

**THE STATE OF NEW HAMPSHIRE**  
**JUDICIAL BRANCH**  
<http://www.courts.state.nh.us>

Court Name: \_\_\_\_\_  
Case Name: \_\_\_\_\_  
Case Number: \_\_\_\_\_  
(if known)

**MEDIATION PARTICIPATION AGREEMENT**

1. We understand that mediation is a confidential process to explore options for resolving what brought us here today.
2. We understand the mediator is an impartial person who helps us discuss our concerns and options for agreement. The mediator will not make decisions for us. We may, but do not have to, come to agreement on one or more issues in our case.
3. We understand the mediator will not provide counseling or legal advice.
4. We may seek legal advice from an attorney of our own choosing at any time. We understand that it is our best interest to have an attorney review the final agreement before we sign it.
5. We will honestly disclose all information essential to discussing these matters.
6. We understand everything said or written during the mediation is confidential and cannot be used in any further court proceedings unless otherwise allowed by law. We will not subpoena the mediator or the mediator's records about anything said or agreed upon during the mediation.
7. We understand a court cannot subpoena the mediator unless: all parties waive the privilege; a party is alleged to have made a material misstatement of fact which would be perjury under oath; the mediator has received information alleging abuse or neglect of a child; or the mediator has received information about a felony or misdemeanor that has been or is about to be committed.
8. We understand we will receive up to five (5) hours of mediation services. The mediator is to be paid a standard fee of \$300 for those services, as follows:
  - A.  \_\_\_\_\_ will pay the entire fee in accordance with the Notice of Appointment for Mediation (NHJB-2069-F).
  - B.  The fee will be proportionally shared in accordance with the Notice of Appointment for Mediation (NHJB-2069-F).
  - C.  If the Court determines that **Petitioner** qualifies, his or her fee will be paid, initially, by the Office of Mediation and Arbitration Family Mediation Fund. After mediation, the Office of Cost Containment will contact the Petitioner to repay the fee.
  - D.  If the Court determines that **Respondent** qualifies, his or her fee will be paid, initially, by the Office of Mediation and Arbitration Family Mediation Fund. After mediation, the Office of Cost Containment will contact the Petitioner to repay the fee.
  - E.  Other:

\_\_\_\_\_  
Date /s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Petitioner Attorney for Petitioner (if present)

\_\_\_\_\_  
Date /s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Respondent Attorney for Respondent (if present)

\_\_\_\_\_  
Date /s/ \_\_\_\_\_  
Mediator

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

**MEDIATION PARTICIPATION AGREEMENT**

**MEDIATION PARTICIPATION AGREEMENT: HOURS BEYOND INITIAL FIVE**

If the mediator determines mediation beyond the initial five hours would benefit the parties, the mediator may offer you the option. Do you consent?

We understand we are not required to continue mediation beyond five hours, but have agreed to continue mediating. We understand they can terminate mediation at any time.

The mediator has explained that we can continue to mediate beyond five hours, and that we are to pay the mediator based on the sliding scale in Supreme Court Rule 48-B applies. We understand the sliding scale fee for each party is \_\_\_\_\_ per hour for Petitioner and \_\_\_\_\_ per hour for Respondent, and we will pay it based on the following:

**A. If a party or parties has been approved for payment through the Office of Mediation and Arbitration Family Mediation Fund (Fund) and parties have agreed to continue with mediation beyond 5 hours, the mediator must seek approval from the Office of Mediation and Arbitration.**

I am approved for payment of my sliding scale mediation fee through the Fund. I understand and agree I will be responsible for reimbursing the Fund for the fee per hour. I understand the Office of Cost Containment will contact me after mediation is completed.

**B. If a party or parties do not qualify for payment from the Fund and the parties have agreed to continue with mediation beyond 5 hours, the party or parties will pay the mediator directly for mediation services beyond 5 hours in accordance with the sliding scale.**

I understand and agree to pay for mediation services in accordance with the sliding scale pursuant to Supreme Court Rule 48-B, for any time beyond 5 hours. I agree to pay mediator at each session for the time at that session unless the party(ies) and the mediator agree otherwise.

**Sliding Scale Fee Schedule**

Individual Annual Gross Income	Fee Per hour
\$10,000 and under	\$15. per hour
\$10,001 - \$15,000	\$20. per hour
\$15,001 – \$20,000	\$25. per hour
\$20,001 - \$30,000	\$35. per hour
\$30,001 - \$35,000	\$45. per hour
\$35,001 - \$40,000	\$55. per hour
\$40,001 - \$50,000	\$65. per hour
\$50,001 - \$100,000	\$75. per hour
\$100,001 or more	\$100. per hour

\_\_\_\_\_/s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Date Petitioner Attorney for Petitioner (if present)

\_\_\_\_\_/s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Date Respondent Attorney for Respondent (if present)

\_\_\_\_\_/s/ \_\_\_\_\_  
Date Mediator

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

**MEDIATION PARTICIPATION AGREEMENT**

**REMOTE MEDIATION AGREEMENT**

1. I understand that this agreement supplements the Mediation Participation Agreement. The provisions in this agreement do not negate, replace, abrogate, or in any other way change the provisions in the Mediation Participation Agreement
2. I understand that I am fully responsible for the privacy at my location of the telephonic and/or video mediation session.
3. I will ensure that *only* court-approved parties to the case are within hearing distance of my location unless previously agreed to by all parties.
4. I agree that I will not record or permit the recording of all or any part of the mediation without the consent of all parties and the mediator. I will ensure that each additional attendee at the mediation for which I am responsible also acknowledges and agrees to this.
5. I have been informed of the mediator's video conference service provider and have had the opportunity to assess the provider's online security and agree to its use.
6. I understand that most privacy and confidentiality breaches are due to user error. Therefore, I agree that I will not share or disclose any Meeting IDs and passwords of the mediation session.
7. I understand that there may be risks in using a remote platform for a mediation and have freely consented to do so. The mediator is not liable, except as outlined in RSA 490-E.
8. I understand that the remote mediation is considered "mediation" for the purposes of all applicable legislation, regulations, and rule.

\_\_\_\_\_/s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Date                      Petitioner                      Attorney for Petitioner (if present)

\_\_\_\_\_/s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Date                      Respondent                      Attorney for Respondent (if present)

\_\_\_\_\_/s/ \_\_\_\_\_  
Date                      Mediator