

LARRY HOGAN

Governor

BOYD K. RUTHERFORD

Lt. Governor



**STATE OF MARYLAND
OFFICE OF THE
PUBLIC ACCESS OMBUDSMAN**

LISA A. KERSHNER
Public Access Ombudsman

STANDARDS OF CONDUCT APPLICABLE TO THE OMBUDSMAN & PARTIES

Mediation is an entirely voluntary process – it can be terminated at any time for any reason by either party or by the Public Access Ombudsman (“Ombudsman”) if, in her judgment, further efforts are not likely to be productive of a mutually satisfactory resolution. In order to facilitate open dialogue and the timely processing of all requests for assistance, the Ombudsman and the parties are expected to adhere to the following Standards of Conduct.

STANDARDS APPLICABLE TO PARTIES

The parties to a mediation will treat the Ombudsman, her staff, and all persons involved in the process in a courteous manner that respects the role of the Ombudsman as an independent and neutral facilitator.

The parties to a mediation will cooperate with the Ombudsman by supplying pertinent documentation and information that is requested in a timely fashion. Generally, this may include the PIA request and any available agency response(s) that are relevant to the mediation. Additional background documents or information may be requested depending on the issues involved in each case.

The parties to a mediation will cooperate by making themselves available with reasonable notice for individual consultations with the Ombudsman and/or for group meetings (virtual or in-person) that are aimed at facilitating a timely resolution or partial resolution of a dispute.

The parties to a mediation will follow through and perform those actions as agreed to during the mediation, and shall promptly notify the Ombudsman and other parties if they are unable to meet deadlines or complete steps agreed to during the mediation.

The parties should abide by the same confidentiality restrictions and guidelines regarding mediation information and communication as outlined in the “Confidentiality of Ombudsman Mediations” provided by the Ombudsman.

STANDARDS APPLICABLE TO THE OMBUDSMAN

The Ombudsman is subject to certain mandatory confidentiality restrictions provided by Maryland law. These include the provisions of the PIA that govern the Ombudsman's office, the regulations adopted by the office that implement these provisions, and by the Maryland Mediation Confidentiality Act ("MMCA").

The Ombudsman abides by the [Maryland Standards of Conduct for Mediators](#) and keeps all mediation information and communications confidential in accordance with the MMCA. Materials describing these restrictions are published on the Ombudsman's website and are available on request.

Some of the key points to be aware of are:

1. The Ombudsman is obligated to hold in confidence all information and communications she initiates or receives in connection with a potential or actual mediation and cannot disclose such information or communications to any third party without advance written consent from both parties to the mediation.
2. The Ombudsman may discuss the mediation with her counsel, staff, and any others working under her supervision, as needed; however, they are subject to the same confidentiality restrictions that the Ombudsman must follow.
3. Subject to a few narrow and rarely applicable exceptions, the Ombudsman and her staff cannot be compelled to testify or otherwise disclose any mediation information or communications in any adjudicative proceeding.
4. Written mediation communications, such as a summary of the issue or any other mediation communications, generally are not admissible in adjudicative proceedings.

FINAL POINTS

If you are not willing to abide by the confidentiality restrictions outlined in "Confidentiality of Ombudsman Mediations," which are the usual custom and practice in mediations, the Ombudsman asks that you notify our Office and the other party so that an informed decision can be made by all concerned as to whether the mediation should go forward under those circumstances.

Please feel free to let our Office know if you have any questions, concerns or objections to any of the above. In the absence of any objections, we will assume that these terms are agreeable to all parties and that we are all on the same page.