



Med-Arbitration Submission Agreement

Notice to Claimant / Claimant's Attorney In This Case:

STEP #1: To initiate med-arbitration, Claimant completes pages 1 & 2 of this Submission Agreement. Contact information for all named Respondents must be supplied by Claimant.

STEP #2:

- Send this form, attachments, and required filing fee to COMA at the address listed above. Attachments may include a written detailed statement of the dispute, copy of the document with a mediation provision, and the required filing fee.
- Serve all named Respondents a complete copy of all documents supplied to COMA in a manner that can be demonstrated, such as certified mail, e-mail with a return receipt request & confirmation of receipt, or by personal process service.
- Provide proof of service to COMA once received.

Claimant's Information, Acknowledgements & Signatures (pages 1 & 2)

Claimant Information

Claimant Attorney Information

Name	<input type="text"/>	Attorney Name	<input type="text"/>
Employer	<input type="text"/>	Law Firm Name	<input type="text"/>
Street Address	<input type="text"/>	Atty Address	<input type="text"/>
City ST Zip	<input type="text"/>	Atty City ST Zip	<input type="text"/>
Phone #	<input type="text"/>	Fax #	<input type="text"/>
E-mail	<input type="text"/>	E-mail	<input type="text"/>

I agree to communication and the exchange of documentation via e-mail & other electronic means.

I agree to communication and the exchange of documentation via e-mail & other electronic means.

Claimant must supply contact information for all named Respondents:

Respondent #1	<input type="text"/>	Respondent #2	<input type="text"/>
Street Address	<input type="text"/>	Street Address	<input type="text"/>
City ST Zip	<input type="text"/>	City ST Zip	<input type="text"/>
Phone #	<input type="text"/>	Fax #	<input type="text"/>
E-mail	<input type="text"/>	E-mail	<input type="text"/>

Briefly Describe the Dispute. A full narrative may be provided in a separate attached document:



Med-Arbitration Submission Agreement

Dollar Amount in Dispute \$ Other Disputed Matters:

The named claimant, a party to a contract dated hereby submits the dispute to med-arbitration.

The undersigned parties hereby state that they have read the Med-Arbitration Rules of Procedure

The undersigned parties agree that in the event that a hearing or trial is necessary, all discussions and proposed agreements shall be held confidential.

The undersigned parties acknowledge that signed agreements or an award that results from med-arbitration may be filed in any court of competent jurisdiction to affect an order for enforcement.

A \$75 non-refundable filing fee is due at the time of response. Unless payment arrangements are made in advance, COMA will charge dispute resolution fees to the credit card held on file. Please complete the attached Credit Card Authorization Form and return with this form.

The filing parties sign and acknowledge the above:

Signature Claimant #1	<input type="text"/>	Date	<input type="text"/>
Signature Claimant #2	<input type="text"/>	Date	<input type="text"/>
Claimant's Attorney	<input type="text"/>	Date	<input type="text"/>

INFORMATION FOR ALL PARTIES

Information is available on COMA's website:

1. Med-Arbitration Rules of Procedure: <http://coma.com/rules/med-arbitration>
3. Fee Authorization Form (mediation fees apply to med-arbitration): <http://coma.com/med-arbitration-fee-agreement.pdf>
4. Fee Agreement Terms and Conditions: <http://coma.com/fees>

WHAT IS THE DIFFERENCE BETWEEN MEDIATION AND MED-ARBITRATION?

Mediation is a formal negotiation of the disputed matters. It may not result in a binding agreement if the parties do not consent to the negotiated terms of resolution. If not resolved in mediation, additional steps of either filing for arbitration or litigation, along with commensurate time and costs, are necessary. The contract determines whether you must litigate or arbitrate.

Med-Arbitration is a form of dispute resolution that combines the self-determination of mediation with the finality of arbitration. In the initial stage of a Med-Arbitration proceeding, the parties attempt to reach a voluntary settlement with the assistance of a single, neutral Med-Arbitrator. If a settlement is not reached, the parties are given a full and fair hearing by the same Med-Arbitrator in a contiguously scheduled session in which to present their respective cases. After considering the evidence and testimony presented, the Med-Arbitrator renders a written decision which is binding on the parties. If the parties cannot voluntarily agree in mediation, the Med-Arbitrator will render a binding decision to bring the matter to a close.



Response to Med-Arbitration Filing

Notice to Respondent / Respondent's Attorney in This Case:

You are hereby notified that the dispute matters between yourself and the Claimant(s) are being filed with COMA / Colorado Mediators & Arbitrators, with a request that it commence med-arbitration services.

You have 10 days from the date of service to respond. Complete page 3 of this Submission Agreement and deliver one copy to COMA and one copy to the Claimant, along with any written response and attachments. The required filing fee must be delivered with the response to COMA to be deemed "filed."

- Filed Timely - within 10 Days of Receipt of Claimant's Submission Agreement
- Not Filed within 10 Days of Receipt of Claimant's Submission Agreement

 Update Contact Information Provided on Initial Claim above: Enter Attorney Contact Information Respondent agrees to communication and the exchange of documentation via e-mail & other electronic means. Attorney agrees to communication and the exchange of documentation via e-mail & other electronic means.

Briefly Respond to Claimant's Description of the Dispute. A full narrative may be provided in a separate attached document:

Mediation is a formal negotiation of the disputed matters. It may not result in a binding agreement if the parties do not consent to the negotiated terms of resolution. If not resolved in mediation, additional steps of either filing for arbitration or litigation, along with commensurate time and costs, are necessary. The contract determines whether you must litigate or arbitrate.

Med-Arbitration is a form of dispute resolution that combines the self-determination of mediation with the finality of arbitration. In the initial stage of a Med-Arbitration proceeding, the parties attempt to reach a voluntary settlement with the assistance of a single, neutral Med-Arbitrator. If a settlement is not reached, the parties are given a full and fair hearing by the same Med-Arbitrator in a contiguously scheduled session in which to present their respective cases. After considering the evidence and testimony presented, the Med-Arbitrator renders a written decision which is binding on the parties. If the parties cannot voluntarily agree in mediation, the Med-Arbitrator will render a binding decision to bring the matter to a close. Med-Arbitration Rules may be viewed at <http://coma.com/rules/med-arbitration>.

ACKNOWLEDGEMENTS

- The undersigned parties hereby state that they have read the Med-Arbitration Rules of Procedure
- The undersigned parties agree that in the event that a hearing or trial is necessary, all discussions and proposed agreements shall be held confidential.
- The undersigned parties acknowledge that signed agreements or an award that results from med-arbitration may be filed in any court of competent jurisdiction to affect an order for enforcement.
- A \$75 non-refundable filing fee is due at the time of response. Unless payment arrangements are made in advance, COMA will charge dispute resolution fees to the credit card held on file. Please complete the attached Credit Card Authorization Form and return with this form.

The parties sign and acknowledge the above:

Signature of Respondent #1 Date

Signature of Respondent #2 Date

Signature of Attorney Date



Claimant's Med-Arbitration Fee Agreement: No Retainers. Pay As You Go. Simple.

Colorado Mediators & Arbitrators™ | COMA requires a valid credit card or debit card to be kept on file to secure dispute resolution fees. Unless payment arrangements are made in advance COMA will charge dispute resolution fees to the credit or debit card on file.

1. **INITIATION FEE:** Each Party is charged a \$75.00 non-refundable initiation fee upon signing the agreement for Med-Arbitration.
2. **HOURLY RATE:** The fees for each session are due upon confirmation of scheduling. The mediator's hourly rate is \$200 per hour. The rate is evenly divided between the parties for joint sessions, or payable in full by a party who participates in an individual session or for work authorized by one party only. Med-Arbitration sessions are scheduled in three (3) hour increments, charged as a block of time whether used in part or in whole. Billable time outside of sessions are billed in .25 hourly increments, to include preparation for med-arbitration; negotiating between parties prior to and between sessions; telephone calls and e-mails with parties or attorneys of the participants; reading and/or preparation of documents and the award; and any other activities requested by the participants. A \$10 fee is assessed for each declined credit card transaction. At the end of each mediation session the current balance for the above services owed shall be paid, as well as fees for services anticipated to be performed between mediation sessions. Eligible refunds of processed fees for cancelled med-arbitration dates shall be charged a \$50 processing fee. Cancellations within 10 business days of session forfeit the full cost of session. When med-arbitration is rescheduled greater than 10 business days prior to the scheduled date, processed fees shall be applied to services rendered within 30 days of the cancelled session date.
3. **EX-PARTE COMMUNICATION:** No private communication with the Med-Arbitrator is permitted to prevent the unfair influence of the Med-Arbitrator by the parties. Therefore, separate rooms for "shuttle" mediation are not allowed.
4. **OUTSTANDING BALANCES AND COLLECTIONS:** COMA shall not be required to provide any award, decision or work product produced by a mediator or arbitrator until all charges and fees are paid. Outstanding balances payable to COMA are subject to a compounding monthly interest rate of 2%. Parties agree to pay any fees or costs incurred by COMA to collect any outstanding amounts owed by client. Such fees and costs may include, but shall not be limited to, collection agency commissions, fees or charges; attorney fees and costs; and court costs. A minimum of \$200.00 will be accessed to all accounts that are assigned for collections.

Card Holder's
Comments

Visa / MasterCard #

Discover and American Express not accepted

Expiration Date

V-Code

Name on Card

Billing Address

Billing City ST Zip

Phone # of Card Holder

Email

Name of party for whom payment is made

Name of party for whom payment is made

I understand and agree to each of the provisions of this agreement. I authorize charges by COMA for fees related to the above-named party or parties..

Signature of Card Holder _____ Date _____



Respondent's Med-Arbitration Fee Agreement: No Retainers. Pay As You Go. Simple.

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- 2. HOURLY RATE:** The fees for each session are due upon confirmation of scheduling. The mediator's hourly rate is \$200 per hour. The rate is evenly divided between the parties for joint sessions, or payable in full by a party who participates in an individual session or for work authorized by one party only. Med-Arbitration sessions are scheduled in three (3) hour increments, charged as a block of time whether used in part or in whole. Billable time outside of sessions are billed in .25 hourly increments, to include preparation for med-arbitration; negotiating between parties prior to and between sessions; telephone calls and e-mails with parties or attorneys of the participants; reading and/or preparation of documents and the award; and any other activities requested by the participants. A \$10 fee is assessed for each declined credit card transaction. At the end of each mediation session the current balance for the above services owed shall be paid, as well as fees for services anticipated to be performed between mediation sessions. Eligible refunds of processed fees for cancelled med-arbitration dates shall be charged a \$50 processing fee. Cancellations within 10 business days of session forfeit the full cost of session. When med-arbitration is rescheduled greater than 10 business days prior to the scheduled date, processed fees shall be applied to services rendered within 30 days of the cancelled session date.
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Name on Card

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Billing City ST Zip

Phone # of Card Holder

Email

Name of party for whom payment is made

Name of party for whom payment is made

I understand and agree to each of the provisions of this agreement. I authorize charges by COMA for fees related to the above-named party or parties..

Signature of Card Holder _____ Date _____