to waive confidentiality. The waiver must specify the individual communication(s) or information that will be disclosed, the person or entity to whom the disclosure will be made, and the purpose of the disclosure. All waivers shall be in writing.
- iv. Written Agreement: A writing signed by all the Parties embodying a negotiated agreement submitted to the Court for review. Only those signed agreements that have become court orders or decrees may be admissible in any present or future judicial or administrative proceeding.
- v. Threats of Imminent, Serious Harm: If a communication or information constitutes a credible threat of serious and imminent harm, either to the speaker or another person or entity, the appropriate authorities and/or the potential victim may be notified.
- vi. Allegations of Child Abuse or Neglect: If a communication or information relates to an allegation of child abuse or neglect as defined in Family Court Act § 1012(e) and (f) and Social Services Law § 412, and for which disclosure is required pursuant to Social Services Law § 413, appropriate authorities may be notified.
- vii. Mediation Survey: The mediation survey may be disclosed to the Administrative Judge or applicable ADR Coordinator as set forth above, including for purposes of determining whether to re-certify a Mediator to a Roster or whether to remove a Mediator from a Roster.
- vii. Unprofessional Conduct: A party, counsel to a party, or the Mediator, may report to an appropriate disciplinary body any unprofessional conduct engaged in by the Mediator or counsel to a party.
- viii. Collection of Fees: The Mediator may make general references to the fact of the mediation services rendered in any action to collect an unpaid, authorized fee for services performed under these Rules.

X. MEDIATORS

a. Qualifications

i. The Administrative Judge shall establish, and the District ADR Coordinator shall maintain, a roster of trained mediators ("The Roster") for the Program which shall be available on the applicable Court or Part website within the District. To be eligible to join the Roster as a Mediator, a person shall satisfy the training and experience requirements of Part 146 of the Rules of the Chief Administrative Judge as follows:

1. All Court Roster Mediators shall have received at least:
 - a. 24 hours of basic mediation training;
 - b. 16 hours of additional training in the specific mediation techniques applicable to specific subject areas of the types of cases referred to them;
 - c. Any additional training or experience required in another specific court sponsored mediation program.
2. All Court Roster Mediators shall have recent experience mediating actual cases in the subject area of the types of cases to be referred to them. Mediation experience can be achieved by:
 - a. Mediating at least three (3) Court cases which were filed within a State or Federal Court in New York, or
 - b. Completing a Court Mediation Apprenticeship, which shall include:
 - i. Observing at least one (1) mediation, regardless of case type;
 - ii. Co-mediating three (3) Court cases in the subject area of the types of cases to be referred to them;
 - iii. Debriefing all observations and mediations with a court roster mediator or ADR Program Contact; and
 - iv. Evaluation by a court roster mediator or ADR Program Contact.
- c. All Court Roster Mediators must receive six hours of approved Continuing Legal Education either in relevant substantive law or the mediation of disputes relevant to their practice areas.
- d. Fulfillment of these requirements does not guarantee acceptance onto the Roster. Final placement on a Roster or continuation on a Roster is in the discretion of the District Administrative Judge under Part 146 of the Rules of the Chief Administrator.

b. Immunity

i. The Mediator shall be immune from suit as a result of any conduct or omission made during performance of duties in that official capacity to the extent permissible by law and shall be held harmless and indemnified against any costs incurred by the Mediator in connection with any claim based on such actions or omissions to the extent permitted by applicable law, including Public Officer's Law Section 17.

c. Avoiding Conflicts of Interest:

i. Before accepting an appointment as a Mediator, and within 72 hours of being contacted for possible retention for Mediation to mediate a case under these Rules, a Mediator shall make an inquiry that is reasonable under the circumstances to determine whether there are any known facts that a reasonable individual would consider likely to affect the impartiality of the Mediator, including a financial or personal interest in the outcome, and an existing or past relationship with a party or their attorneys or foreseeable participant in the mediation. If the Mediator wishes to accept an appointment after discovering a potentially disqualifying fact, the Mediator shall disclose the disqualifying fact to the Parties and shall not serve unless the Parties consent thereto in writing. If, after accepting a case, a Mediator learns of any disqualifying fact, the Mediator shall disclose it to the Parties as soon as practicable. If such conflict is not waived by the Parties, or if, such conflict might reasonably be viewed as undermining the integrity of the mediation, the Mediator shall withdraw and notify the parties and the Court.

d. Quality Assurance

i. The District ADR Coordinator shall develop and promulgate consistent practices for ensuring mediator quality and fitness. Such practices may include, but are not limited to:

1. Observing mediators periodically;
2. Providing and/or requiring continuing education relevant to mediating cases;
3. Debriefing cases with mediators.

ii. Any Roster mediator or prospective mediator may be observed at any time by the District ADR Coordinator, the County ADR Coordinator, or staff of the NYS Unified Court System's Statewide ADR Office, before appointment on the Roster or to remain on the Roster.

e. Mediator Standards of Conduct

i. Mediators on court approved rosters must adhere to Standards of Conduct to be established or adopted by the Office of Court Administration in conducting their mediations.

XI. DISTRICT ADR COORDINATOR

a. The District ADR Coordinator shall oversee the administrative requirements of the Program, which includes but is not limited to:

- i. Monitoring and facilitating all proceedings referred to mediation;
- ii. Providing information to the Court on the status of cases referred to mediation;
- iii. Maintaining statistical data on the Program;
- iv. Maintaining contact with ADR personnel throughout the state and acting as a liaison between the court system and local organizations, including but not limited to bar associations.

SAMPLE DOCUMENTS



STATE OF NEW YORK
UNIFIED COURT SYSTEM
RICHMOND COUNTY SUPREME COURT
13th JUDICIAL DISTRICT
26 Central Avenue
Staten Island, New York



Irini Bekhit, Esq.
ADR Coordinator
13th Judicial District Supreme Court

MEDIATION GUIDELINES

1. On Consent of the Parties/Referral by the Court, the matter of: _____
index number _____ is referred to Mediation
with _____, a Mediator selected from the court's Roster of Mediators.
2. An initial 90-minute mediation session with the mediator assigned from the court's Roster of Mediators is offered free of charge to the parties.
3. The Mediator shall contact the parties within 48 hours. The plaintiff/petitioner's attorney is _____, Esq. and the email is _____. The defendant/respondent's attorney is _____, Esq. and the email is _____. Parties or counsel for the parties are directed to provide the mediator days and time of availability for the initial session in the first point of contact.
4. The initial session must be held within thirty (30) days of the date the Mediator confirms acceptance of the case.
5. The Mediator shall notify the ADR Coordinator of the date selected for the initial mediation session.
6. Each party shall submit to the Mediator a concise two-page confidential mediation statement at least five (5) days prior to the first mediation session.
7. The Mediator shall submit the Mediator Reporting Form within five (5) days of the last mediation session.

8. Upon completion of the mediation, the parties and counsel shall submit a mediation evaluation form to the ADR Coordinator.

If you have any questions, do not hesitate to contact me at ADR-13JD@nycourts.gov.

Irini Bekhit, Esq.

ADR Coordinator
Richmond County Supreme Court



STATE OF NEW YORK
UNIFIED COURT SYSTEM
RICHMOND COUNTY SUPREME COURT
13th JUDICIAL DISTRICT
26 Central Avenue
Staten Island, New York



Irini N. Bekhit, Esq.
ADR Coordinator
13th Judicial District Supreme Court

MEDIATOR CHECKLIST

Mediator Checklist

- Did you complete a conflict check?
- Did you receive the designation from the ADR Coordinator and reach out to the parties within 48 hours?
- Did you contact the parties to set up the initial meeting?
- Did you send the Mediation Program Agreement to Mediate and did you receive a signed copy?
- Did you send the Disclosure Concerning Continuation of Mediation and did you receive a signed copy?
- Did you notify the ADR Coordinator of date of initial mediation session?
- Did you complete the Mediator Report after the conclusion of the mediation sessions?
- Did you complete the Mediator Self Assessment (recommended but not required).



STATE OF NEW YORK
UNIFIED COURT SYSTEM
RICHMOND COUNTY SUPREME COURT
13th JUDICIAL DISTRICT
26 Central Avenue
Staten Island, New York



Irini N. Bekhit, Esq.
ADR Coordinator
13th Judicial District Supreme Court

Litigant/Counsel Checklist

- Did you read and agree to the Mediation Program Agreement to Mediate?
- Did you read and agree to the Disclosure Concerning Continuation of Mediation?
- Did you correspond with the mediator to set up the initial meeting?
- Did you provide the mediator the confidential mediation memo that highlights the strengths and weaknesses of your case?
- Did you work through the program in good faith?
- Did you complete the Litigant Post-Mediation Survey?



STATE OF NEW YORK
UNIFIED COURT SYSTEM
RICHMOND COUNTY SUPREME COURT
13th JUDICIAL DISTRICT
26 Central Avenue
Staten Island, New York



Irini N. Bekhit, Esq.
ADR Coordinator
13th Judicial District Supreme Court

ADR COORDINATOR CHECKLIST

- Did you receive a referral from either a judge or from parties?
- Did you receive the Mediation Initiation Form?
- Did you contact the mediator with the case information to verify there is no conflict?
- Did you prepare, send and upload (to NYSCEF) the letter designating the Mediator and mediation guidelines and checklist?
- Did you prepare and submit Tick Form (if not done by Court Part) for stat purposes?
- Did you receive correspondence on first mediation session date?
- Did you receive the Report of Mediator and Mediator Self-Assessment?
- Did you receive the Mediation Program Agreement to Mediate and Disclosure Concerning Continuation of Mediation?
- Did you receive the Litigant Post Mediation Survey?
- Update FileMaker information and Stat data as to the case?



STATE OF NEW YORK
UNIFIED COURT SYSTEM
RICHMOND COUNTY SUPREME COURT
13th JUDICIAL DISTRICT
26 Central Avenue
Staten Island, New York



Irini N. Bekhit, Esq.
ADR Coordinator
13th Judicial District Supreme Court

MEDIATION INITIATION FORM

1.Name of individual completing this form:

2.Counsel for Plaintiff/Petitioner

3.Email Address of Counsel for Plaintiff/Petitioner

4.Counsel for Defendant/Respondent

5.Email Address of Counsel for Defendant/Respondent

6.Case Caption

7.Case Index Number

8.Has a Mediator been agreed to by all parties and if so, the Mediator selected is:

9.Mediator was selected from:

- Mediator Profiles
- Mediator Directory on OCA website
- No Mediator was selected
-

10.This matter last appeared on the court's calendar of:

11.The next date this matter is on the court's calendar is:

12.The parties prefer the mediation:

- In person
- Zoom
- Teams

13.Case Type*

Select your answer

14.A brief synopsis of the case is as follow:

15.Assigned Judge

Select your answer

16.The referral to mediation is through:

- Judicial referral
- Parties opting into the program

17.What stage is this matter in?

- Preliminary Conference just completed
- Compliance Conference just completed
- Some discovery has been completed
- All discovery has been completed
- Pre-trial Conference just completed
- The matter has a trial date

18. What is the maximum recovery contemplated by the parties?

- \$25,000-\$50,000
- \$50,001-\$100,000
- \$100,001-\$250,000
- \$250,001-\$500,000
- \$500,001-\$1,000,000
- More than \$1,000,000
- Non-monetary (specific performance or injunctive relief)
-

**RICHMOND COUNTY SUPREME COURT, CIVIL TERM
MEDIATION PROGRAM AGREEMENT TO MEDIATE**

1. We understand that we are allowed one free, 90 minute initial mediation session. If we choose to go beyond the initial 90-minutes, we, the parties, will pay the Mediator a designated fee of _____ per hour, agreed upon beforehand and in writing.
2. We understand that mediation is voluntary; we can choose which points to discuss.
3. We understand that if we do not informally work out an issue or resolve our case, we can continue our matter through traditional litigation in Court.
4. We understand that we are each free to talk with a lawyer now, during or after the mediation sessions.
5. We understand that the mediator is not acting as a lawyer for either of us, and will not be giving us legal advice or opinions on the law. The mediator may share with us legal information.
6. Except for allegations of child abuse or neglect, threats of imminent serious harm and information regarding the scheduling, attendance and participation at mediation sessions, and the mediator's report, we understand that what is said during this process is confidential. The mediator agrees not to reveal any oral or written communications to others without the consent of all parties.
7. We agree that if we do go to court, we will not testify about what happened in the mediation, however, documents and information otherwise discoverable under the CPLR shall not be shielded from discovery merely because they are submitted or referred to in mediation.
8. We will not ask the mediator or the other party to testify or give evidence about what happened in the mediation and we will not demand anything prepared for the mediation or compel the mediator to produce any documents prepared for mediation or notes of the mediator unless it is allowed by law.
9. We understand that the mediator shall be immune from suit, indemnified and held harmless to the extent allowed by law.

Plaintiff/Petitioner

Defendant/Respondent

(Print Name)

(Print Name)

Attorney for Plaintiff/Petitioner

Attorney for Defendant/Respondent

(Print Name)

(Print Name)

Mediator

Date

SAMPLE – NOT REQUIRED

Richmond County Surrogate’s Court – Mediation Program

Disclosure Concerning Continuation of Mediation

This form is to be completed and signed by the parties prior to the start of the first mediation session

Case Number: _____

1. As noted in the Mediation Guidelines and the Richmond County ADR Information and Rules, I must provide ninety minutes of mediation services at no charge to any party in this matter. This time does not include preparation time for the first mediation session, which is also non-compensable. The 90-minute non-compensable time of mediation will end at the time set forth in paragraph 4 below.
2. The parties agree that if they decide to continue with the mediation past the 90 minutes, the fees for mediation services will be charged at a rate of \$____/hour for the three hours immediately following the non-compensable time, as set forth in the court’s ADR Program Rules. Thereafter, the parties will be charged my market rate for mediation as set forth in paragraph 4 below.
3. The parties also agree that if they decide to continue with the mediation past the first 90 minutes, that all work performed in service to parties, including future preparation work, shall be compensable.
4. The 90 minutes of non-compensable mediation time concludes at: ____ : ____ am/pm

Time in Mediation	Charge to Parties
90 minutes	No charge
Over 1 ½ hours	\$_____

My Hourly Market Rate is: \$_____.

5. The parties below agree to allocate any cost of mediation among them:
 - Equally
 - As Follows: _____

If the mediation ends before the expiration time set forth above, or if you choose to terminate the mediation at the expiration time, there will be no charge for the mediation.

6. Appointed mediators shall waive the share of the fee allocable to any party who has been granted permission to proceed in their case as a poor person pursuant to CPLR §1101

Mediator: _____

Print Name
Signature
Date

Party: _____

Print Name
Signature
Date

Party: _____

Print Name
Signature
Date

Party: _____

Print Name
Signature
Date

Party: _____

Print Name
Signature
Date

SAMPLE – NOT REQUIRED

MEDIATION FEE AGREEMENT

Directions: This Agreement is to be completed and signed by the parties prior to the start of theninety (90) minute non-compensable mediation period. The Mediator shall provide the parties with a copy of the signed Mediation Fee Agreement.

- I. As noted in the Mediation Guidelines and the Richmond County ADR Information and Rules, (hereinafter, the“Mediator”) must provide ninety (90) minutes of non-compensable mediation services. This ninety (90)minute period does not include preparation time. The ninety (90) minute period of non-compensable time will end at the time set forth in paragraph 5 below.
- II. The parties agree that if they decide to continue with the mediation session, then the fees for mediationservices will be charged at the rate set forth in paragraph 5 below.
- III. The parties also agree that, if they decide to continue with the mediation today beyond the ninety (90)minute non-compensable period, that the Mediator may charge them for any additional time spent on this matter that exceeded the ninety-minute period as set forth in paragraph 5 below. The individuals signing below represent that they have full authority to bind the parties herein.
- IV. Should any party subpoena or otherwise require the Mediator to appear in any proceedings or require the production of the Mediator’s records, then such party shall fully indemnify and hold the Mediator harmless from any costs (including but not limited to attorneys’ fees) in connection with the Mediator’senforcement of this clause, regardless if the Mediator prevails. If the Mediator appears, produces documents, testifies, or is on call to testify, then the Party who has subpoenaed or called the Mediatorshall be responsible to pay the expenses of the Mediator, and the usual hourly rate of the Mediator. If any non-party is given notice of this provision, then such non-party shall be bound hereby; and shall beresponsible for all the costs, fees, expenses and hourly compensation set forth herein, in addition to theParties.

5. Non-compensable mediation period will conclude at:

_____AM/PM Mediator Hourly Rate is:

\$ _____/hour

Name of Case: _____

Mediator: _____

Plaintiff(s)	Defendant(s)
_____	_____
_____	_____
_____	_____

Plaintiff(s) Counsel	Defendant(s) Counsel
_____	_____
_____	_____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

Plaintiff/Petitioner
-against-

Index/Docket No.

Defendant/Respondent

MEDIATOR REPORT

Mediator Name: _____

Email: _____

Telephone Number: _____

Referral Date to Mediation ____/____/____

An initial mediation session was held on ____/____/____.

Additional mediation session(s) held on the following dates:
____/____/____; ____/____/____; ____/____/____.

Check what applies:

- The matter was resolved by mediation. Parties to file settlement/discontinuance.
- The mediation resolved some but not all issues and the case is ready to proceed in court.
- The mediation did not resolve any issue and the case is ready to proceed in court.
- The matter was resolved by the parties prior to mediation. Parties to file settlement/discontinuance.
- One or both of the parties failed, refused to attend or participate at the initial session.
- Mediator had a conflict of interest.
- The case is not appropriate for mediation.
- Other _____

Dated: _____

Mediator Signature

NOTE: Please do not comment on any substantive aspect of the case.

Mediator Self-Assessment Form (Recommended)

Please complete this form upon the completion of each mediation you conduct through the Richmond County Alternative Dispute Resolution Program (Optional)

1.First Name

2.Last Name

3.Email Address

4.Case Caption

5.Case Index Number

6.Date Designated as Mediator

7.Date Designated for Completion of Mediation

8.Was a mediation session held?

Yes

No

9.Why was the mediation session not held?

The case settled prior to mediation.

The parties could not agree on a date

The parties did not have enough time to schedule a mediation session

10.The mediation took place:

In person

- Zoom
- Teams

11. Date of first mediation session.

12. Date of second mediation session.

13. Date of third mediation session.

14. Were there additional mediation sessions and if so, how many?

15. Was an agreement reached?

- Yes
- No
- Partial

16. What are the critical reasons the case did not settle?

17. Who attended the mediation session?

- Plaintiff/Petitioner
- Counsel for Plaintiff/Petitioner
- Defendant/Respondent
- Counsel for Defendant/Respondent

18. If the parties were not present at the mediation session(s), do you think their presence would have aided the process?

- Yes

No

19.If the parties were present, did they appear to understand your role as mediator?

Yes

No

20.Please check all that apply regarding the result of the mediation:

Two or more parties reached a settlement agreement.

The agreement disposed of the entire case.

The agreement disposed of part of the case.

The parties discussed settlement.

A party indicated an intention to file a motion for summary judgment or for dismissal of all or part of the case.

Parties agreed about the scheduling or conduct of some discovery.

Parties agreed to exchange information informally.

Parties entered one or more stipulations of fact.

21.How much time (in hours) did you spend preparing for the mediation?

22.What was the duration (in hours) of time spent in mediation session?

23.Did counsel and the parties comply with mediation procedures?

Yes

No

24.To your knowledge, has the matter settled on its own, AFTER you conducted at least one mediation session with the parties? Ex. Last mediation session held on April 15, 2022. No settlement and parties continued with court process. Parties then settle on their own June 1, 2022.

25. Please share any additional comments here.

Post Mediation Survey (Required)

Plaintiff/Petitioner and Defendant/Respondent shall complete this survey at the conclusion of all mediation session(s)

1. Index Number

2. What type of dispute was your matter?

- Commercial - Breach of Contract
- Commercial - Business Dispute
- Commercial - Other
- Matrimonial - Child Custody/Visitation
- Matrimonial - Divorce/Child Support
- Real Estate
- Tort - Auto
- Tort- Construction
- Tort - Slip and Fall
- Tort - Other personal injury

3. What was your role in the matter?

- Counsel for Plaintiff/Petitioner
- Counsel for Defendant/Respondent
- Plaintiff/Petitioner
- Defendant/Respondent
- Insurance Carrier

4. How was the mediation held?

- In person
- Virtual

5. Question

- Option 1
- Option 2

6. Did you reach an agreement?

- Yes
- No
- Partial

7. Please share the name of your mediator

8. The mediation process was clearly explained to me.

- Yes
- No
- Somewhat
- N/A

9. The mediator was neutral and fair.

- Yes
- No
- Somewhat
- N/A

10. I was able to explain my point of view and how I felt.

- Yes
- No
- Somewhat
- N/A

11. The mediator listened to me and understood my concerns.

- Yes
- No
- Somewhat
- N/A

12. I felt the issues that were most important to me were addressed.

- Yes
- No
- Somewhat
- N/A

13. I was encouraged to come up with my own solutions.

- Yes
- No
- Somewhat
- N/A

14. I would recommend this Mediation to others.

- Yes
- No

15. I would recommend the mediation process to others

- Yes
- No

16. I felt that mediation process saved me money in the long run.

- Yes
- No

17. I felt that my case came to a resolution quicker because of mediation.

- Yes
- No

18. Additional commentary about my experience with mediation, including things I would like to change in the future.

**STATEWIDE ADR DATA COLLECTION FORM
AND DATA ENTRY INSTRUCTIONS**

“TICK SHEETS”
STATEWIDE ADR DATA COLLECTION FORM AND INSTRUCTIONS

- **A case must be opened in the ADR Data Collection Database when an active court case is referred to ADR**
- **Complete a data collection form “Tick Sheet” upon referral to ADR and throughout the ADR process to update the status until completed (Ticket sheet to be completed by ADR Coordinator or Judge Part depending on preference)**
- **Tick Sheet is sent to Data Recording Assistant (as of April 2022 -Patricia McKeever)**
- **Data Recording Assistant will input into FileMaker**
- **A list of ADR cases will be forwarded to ADR Coordinator by Data Recording Assistant as a checks and balance system**

Current Tick Sheet:

<https://nycourts.sharepoint.com/sites/DPCS/adr/DataCollection/Forms/AllItems.aspx?id=%2Fsites%2FDPCS%2Fadr%2FDataCollection%2FTickSheetADRupdate9%2E14%2E2021%2Epdf&parent=%2Fsites%2FDPCS%2Fadr%2FDataCollection&p=true&ga=1>

Alternative Dispute Resolution (ADR) Data Collection Form (v.9.14.21) (Tick Form)

Ineligible for Presumptive ADR?

Excluded Temporarily

Excluded Permanently

The above information is NOT collected in the Statewide ADR Data Collection application (SADRDC) at the time of exclusion; hold in file

Part I – Designation <i>(complete Part I of the form upon designating an ADR process and provide to Data Entry Clerk)</i>	
Court Type	<input type="checkbox"/> City Court <input type="checkbox"/> District Court <input type="checkbox"/> Supreme <input type="checkbox"/> County <input type="checkbox"/> Family <input type="checkbox"/> Surrogate's <input type="checkbox"/> Court of Claims <input type="checkbox"/> NYC Civil (incl. Housing)
Court/County	
Docket/Index/Family File Number <i>(same format as entered in court's case management system)</i>	
Case Type <input type="checkbox"/> <input type="checkbox"/>	
Assigned Judge <input type="checkbox"/> None <input type="checkbox"/> TBD	
RJI/Petition File Date	____/____/____
Date of Referral for ADR <i>(date parties first notified they will be participating in ADR)</i>	____/____/____
Type of ADR Process <i>(a separate Data Collection Form is required if the ADR process changes)</i>	ADR Process with Court Staff
	<input type="checkbox"/> Settlement Conference – Judicial (Held by Judge) <input type="checkbox"/> Settlement Conference – Non Judicial but remains with the court (JHO, Law Clerk, Court Attorney Referee...) <input type="checkbox"/> Summary Jury Trial <input type="checkbox"/> Arbitration with JHO/Court Attorney Referee <input type="checkbox"/> Mediation with Court Staff (Confidential)
	ADR Process without Court Staff
	<input type="checkbox"/> Binding Arbitration <input type="checkbox"/> Non-Binding Arbitration <input type="checkbox"/> Mediation <input type="checkbox"/> Neutral Evaluation <input type="checkbox"/> Restorative Justice <input type="checkbox"/> Special Master
Communication Methods Used	<input type="checkbox"/> Video <input type="checkbox"/> In Person <input type="checkbox"/> Phone

Future Court Date(s) and Purpose(s)	____/____/____	_____
	____/____/____	_____
	____/____/____	_____

Part II – ADR Summary and Outcome (*complete after ADR Outcome and provide to Data Entry Clerk*)

Docket/Index/Family File # (same as Part I)	
Neutral/Provider Type	<input type="checkbox"/> Court Attorney Referee / Special Referee <input type="checkbox"/> JHO <input type="checkbox"/> Roster Neutral <input type="checkbox"/> Judge <input type="checkbox"/> Support Magistrate <input type="checkbox"/> Mediation Center (CDRC) <input type="checkbox"/> Other <input type="checkbox"/> Non-Judicial Court Staff <input type="checkbox"/> Never appeared before Neutral/Provider <input type="checkbox"/> Private Neutral
Neutral/Provider Name	
Number of ADR Sessions	
Date of Final ADR Session	____/____/____
ADR Outcome	For ADR Processes: Arbitration (Binding or Non-Binding), Special Master, Summary Jury Trial
	<input type="checkbox"/> Agreement / Settlement <input type="checkbox"/> Partial Agreement (requires Part III Entry) <input type="checkbox"/> Decision Rendered (<i>including Summary Jury Trial Verdict or binding arbitration</i>) <input type="checkbox"/> Case screened out (not appropriate for ADR) (<i>requires Part III entry</i>) <input type="checkbox"/> Case withdrawn/dismissed (<i>requires Part III entry</i>) <input type="checkbox"/> No show (<i>requires Part III entry</i>) <input type="checkbox"/> Parties settled without ANY intervention (<i>requires Part III entry</i>) <input type="checkbox"/> Party opted out / declined (<i>requires Part III entry</i>)
	For ADR Processes: Mediation, Neutral Evaluation, Restorative Justice, Settlement Conference – Judicial, Settlement Conference – Non Judicial
	<input type="checkbox"/> Full Agreement <input type="checkbox"/> Partial Agreement (<i>requires Part III entry</i>) <input type="checkbox"/> No Agreement (<i>include settlements which occur outside of ADR referral</i>) (<i>requires Part III entry</i>) <input type="checkbox"/> Case screened out (not appropriate for ADR) (<i>requires Part III entry</i>) <input type="checkbox"/> Case withdrawn/dismissed (<i>requires Part III entry</i>) <input type="checkbox"/> No show (<i>requires Part III entry</i>) <input type="checkbox"/> Parties settled without ANY intervention (<i>requires Part III entry</i>) <input type="checkbox"/> Party opted out / declined (<i>requires Part III entry</i>)

Part III – Court Disposition (*complete this section only if the case was not fully resolved by any ADR process, after the final court disposition and provide to Data Entry Clerk*)

Court Disposition	<input type="checkbox"/> Dismissed/Discontinued/Withdrawn <input type="checkbox"/> Default or Default after Inquest <input type="checkbox"/> Settled with Stipulation/Order <input type="checkbox"/> Unknown <input type="checkbox"/> Trial Held and Jury/Court Decision rendered.
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Notes/ Court Tracking (this is NOT entered into the Statewide ADR Data Collection application (SADRDC))

COURT INTERPRETER SERVICES

Language Access

- If remote interpreting services are needed for matters referred to mediation the Court will provide one.
- Language Access Protocol:
 1. The mediator or mediation service provider (CDRC, law school, private volunteer mediator) in a court-referred case will be provided with an interpreter if requested.
 2. The local ADR Coordinator (or court staff designee) will contact the language access and court Interpreters:

By Phone: 646-386-5670

By email: courtinterpreter@nycourts.gov

3. The local language access coordinator schedules the interpreter for a two-hour block during the work day (between 9:00 a.m.-1:00 p.m. or 2:00 p.m. to 5:00 p.m.)
4. If necessary, the local language access coordinator (court staff) can submit a request to the Statewide Office of Language Access (OLA) for remote interpreting. Using the remote interpreter request form: [Office of Language Access - Remote Interpreting Request \(courtnet.org\)](#), may lead to staff interpreters being used whenever possible, instead of other, more costly options.
5. Office of Language Access will request a staff interpreter first. The languages on staff are Arabic, BCS (Bosnian,

Croatian, Serbian), Bengali, Cantonese, French, Haitian Creole, Italian, Korean, Mandarin, Polish, Punjabi, Romanian, Russian, Spanish, Urdu, and Wolof. Some of these interpreters also interpret secondary languages such as Bambara, Fulani, Fuzhou, Malinke, Pulaar, Sylheti, Ukrainian, and Wenzhou.

- Any proceeding that is conducted virtually would be interpreted in a consecutive manner and not simultaneously.
- If the mediation will be interpreted remotely, Skype for Business or Microsoft Teams is preferred, but not required.

13th Judicial District

**New York Center for Interpersonal Development
Community Dispute Resolution Centers**

**130 Stuyvesant Place – 5th Floor
Staten Island, NY 10301
718-947-4036
www.nycid.org**