



# Legal Aid Agency

## Family Mediation Guidance Manual

Version:	Issue Date:	Review Date:	Expiry Date:	Owned by:
5.0	September 2018	August 2018	N/A	Service Development

## Version History of the Family Mediation Guidance Document

Version:	Date	Reason
2.0	1 <sup>st</sup> April 2013	To reflect changes as a result of the Legal Aid Sentencing & Punishment of Offenders Act 2012
2.1	1 <sup>st</sup> June 2013	To reflect changes to incurring disbursement for Alcohol and Drug Testing
2.2	1 <sup>st</sup> November 2013	Update to Models of mediation and a section on useful links
3.0	November 2014	To reflect changes to the Civil Legal Aid (Financial Resources and Payment for Services) Regulations 2013 To remove duplication with 2010 Standard Civil Contract Family Mediation Specification
4.0	March 2015	To reflect reporting changes into the Controlled Work Administration (CWA) system
5.0	September 2018	To update and reflect the changes introduced by the 2018 Standard Civil Contract

## Version History of the Guidance for Completing Mediation Submissions (previously a separate document)

Version:	Date	Reason
1	1 <sup>st</sup> April 2013	Initial release
2	8 <sup>th</sup> July 2014	Update of reporting address
3	November 2014	To reflect changes to the Civil Legal Aid (Financial Resources and Payment for Services) Regulations 2013
4	March 2015	To reflect the transfer of mediation reporting into CWA

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## 1. Overview

1. The guidance provides an overview of the availability of legal aid for mediation and how you should claim for work done under your mediation contract.

## 2. Contracts, regulations and guidance

- 2.1 Family Mediation falls under the 2018 Standard Civil Contract and there is a specific Family Mediation Specification. You must read and be familiar with the Standard Terms and the Family Mediation Specification. These can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/728368/2018\\_Standard\\_Civil\\_Contract\\_Family\\_Mediation\\_Specification\\_July\\_2018\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/728368/2018_Standard_Civil_Contract_Family_Mediation_Specification_July_2018_.pdf)

- 2.2 Guidance for reporting work in CWA can be found here:

<https://www.gov.uk/government/publications/cwa-detailed-user-guides>

- 2.3 The Civil Legal Aid (Remuneration) Regulations 2013 (as amended) set out the fees payable for mediation at Part 4 Schedule 1, Tables 11a and 11b:

<http://www.legislation.gov.uk/ukxi/2013/422/schedule/1/made>

- 2.4 The Civil Legal Aid (Procedure) (Amendment) (No 2) Regulations 2016 set out the rules governing the eligibility of clients for mediation where one party is eligible and one party is not. The link can be found here:

<http://www.legislation.gov.uk/ukxi/2016/561/regulation/2/made>

- 2.5 The Cost Assessment Guidance sets out further guidance on what work can be claimed for. Where there is a clash between the Cost Assessment Guidance and this guidance then the Cost Assessment Guidance will take precedence. The Cost Assessment Guidance can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/737499/Costs\\_Assessment\\_Guidance\\_2018\\_-\\_Version\\_1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/737499/Costs_Assessment_Guidance_2018_-_Version_1.pdf)

## 3. Family Mediation Criteria

- 3.1 Paragraph 14 of Part 1 of Schedule 1 to the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (LASPO) provides that you can only mediate on a 'family dispute' which is a matter arising out of a family relationship as defined in LASPO.

- 3.2. Questions to answer in determining whether a matter is in scope of public funding for family mediation:

- Are there family issues in dispute?
- Are these disputes over legal issues, rights or duties, i.e. capable of giving rise to family proceedings?

- 3.3. For the matter to be in scope there must be a family dispute and the nature of this dispute must relate to legal issues, rights or duties, such as substantive child contact issues and/or the resolution of issues relating to financial assets. These legal disputes must be capable of resolution through family court proceedings. Family mediation will cover disputes for example over:
- Contact arrangements
  - Residence and Parental Responsibility
  - Child maintenance
  - Property
  - Finance – savings, debts and pensions
- 3.4. As part of considering whether mediation is suitable for the dispute, the parties and all the circumstances, the mediator must consider whether the costs of mediation are themselves justified.
- 3.5. If there is no family dispute involving legal issues and the role of the mediation is simply to improve communication and the relationship between the parties, then this will not fall within the scope of legal aid.
- 3.6. The fact that this breakdown in communication could lead to the couple eventually splitting up and then having a legal dispute is not relevant to satisfy the criteria. Improved communication between a couple may be a by-product of the mediation process but it is the attempt to resolve legal disputes which is the key issue for the purposes of granting legal aid.

#### **4. Financial Eligibility**

- 4.1 You must complete a means assessment form for each client (the CIV MEANS 7 form) and be familiar with the means assessment guidance. The forms and guidance can be found here:

<https://www.gov.uk/civil-legal-aid-means-testing>

- 4.2. Satisfactory evidence of income and capital must be retained on file. Specifically, evidence showing client's eligibility during the computation period must be provided. Employment income can only be verified in a wage slip not a bank statement by itself as this shows net income only. Where an employed client is paid weekly providers should obtain 4 weekly wage slips to cover the entire computation period. The Computation Period for evidence of means is the calendar month ending on the day of the application. Providers need to calculate correctly the client's gross/disposable income from the evidence provided.
- 4.3. Additionally, evidence of expenditure is required in certain circumstances such as where the clients housing costs exceed a third of their income. This evidence should always be obtained where the expenditure makes the difference between the client being eligible or not.
- 4.4. Where the client indicates they have no income/capital the Provider must not leave the form blank, but indicate the lack of resources via zeroes in each column (lines through each column may also be accepted provided it is made clear on the form.) Where friends/family members are supporting the client, a signed and dated letter confirming the level and extent of support must be retained on file.

- 4.5. Where both income and capital sections (where applicable) of the MEANS 7 form are not fully completed it cannot be determined that the assessment of eligibility was carried out fully and correctly at the outset of the matter and this will result in a nil assessment. Providers are advised to double check the figures on more complex calculations and where there are several sources of income to limit errors being made.

## 5. Competence of Mediators

- 5.1 Mediators registered with the Family Mediation Council (FMC) as working towards accreditation and assessed as ready to mediate by their Professional Practice Consultant (PPC) can co-mediate legal aid cases where the second mediator is FMC Accredited (FMCA). However, they are not able to claim the case as a co-mediation case.

## 6. Mediation Information and Assessment Meetings

- 6.1 Where at least one party is eligible for legal aid then legal aid will cover the costs of assessment meetings for both parties (whether held together or separately). This is the case regardless of the order in which the parties were seen. The Civil Legal Aid (Procedure) (Amendment) (No 2) Regulations 2016 set out the rules governing the eligibility of clients for mediation where one party is eligible and one party is not. The link can be found here:

<http://www.legislation.gov.uk/ukxi/2016/561/regulation/2/made>

- 6.2 Providers are not permitted to charge publicly funded clients any additional administrative fees under the contract i.e. for missed appointments or late cancellations. If the LAA are paying for the ineligible client because their partner is eligible then the ineligible client in this instance cannot be charged any additional administration fees. In all other respects providers can charge private clients whatever they wish.

## 7. First mediation sessions

- 7.1 The Civil Legal Aid (Financial Resources and Payment for Services) Regulations 2013 exempt non-financially eligible parties from the financial means test in respect of the first mediation session where the other party is financially eligible for legal aid and the first mediation session after the MIAM takes place on/after 3 November 2014. In those circumstances the LAA will pay **half** a single session fee in relation to the party who would not otherwise be financially eligible for legal aid. For all subsequent mediation sessions following the first session legal aid will only be available for the party eligible for legal aid. Agreed Proposal fees will only be payable in relation to financially eligible parties.
- 7.2 A claim for a mediation is a claim for the whole of the case. Therefore, if a client was not eligible for mediation at the start of the mediation but subsequently becomes eligible and you are making a claim to the LAA for payment then you need to refund the client any monies they have paid privately in relation to the mediation.

## 8. Subject Matter of Mediation

### *AIM cases*

- 8.1. To be classified as All Issues the mediation must include substantive consideration of (i) an issue in relation to the division of family assets and other financial arrangements, property and pensions; and (ii) an issue in respect of any arrangements to be made for the child/ren;
- 8.2. Providers will need to evidence a **legal dispute for both** children and finance issues in client files to satisfy the eligibility criteria for all issues matters. Where there is insufficient evidence for both matters AIM fees will not be claimable

### *Mediation in public law children disputes*

- 8.3. A 'family dispute' for the purposes of falling within the scope of legal aid for mediation is set out in Schedule 1 Part 1 paragraph 14 of the Act. This limits the scope of Family Mediation to assisting in the resolution of family disputes about legal rights and duties whether or not proceedings have yet been issued. This applies equally in both private law and public law children matters.

## 9. Models of Family Mediation

- 9.1. The LAA is guided by the FMCI on appropriate mediation models that comply with Professional Codes of Practice.
- 9.2. For mediation to take place and be claimable under the legal aid scheme it is expected that both clients should generally be in attendance either in the same room or in separate rooms (shuttle mediation). Public funding is not usually available for mediation where clients attend at different times as we do not consider this constitutes effective mediation practice. There are exceptions to this rule if for example there is a restraining order in place against one of the parties to the mediation or if separate attendance is the only meaningful way of facilitating mediation.
- 9.3. It is important to note that where this model is used one mediation session for the purposes of claiming work constitutes both clients having attended separate sessions (i.e. separate sessions with the clients would constitute one mediation session for the purposes of a claim against legal aid). Justification of the use of this model must be kept on file for the purposes of any future audit.
- 9.4. The use of video-conferencing for both assessment meetings and mediation is permissible under the legal aid contract. Mediators must ensure there is a record of why its use was considered appropriate in each session within the clients file.

### *Co-Mediation*

- 9.5. Co mediation means mediation with two mediators for all or part of the mediation. Any decision to use a co-mediator will only be justified in exceptional circumstances and justifications will need to be included in the file, with details where appropriate of reasons such as:
  - Complexity, legal, psychological or other factors that make the case complex,
  - Following a risk assessment for the participants and/or the mediator,

- Any reasons as to the requirements or specialist and/or expert skills; and
  - Any management issues for the mediation.
- 9.6. Examples would be where there are more than two parties involved in the mediation so the dynamics of the mediation itself are complex or if there are complicated international issues involved in the dispute. It may also be acceptable to use this model of mediation where there is direct consultation with a child (to allow for a mediator trained and recognised to undertake Direct Consultation with Children to participate in the mediation process) or shuttle mediation is used.
- 9.7. It would not be acceptable for co-mediation to be undertaken simply to provide support for the mediator and would not be justified if one of the parties was upset or if a party was angry with their former partner as these would be typical emotions experienced by clients attending mediation.

#### *Child Inclusive Service*

- 9.8. When undertaking mediation work Providers should take into consideration the value/use of child- inclusive mediation. There is growing evidence that where matters involve children having their involvement in the decision-making process can be key to make sustainable decisions. Mediators therefore should discuss the benefits of this with couples during the MIAM assessment when appropriate.
- 9.9. Any mediator who undertakes this work must have attended a recognised training course by a member organisation of the FMC and obtained the consent of both parties before commencing this work. This model is claimable under the standard fixed fee scheme.
- 9.10. Where direct consultation is used a mediation service should add the code DCC on the end of the reference number for the mediation. This will allow the LAA to identify cases where direct consultation is used and monitor the profile and outcomes achieved.

#### *Back to back mediation sessions*

- 9.11. Multiple sessions can take place on the same day if it is appropriate and justifiable to do so. We would only really consider it appropriate in exceptional circumstances and would expect some justification to be recorded on the file where this model is used. An example would be where a client has travelled a significant distance (child abduction type disputes where time is also extremely limited) and significant progress is being made.
- 9.12. This more intensive type of mediation would require certain conditions to be met such as:
- There are appropriate breaks between sessions so that clients can reflect on the discussions being had.
  - There are at least two meaningful mediation sessions undertaken. The LAA would not pay a multi session rate where the second session is very short.
- 9.13. In the majority of cases this type of approach would not be necessary or appropriate as clients will benefit from having a few days to consider and reflect on what gets discussed at mediation so they don't feel pressurised into reaching agreements on issues that they are uncomfortable with as these are potentially less likely to last.



## 10. Records of Mediation Sessions and Client Consent

- 10.1 Records of mediation sessions and assessment meetings should be retained on file. There have been several cases found where mediation sessions have taken place but the only evidence on file to demonstrate this, were letters confirming the discussions. Providers should have a completed pro-forma of the session or a typed/hand-written record of the actual mediation session itself. This will show the full nature and content of the discussion. Where handwritten records are kept mediators are asked to ensure these are clear and legible.
- 10.2 Private clients must be alerted to the fact that their file may be subject to audit by the LAA if the other party is publicly funded. There should be documentary evidence on file showing consent has been obtained. This would usually be a signature on an agreement to mediate or confidentiality document. If the publicly funded client has signed the means form, then their consent has been given.

## 11. Agreed Proposals

- 11.1. "Agreed Proposals" means the parties reach agreement on the majority of issues in dispute and a written Mediation Summary is produced reflecting that agreement at the end of the mediation. A "Mediation Summary", which may also be termed Memorandum of Understanding (MoU), means the recorded details of the proposals agreed in the mediation process in all or some of the areas identified at the start of the mediation. This may, where appropriate, include an Open Financial Summary. What this document looks like is not prescriptive, but the Mediation summary should be consistent with the F's professional standards and Code of Practice and reflect the position at the end of the mediation.
- 11.2. The Agreed Proposal fee should only be claimed where there is a clear agreement evidenced on file on the majority of issues in dispute. A written Mediation Summary should be produced reflecting this agreement at the end of the mediation. The agreement itself may not reflect all the issues that were in dispute (for example, those where agreement was not reached).
- 11.3. The production of summaries throughout the course of each mediation session outlining progress, interim or potential agreements would not constitute an agreement for this purpose and the agreed proposal fee should not be claimed in these circumstances. An Agreed Proposal fee can only be claimed where an agreement is reached and details are drafted during mediation which provide an on-going solution to the dispute at the conclusion of the mediation.

### *The use of Letters*

- 11.4. If agreement is reached on most of the issues and the letter is sufficiently well detailed and clear i.e. sets out the agreement reached in enough detail for all parties to be clear about what the arrangements for children are in terms of contact arrangements, duties expected in exercising parental responsibility, specific issues etc., then the Agreed Proposal fee would be claimable.
- 11.5. If it is a basic letter that doesn't adequately cover the issues/agreements reached then the fee is not claimable.
- 11.6. For the purposes of a financial dispute a letter and open financial statement would only suffice as an agreement if the matter was very straightforward – e.g. a house with not

a lot of equity and a straight split AND the clients did not want an MoU perhaps because of expense for example. In those cases you can claim for an Agreed Proposal. Otherwise a full agreement/MoU would be required and a letter would not be appropriate or sufficient to support a claim for the Agreed Proposal fee.

11.7. Where mediators are conducting a mediation on All Issues but reach Agreement/Agreed Proposal/s on only some issues e.g. Property and Finance, then only the Property and Finance Agreed Proposal fee is payable. Vice versa if agreement is reached only on the Child Only issues, only the Child Only Agreed Proposal Fee will be payable.

11.8 *How to correctly claim the appropriate outcome codes*

### **S - Outcome**

If at the conclusion of the mediation, an agreement is reached on most of the issues in dispute and a detailed document is drafted clearly setting out the agreed proposal reached then an 'S' outcome should be claimed.

### **A - Outcome**

If clients reach agreements through mediation, but do not need or have a written summary produced for them then an A outcome can be claimed. This recognising the value of mediation in helping the clients to reach agreement, but attracts no payment as no agreement/MoU is drafted.

If broad agreement is reached through the mediation process on the issues and the clients can resolve the outstanding issues themselves and don't require a formal agreement to be drafted then again A, should be claimed.

### **C - Outcome** – only applicable for AIM cases

If an agreement isn't reached on most of issues in an All Issues Mediation (so not an 'S' outcome), but agreed proposals are reached on most children issues then C can be claimed.

### **P - Outcome** - only applicable for AIM cases

If an agreement isn't reached on most of issues in an All Issues Mediation (so not an 'S' outcome), but agreed proposals are reached on most of property and finance issues then P can be claimed.

### **B - Outcome**

Where no agreed proposals are achieved and the mediation has broken down a 'B' outcome should be claimed. It is recognised that even where a full or partial agreement isn't reached mediation can still play an important and valuable role in narrowing the issues in dispute.

## **12. Use of Disbursements in Family Mediation**

12.1. Paragraph 4.25 of the Family Mediation Specification sets out a non-exhaustive list of disbursements which may not be incurred. The non-allowable disbursements are costs which the LAA consider to be client expenses or items which do not fall within the ambit of services to be provided by public funding for example costs of counselling or therapy.

12.2. If a disbursement is not on the list of non-allowable disbursements then it may be allowable. The issue which will then need to be considered is whether it is in the best interests of the client to incur the disbursement to provide mediation to the client. The

amount of the disbursement must also be reasonable and the principle purpose in incurring the disbursement should be to further the mediation.

- 12.3 Where only one party is eligible we will generally only pay half the cost of a disbursement if it is to the benefit of both parties. If the disbursement is solely for the benefit of the legally aided client then we will fund the full cost of the disbursement. Mediators should be aware of the general rules around claiming for disbursements that are set out in the Cost Assessment Guidance.

#### *Paternity or DNA Testing*

- 12.4. A paternity/DNA test may be permissible if it is crucial to furthering the mediation, i.e. contact will be allowable if a client proves to be the father. However, it won't be permissible if the sole issue is whether the client is the father for example, as the test would be an end in itself and all you would be mediating on is getting an agreement for the test to take place. Once this is established there is nothing left to mediate on. In these circumstances the clients would be using legal aid to fund an issue which the clients should cover themselves, which is not permissible.
- 12.5. Therefore, if the mediation concerns contact, then determining paternity is a crucial element in taking forward the mediation and therefore the DNA testing would progress the mediation.

#### *Drug and alcohol testing*

- 12.6. In relation to alcohol/drug testing we would not generally expect these disbursements to be met at this level of advice/support, be it legal advice or mediation. You would need to consider carefully the purpose of the tests, their relevance and how the results will be interpreted and used.
- 12.7. Drink and drug testing are not always conclusive or 100% accurate in their findings as the results can be affected by hair length (a 1cm length of head hair provides a 1-month history of drug use) or whether hair dye has been used for example.
- 12.8. If there are potential safeguarding issues concerned due to alcohol/drug abuse the LAA consider these cases should be referred to court. That way any expert reports can be more meaningfully scrutinized and considered by the court.

#### *Pension Valuations*

- 12.9. Most pension providers will provide a value of the pension which will be sufficient for the purposes of mediation. The cost of a valuation would only be justified if it was necessary for the purposes of progressing the mediation itself.

#### *Pension Actuary*

- 12.10. In terms of a pension actuary the LAA would only cover the costs of a valuation. This would only be the case if it was needed and it was reasonable to obtain it. Most pension providers will provide a value of the pension without the need for a pension actuary to be involved. The LAA would certainly not cover an actuary providing specialist advice on the pension scheme in terms of options or future arrangements for the clients. These would be client expenses that they should meet themselves.

#### *Cash Equivalent Transfer Value (CETV)*

12.11. The cost of such a valuation is a potentially allowable disbursement in the same way as obtaining valuations of other matrimonial property would be to enable the mediation or work provided by the solicitor to progress. The issue will be whether a full valuation is required. Pension providers will, as a matter of course, usually provide an annual CETV which can sometimes be used. However, if the pension is in payment there are more complicated issues and the pension providers may charge. There may also be charges for more complicated pension's e.g. armed forces.

#### *Claiming Disbursements and fees and rates payable*

12.12. If incurring a disbursement, it is appropriate to refer to the Civil Legal Aid (Remuneration) Regulations 2014 (as amended). Where the expert service is of a type listed in the Table under Schedule 5 Expert Fee and Rates, the Lord Chancellor must pay remuneration to the provider for the expert service at the fixed fees or at rates not exceeding the rates set out in the Table. Where an expert is not listed in the Regulations a provider must ideally look to get 2-3 quotes where possible to make sure they are paying the market rate for the work undertaken.

### **13. Family Mediation at Court**

13.1. In the case of 'at-court' mediation, the LAA may accept a claim for assessment without corroborated income evidence as a client may have attended without prior knowledge of what is required. The LAA recognises that clients will not always bring evidence of their means to Court. In these circumstances the mediator can rely on a current determination as proof of eligibility and a note of the certificate reference should be made and retained on file.

13.2. Alternatively, it is also possible to rely on clause 3.3 of the Family Mediation Specification 'you may assess the prospective Client's means without the accompanying evidence where (a) It is not practicable to obtain it before commencing Family Mediation Contract Work' for work undertaken at court.

13.3. However, in these circumstances the mediator must require the Client to provide the evidence as soon as practicable. If satisfactory evidence of the Client's financial eligibility is not subsequently supplied, or if the evidence shows that the Client is not financially eligible, you may claim the work carried out provided that:

- (a) You have acted reasonably in undertaking work before receiving satisfactory evidence of the Client's means; and
- (b) You have acted reasonably in initially assessing financial eligibility on the information available.
- (c) You do not Claim any disbursement beyond those incurred in the period before it is practicable to obtain satisfactory evidence of the Client's means.'

13.4. These provisions on the assessment of means only relates to assessment meetings and not actual mediation. The key principle of clause 3.3 is to ensure clients can be helped where it is necessary to do so immediately and we consider this is the case for the assessment meeting undertaken at court to determine whether mediation could be suitable. However, once this is established, the court hearing can be adjourned and the clients referred to a mediation session away from the court for this to take place. Consequently, reliance on clause 3.3 is no longer justified.

- 13.5. If providers undertake substantive mediation at court they undertake it at their own risk if full evidence isn't available and can only claim it once evidence of means has been provided. If subsequent mediation sessions take place back at the offices of the mediation services then clients will always need to bring the standard evidence of eligibility required.
- 13.6. If a mediator undertakes meaningful/substantive mediation at court (which although not ideal, can be justified for example due to the travel distance for the clients) where the eligibility of the clients has not been established then a mediator can do so, but they must ensure they obtain the evidence at a later date in order to make a claim to the LAA, otherwise they will be at risk of not being remunerated for this work. Alternatively, if a client is not eligible, a mediator is free to charge the clients private rates for this work at court.
- 13.7. For a mediation session to be claimed at court in addition to the assessment meetings then we consider approximately 40 minutes of actual mediation needs to take place to justify a £168 session fee on top of an assessment meeting fee. This is because where mediation directly follows the assessment meeting at court the time pressures involved will already mean the duration of the assessment meeting will often already be heavily condensed. This should be justified on the file as should any shorter time period.

#### **14. Re-Referrals to Mediation**

- 14.1. Paragraph 4.16 of the Family Mediation Specification sets out that if a mediation case is closed and the clients return within 3 months then the service needs to reopen the case if it relates to the same matter. At conclusion of the further mediation a claim amendment should be submitted via CWA if the previously reported details change, i.e. increase to multi session, change to outcome;  
<https://www.gov.uk/guidance/submit-a-contracted-work-and-administration-cwa-claim-online#amendments-to-submitted-claims>
- 14.2. If the client returns after 3 months since the last visit then the provider can start a new matter. The term 'return' means the date the parties contact the mediation service, not the date of the subsequent mediation session. The last 'visit' is interpreted as the last contact with the clients. The last contact can be taken to mean contact via a letter, telephone call, or face to face meeting.

#### **15. MIAMs and signing the C100**

- 15.1. A MIAM determination by a FMCA accredited mediator lasts 4 months. If an assessment was made more than 4 months ago the mediator can refuse to sign the FM1 form and request that the client comes back to mediation. The 4-month rule applies from the date given on the C100 form and this should be the date that the assessment was made.
- 15.2. A mediator can use their discretion where it is clear that mediation is not appropriate from their original assessment then a FM1 form can be completed without the need for a client to attend a second assessment meeting.

## **16. Completing the CW5 Help with Family Mediation Form**

16.1. The CW5 form provides evidence to a contracted Family legal aid provider that the client concerned has participated in mediation and is potentially eligible for Help with Family Mediation. The Mediation Service should complete the Equal Opportunities section and client details section on page 1 and the mediation details section on the top of page 2. The remainder of the document is for the legal advisor to complete.

## **17. New Outreach Offices**

17.1 The LAA will consider requests for outreach at any time. A decision to grant outreach will be based on whether LAA consider there to be sufficient need for additional provision in a geographical area. As part of this process providers will need to take the following into consideration:

- What services are already operating in the area? Things to consider would include are the existing services being delivered through main offices or outreach and if it is the latter what are the opening time/days when services are provided? Is the mediation being offered at Court?
- What does demand for mediation services look like in the area? Are we hearing from local solicitors/clients that they are struggling to find available mediation services?
- What is the size of the local population and how far are they from their nearest services. What is public transport like in the area?

17.2 Where LAA approve any outreach, contract managers will be required to complete the relevant documentation outreach authority form and allocate the address a unique outreach Authority Code. The code is a 2-digit number and will be the next number in sequence i.e. 01, 02, 03 etc. The main office is always 00. When Providers report outreach work they should quote the relevant 2-digit number to denote the outreach location the work was carried out at.

## **18. Transfer of Files in the event of Mediation Closures**

18.1 If a mediation Provider closes and there is need to transfer work in progress to other services the funding position and the rules are as follows:

- A new service cannot commence work until they notify and discuss the position with their contract manager. The client must be given the choice of where their file is transferred to.
- A new service cannot commence work until they receive the transferred clients' case file from the closing service.
- A new service should not be starting a new matter for cases where the former service has already commenced work. We will not pay twice for the same work.
- A service can only claim for work once it is completed. This is clarified in the paragraphs below:

18.2 If the closing service has undertaken the assessment meetings then these can be claimed by the old service as these are one off events that have been completed. The

new mediation service can rely on these assessments once the file has been transferred and commence mediation in the normal way. The new service cannot claim for additional assessment meetings in these circumstances.

- 18.3 If the closing service has undertaken one or more mediation sessions, but the matter is still on-going and need to be transferred then the closing service cannot claim for these sessions from the LAA. A service can only claim for mediation once it has been completed in accordance with the terms of the contract. The new service should complete the mediation and claim the costs of the mediation in its entirety, excluding the assessment meeting if these haven't been undertaken by them. As part of any transfer the new service would need to agree a proportion of the applicable mediation fee that they would pay to the closing service for the work undertaken prior to the transfer.
- 18.4 Where a case is transferred the new service can rely on the previous eligibility assessment undertaken by closing service, but they must review the information and ensure that they satisfy themselves that all the information is present and has been completed properly to demonstrate eligibility. If the assessment was wrong then the new provider would be required to do a new assessment of means to establish on-going eligibility. Obviously, the client continues to be obliged to notify a service of any change in their financial circumstances since the original assessment.
- 18.5 It is the responsibility of the service (under their contract) to oversee any transfers prior to their closure. Providers are reminded of their contractual obligations in this regard which are set out at paragraphs 3.26-3.28 of the 2018 Standard Civil Contract Family Mediation Specification.

## **Part Two**

### **Guidance for Reporting Work under the Family Mediation Contract**



## 1. Overview

- 1.1 This section sets out how to report Family Mediation work in the Contracted Work and Administration (CWA) system. It should be read in conjunction with the 2018 Standard Civil Contract Standard Terms and Family Mediation Specification and other guidance referred to in this document.

## 2. Family Mediation Reporting

- 2.1 Completed matters and new matters must be reported monthly.
- 2.2 The information provided is required for contract management and may also provide information about caseloads. This management information will be used to monitor the contract work and may trigger closer examination of work.
- 2.3 Completed matters should be reported using the relevant codes. It is important that you complete these codes correctly as they have a direct impact on the calculations of the value of your reported work. Ongoing mediations should not be reported monthly – only when they are completed.

### *Reporting submissions*

- 2.4 Completed matters and new matter starts should be reported electronically with LAA Online, using one of the following methods:
  - Bulkload a file created from a case management system via CWA.
  - Bulkload a file created from the Bulkload spreadsheet and submit via CWA.
  - Enter data directly into CWA on a line-by-line basis.

More detailed instructions and quick user guides are available on our website at:  
<https://www.gov.uk/government/publications/cwa-quick-guides>

- 2.5 The deadline for electronic submissions is the 10th of the month. For example, you must submit your July submission by 10<sup>th</sup> August. Contract payments depend on the timely reporting of your submissions. Any completed work must be reported within three months of completion. Please note that any failure to do this may result in payments being reduced or declined. Payment depends on the timely return of these forms. **Failure to comply with these requirements will lead to a severe delay in your monthly contract payments being made.**
- 2.6 You should only report matters that have been concluded by the end of the previous calendar month. For example, when submitting your July submission in August you should only include cases that have concluded by 31<sup>st</sup> July.
- 2.7 If no work has started in a month then a nil return must be submitted. If no work is completed or closed within a month, then again, a nil return must be submitted. For further guidance on making nil submissions in CWA please see the CWA quick user guide on nil submissions which is available on our website at:  
<https://www.gov.uk/government/publications/cwa-quick-guides>
- 2.8 Any queries regarding your payments or returns should be addressed to the [reconciliation@Justice.gov.uk](mailto:reconciliation@Justice.gov.uk) Queries about your contract should be address to your contract manager.

### 3. How to make a claim for Mediation Work via CWA

**3.1 Mediation cases should always be recorded separately to the Assessment Meetings** even if the mediation ends in the same month that the Assessment Meeting takes place. You may therefore have to make two separate entries in the same submission in one month in respect of the same matter.

**3.2 Assessment Meeting Alone should only be used when one party attends and you are sure the other party will not attend.** Do not use this code when both parties attend separately.

3.3 Assessment Meetings should be recorded as having been completed in the same month that they take place. **Assessment Meetings where each client has been seen separately (Assessment Meeting - Separate) must be recorded on two separate lines.**

**3.4 Details of mediation cases should only be recorded in a submission in the month in which the case is completed** i.e. when the outcome of the case is clear. This would include, but is not limited to, the following circumstances:

- The mediation has broken down after a single session;
- The mediation has broken down after several sessions (“multi sessions”);
- The parties have reached an understanding but do not want this produced as a formal agreement;
- A formal agreement has been produced on all the issues in dispute;
- A formal agreement has been produced on some of the issues in dispute.

3.5 Mediations that have broken down should only be reported when either of the two following conditions are met:

- If you are **sure** (e.g. clients indicate that they do not wish to continue) that the parties will not continue with the mediation;
- If you are **reasonably sure** (e.g. consider it likely) that the parties will not continue with the mediation **and** three months have elapsed since the Single Session, or the last session.

#### *Fields to be completed in CWA*

3.6 After selecting the correct mediation submission you will be required to add outcomes.

For mediation claims and Assessment Meeting Together claims details for the first and second client must be entered. For all other claims entry of the second client’s details is optional. Where the second client’s details are entered, all fields for that client are mandatory.

Field	To be completed for Assessment Meeting or Mediation?	Guidance
Work Type	Both	Work type refers to the various types of Assessment Meetings and mediations. It should be recorded in <b>one of the following</b> categories using short codes:

		<table border="1" data-bbox="703 259 1278 779"> <thead> <tr> <th>Work Type</th> <th>Short Code</th> </tr> </thead> <tbody> <tr> <td>Assessment Meeting – Together</td> <td>ASSM:ASST</td> </tr> <tr> <td>Assessment Meeting – Alone</td> <td>ASSM:ASSA</td> </tr> <tr> <td>Assessment Meeting – Separate</td> <td>ASSM:ASSS</td> </tr> <tr> <td>Child Only Sole</td> <td>MEDI:MDCS</td> </tr> <tr> <td>Child Only Co</td> <td>MEDI:MDCC</td> </tr> <tr> <td>Property &amp; Finance Sole</td> <td>MEDI:MDPS</td> </tr> <tr> <td>Property &amp; Finance Co</td> <td>MEDI:MDPC</td> </tr> <tr> <td>All Issues Sole</td> <td>MEDI:MDAS</td> </tr> <tr> <td>All Issues Co</td> <td>MEDI:MDAC</td> </tr> </tbody> </table> <p data-bbox="619 815 1294 913"><b>Note: If co-mediation was the model used there should be a note on the case file indicating why this was the appropriate model to use.</b></p> <p data-bbox="619 949 1321 1081"><b>Assessment Meetings should always be recorded separately to the Mediation cases</b> even if the mediation ends in the same month that the Assessment Meeting takes place.</p> <p data-bbox="619 1117 1315 1216"><b>The ‘Assessment Meetings – Separate’ work type must be recorded on separate lines – one for each client.</b></p> <p data-bbox="619 1252 1310 1350">If an All Issues Mediation is started but agreement is only reached on e.g. Children issues, the Work Type should still be recorded as an All Issues Mediation.</p> <p data-bbox="619 1386 1310 1585">If a mediation is started (and reported to the LAA) as a Child Only Sole mediation and subsequently Property &amp; Finance sole issues are dealt with in mediation (or vice versa), the matter should be reported as an All Issues Sole Mediation when completed.</p>	Work Type	Short Code	Assessment Meeting – Together	ASSM:ASST	Assessment Meeting – Alone	ASSM:ASSA	Assessment Meeting – Separate	ASSM:ASSS	Child Only Sole	MEDI:MDCS	Child Only Co	MEDI:MDCC	Property & Finance Sole	MEDI:MDPS	Property & Finance Co	MEDI:MDPC	All Issues Sole	MEDI:MDAS	All Issues Co	MEDI:MDAC
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Property & Finance Co	MEDI:MDPC																					
All Issues Sole	MEDI:MDAS																					
All Issues Co	MEDI:MDAC																					
<b>Schedule Reference</b>	Both	<p data-bbox="619 1626 1299 1688">This field will indicate the Schedule under which the case was started.</p> <p data-bbox="619 1724 1174 1756">Must be completed in the following format:</p> <p data-bbox="619 1792 1102 1823">Office account number/MEDIyyyy/nn</p> <p data-bbox="619 1859 1321 1957">yyyy = the year of the contract (i.e. 2010. Please note this refers to financial year <u>not</u> calendar year) nn = the year of the schedule (e.g. 15)</p>																				

Field	To be completed for Assessment Meeting or Mediation?	Guidance
<b>Case Reference Number</b>	Both	<p>Case reference refers to your organisation's systematic naming of client files. Each matter must have a unique reference number/ID. This reference is essential for effective auditing of contracts. Please ensure that this reference enables the file to be retrieved if it is requested at an audit.</p> <p>If an Assessment Meeting/s has led to a mediation then the mediation must be allocated the same case reference number as the Assessment Meeting/s. You may, however, assign a single running number or letter at the beginning or the end of the case reference number/ID to denote the different stages of the matter.</p> <p>E.G. An assessment meeting, which later progresses on to mediation, is given the reference OLP/0903D/1, while the mediation is given the reference number OLP/0903D/2.</p> <p>One case reference will apply to both clients and will apply to all work done in connection with the case.</p> <p>Where Direct Consultation with Children is used please add the code DCC on the end of the reference number for the mediation. This will allow the LAA to identify cases where direct consultation is used and monitor the profile and outcomes achieved.</p>
<b>Case Start Date</b>	Both	<p>If the matter is an Assessment Meeting, report the date when the meeting was held.</p> <p>If the matter is mediation, use the date of the first mediation session.</p> <p>The date must be recorded in the format: DD/MM/YYYY e.g. 5th Oct 2015 should be recorded 05/10/2015.</p>
<b>Claim ID</b>	Both	<p>A unique 3-digit number per office per day.</p> <p>When combined with Case Start Date will comprise the Unique File Number (UFN) which uniquely identifies an individual claim/outcome for a provider office.</p>

<b>Client Forename</b>	Both	Forename of Client 1 in the mediation.
<b>Client Surname</b>	Both	Surname of Client 1 in the mediation.

<b>Field</b>	<b>To be completed for Assessment Meeting or Mediation?</b>	<b>Guidance</b>																																						
<b>Client Date of Birth</b>	Both	Date of birth of Client 1 in the mediation.																																						
<b>Unique Client Number</b>	Both	Made up of Client 1's date of birth, their first initial, and the first four letters of their surname.  The UCN must be recorded in the format (ddmmyyyy/A/AAAA) e.g. 01011978/J/SMIT																																						
<b>Gender</b>	Both	Complete the gender field for Client 1 with the following codes (see table): <table border="1" data-bbox="778 808 1166 954"> <thead> <tr> <th><b>Gender</b></th> <th><b>Code</b></th> </tr> </thead> <tbody> <tr> <td>Female</td> <td>F</td> </tr> <tr> <td>Male</td> <td>M</td> </tr> <tr> <td>Unknown</td> <td>U</td> </tr> </tbody> </table>	<b>Gender</b>	<b>Code</b>	Female	F	Male	M	Unknown	U																														
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<b>Ethnicity</b>	Both	Please complete the ethnicity field for Client 1 with the following codes (see table): <table border="1" data-bbox="671 1106 1273 1771"> <thead> <tr> <th><b>Ethnic Origin</b></th> <th><b>Code</b></th> </tr> </thead> <tbody> <tr> <td>Other</td> <td>00</td> </tr> <tr> <td>White British</td> <td>01</td> </tr> <tr> <td>White Irish</td> <td>02</td> </tr> <tr> <td>Black or Black British African</td> <td>03</td> </tr> <tr> <td>Black or Black British Caribbean</td> <td>04</td> </tr> <tr> <td>Black or Black British Other</td> <td>05</td> </tr> <tr> <td>Asian or Asian British Indian</td> <td>06</td> </tr> <tr> <td>Asian or Asian British Pakistani</td> <td>07</td> </tr> <tr> <td>Asian or Asian British Bangladeshi</td> <td>08</td> </tr> <tr> <td>Chinese</td> <td>09</td> </tr> <tr> <td>Mixed White &amp; Black Caribbean</td> <td>10</td> </tr> <tr> <td>Mixed White and Black African</td> <td>11</td> </tr> <tr> <td>Mixed White and Asian</td> <td>12</td> </tr> <tr> <td>Mixed Other</td> <td>13</td> </tr> <tr> <td>White Other</td> <td>14</td> </tr> <tr> <td>Asian or Asian British other</td> <td>15</td> </tr> <tr> <td>Gypsy/Traveller</td> <td>16</td> </tr> <tr> <td>Unknown</td> <td>99</td> </tr> </tbody> </table>	<b>Ethnic Origin</b>	<b>Code</b>	Other	00	White British	01	White Irish	02	Black or Black British African	03	Black or Black British Caribbean	04	Black or Black British Other	05	Asian or Asian British Indian	06	Asian or Asian British Pakistani	07	Asian or Asian British Bangladeshi	08	Chinese	09	Mixed White & Black Caribbean	10	Mixed White and Black African	11	Mixed White and Asian	12	Mixed Other	13	White Other	14	Asian or Asian British other	15	Gypsy/Traveller	16	Unknown	99
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Disability	Both	<p>Complete the disability field for Client 1 with the following codes (see table).</p> <table border="1" data-bbox="635 533 1305 1223"> <thead> <tr> <th colspan="2" data-bbox="635 533 1305 600">Only relevant to matters opened before 1 April 2013</th> </tr> </thead> <tbody> <tr> <td data-bbox="635 600 788 640">PHY</td> <td data-bbox="788 600 1305 640">Physical Impairment</td> </tr> <tr> <td data-bbox="635 640 788 680">SEN</td> <td data-bbox="788 640 1305 680">Sensory Impairment</td> </tr> <tr> <td data-bbox="635 680 788 721">COG</td> <td data-bbox="788 680 1305 721">Cognitive Impairment</td> </tr> <tr> <th colspan="2" data-bbox="635 721 1305 761">For use regardless of matter start date</th> </tr> <tr> <td data-bbox="635 761 788 801">NCD</td> <td data-bbox="788 761 1305 801">Not Considered Disabled</td> </tr> <tr> <td data-bbox="635 801 788 842">MHC</td> <td data-bbox="788 801 1305 842">Mental Health Condition</td> </tr> <tr> <td data-bbox="635 842 788 882">LDD</td> <td data-bbox="788 842 1305 882">Learning Disability/Difficulty</td> </tr> <tr> <td data-bbox="635 882 788 949">ILL</td> <td data-bbox="788 882 1305 949">Long Standing Illness Or Health Condition</td> </tr> <tr> <td data-bbox="635 949 788 990">OTH</td> <td data-bbox="788 949 1305 990">Other</td> </tr> <tr> <td data-bbox="635 990 788 1030">UKN</td> <td data-bbox="788 990 1305 1030">Unknown</td> </tr> <tr> <td data-bbox="635 1030 788 1070">MOB</td> <td data-bbox="788 1030 1305 1070">Mobility impairment</td> </tr> <tr> <td data-bbox="635 1070 788 1111">HEA</td> <td data-bbox="788 1070 1305 1111">Hearing impaired</td> </tr> <tr> <td data-bbox="635 1111 788 1151">DEA</td> <td data-bbox="788 1111 1305 1151">Deaf</td> </tr> <tr> <td data-bbox="635 1151 788 1191">VIS</td> <td data-bbox="788 1151 1305 1191">Visually impaired</td> </tr> <tr> <td data-bbox="635 1191 788 1223">BLI</td> <td data-bbox="788 1191 1305 1223">Blind</td> </tr> </tbody> </table> <p>If a client considers himself or herself to have a disability, please mark the disability monitoring column with the most appropriate code. If the client has multiple disabilities please report the code that reflects the predominant disability.</p> <p>If the client does not consider himself or herself disabled then mark the column with the code NCD.</p> <p>Where a client does not wish to provide this information please mark the column with the code UKN.</p>	Only relevant to matters opened before 1 April 2013		PHY	Physical Impairment	SEN	Sensory Impairment	COG	Cognitive Impairment	For use regardless of matter start date		NCD	Not Considered Disabled	MHC	Mental Health Condition	LDD	Learning Disability/Difficulty	ILL	Long Standing Illness Or Health Condition	OTH	Other	UKN	Unknown	MOB	Mobility impairment	HEA	Hearing impaired	DEA	Deaf	VIS	Visually impaired	BLI	Blind
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Client Postcode	Both	<p>Complete this field for Client 1. It is important that the client's full, accurate postcode is entered here. This will normally be one or two letters, then one or two numbers, followed by a space and then one number and two letters; for example, B25 8RK, AB32 7PY. If the client does not know their postcode, Royal Mail operates a telephone postcode enquiry service on 08457 111 222. Please do <b>not</b> enter fictitious codes.</p> <p>If you or the client <i>genuinely</i> cannot provide an</p>																																

		accurate postcode (perhaps because new properties have not yet had their codes notified), please record 'NFA'.
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Field	To be completed for Assessment Meeting or Mediation?	Guidance						
<b>Client Legally Aided</b>	Both	<p>Complete 'client legally aided' for Client 1.</p> <p><b>For the purposes of this guidance 'legally aided' and 'eligible' mean any party for whom you have completed an assessment of financial eligibility for legal aid and who can be demonstrated as meeting the eligibility requirements. For the avoidance of doubt, those parties exempt from the financial eligibility test by virtue of Regulation 5 of the Civil Legal Aid (Financial Resources and Payment for Services) Regulations 2013 (as amended) must <u>not</u> be recorded as legally aided.</b></p> <p>Complete the legally aided field with the following numerical codes (see table) in relation to client's eligibility:</p> <table border="1" data-bbox="804 1137 1177 1281"> <thead> <tr> <th>Legally Aided</th> <th>Code</th> </tr> </thead> <tbody> <tr> <td>Yes</td> <td>Y</td> </tr> <tr> <td>No - other party is legally aided</td> <td>N</td> </tr> </tbody> </table> <p>For Assessment Meetings a party is either eligible at the time of the assessment or they are not. If a client becomes eligible after the assessment meeting then they should be recorded as ineligible for the purposes of the submission of the Assessment Meeting.</p>	Legally Aided	Code	Yes	Y	No - other party is legally aided	N
Legally Aided	Code							
Yes	Y							
No - other party is legally aided	N							
<b>2nd Client Forename</b>	Both	Forename of Client 2 in the mediation.						
<b>2nd Client Surname</b>	Both	Surname of Client 2 in the mediation.						
<b>2nd Client Date of Birth</b>	Both	Date of birth of Client 2 in the mediation.						
<b>2nd Client Unique Client Number</b>	Both	<p>Made up of Client 2's date of birth, their first initial, and the first four letters of their surname.</p> <p>The UCN must be recorded in the format (ddmmyyy/A/AAAA) e.g. 02021980/M/SMIT</p>						
<b>2nd Client Gender</b>	Both	Complete the gender field for Client 2. Codes as per Client 1 (see above).						
<b>2nd Client</b>	Both	Complete the ethnicity field for Client 2. Codes as per						



<b>Ethnicity</b>		Client 1 (see above).
<b>2nd Client Disability</b>	Both	Complete the disability field for Client 2. Codes as per Client 1 (see above).
<b>2nd Client Postcode</b>	Both	Complete this field for Client 2. Guidance on postcodes is set out above.
<b>2nd Client Legally Aided</b>	Both	Complete '2 <sup>nd</sup> client legally aided' for Client 2.  Guidance on legally aided as per Client 1 (see above).

<b>Field</b>	<b>To be completed for Assessment Meeting or Mediation?</b>	<b>Guidance</b>				
<b>Unique Case ID</b>	Both	<p>This is the UFN (i.e. case start date and Case id) of the first attendance in the mediation (See UFN, above).</p> <p>Where there is more than one claim line for a particular case (e.g. where separate assessment meetings or where a claim for mediation follows a claim for an assessment meeting) this will enable the LAA to link together the total claims relating to a case.</p>				
<b>Outreach Code</b>	Both	<p>When the meeting(s) with clients are conducted at a location at which your service has authorisation to do outreach work you must fill in a number, which refers to the location that the meeting took place.</p> <p>If the meeting(s) are taking place at your main office you should fill in 000 (zero).</p> <p>The number must be three digit starting with 001 and running upwards (i.e. 002, 003... etc.). For example, your main office is in Norwich and you have one outreach post in Attleborough and one in Cromer. Then main office is number 000, Attleborough number 001 and Cromer 002.</p> <p>An overview indicating which number refers to which location must be kept easily available.</p> <p>For a definition of Outreach, please see the Contract Specification.</p>				
<b>Referral Code</b>	Both	<p>Use the following two digit codes when recording the source of referral:</p> <table border="1" data-bbox="619 1982 1321 2020"> <thead> <tr> <th><b>Referral Source</b></th> <th><b>Code</b></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	<b>Referral Source</b>	<b>Code</b>		
<b>Referral Source</b>	<b>Code</b>					

		Referral from solicitor	02
		Referral from court	03
		Referral from CAB	04
		Referral from other advice agency or telephone helpline	05
		Referral from Relate or other relationship counselling	06
		Referral from GP/NHS	07
		Clients self-referred	08
		Other	09
		Unknown	10
		Separated Parents Information Programme (SPIP)	11
		Source of referral must be completed for both assessment meetings and mediations.	

Field	To be completed for Assessment Meeting or Mediation?	Guidance												
<b>Outcome Code</b>	Mediation	<p>This field is not applicable to Assessment Meetings.</p> <p>Use the following codes when recording the outcome of a case:</p> <table border="1" data-bbox="624 595 1318 1245"> <thead> <tr> <th data-bbox="624 595 975 629">Outcome</th> <th data-bbox="975 595 1318 629">Code</th> </tr> </thead> <tbody> <tr> <td data-bbox="624 629 975 768">Mediation agreement (i.e. successful) but no agreed proposal was written up</td> <td data-bbox="975 629 1318 768">A</td> </tr> <tr> <td data-bbox="624 768 975 837">Mediation broken down - i.e. no agreed proposal</td> <td data-bbox="975 768 1318 837">B</td> </tr> <tr> <td data-bbox="624 837 975 943">Mediation successful – i.e. an agreed proposal(s) was reached</td> <td data-bbox="975 837 1318 943">S</td> </tr> <tr> <td data-bbox="624 943 975 1077">All Issues Mediation and an agreed proposal was reached only on Children issues.</td> <td data-bbox="975 943 1318 1077">C</td> </tr> <tr> <td data-bbox="624 1077 975 1245">All Issues Mediation and an agreed proposal was reached only on Property &amp; Finance issues.</td> <td data-bbox="975 1077 1318 1245">P</td> </tr> </tbody> </table> <p>We do acknowledge that some mediations may break down just after an agreed proposal has been written up. These should still be recorded as S (or C or P).</p> <p>When an agreed proposal is written up this should be understood as the parties have reached agreement on most of issues in dispute. “Agreement to disagree” is thus never classified an agreement under this contract.</p>	Outcome	Code	Mediation agreement (i.e. successful) but no agreed proposal was written up	A	Mediation broken down - i.e. no agreed proposal	B	Mediation successful – i.e. an agreed proposal(s) was reached	S	All Issues Mediation and an agreed proposal was reached only on Children issues.	C	All Issues Mediation and an agreed proposal was reached only on Property & Finance issues.	P
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All Issues Mediation and an agreed proposal was reached only on Property & Finance issues.	P													
<b>Number of Mediation Sessions</b>	Mediation	<p>This field is not applicable to Assessment Meetings.</p> <p>Record the number of sessions spent on mediation. Do not count Assessment Meeting(s) and/or the drafting of the Agreed Proposal as sessions.</p>												

Field	To be completed for Assessment Meeting or Mediation?	Guidance						
<b>Mediation Time</b>	Mediation	<p>This field is not applicable to Assessment Meetings.</p> <p>Record the total time in minutes spent on the case. Include the following elements:</p> <ul style="list-style-type: none"> <li>time taken in the sessions, preparing and reviewing sessions (this will be the actual time taken rather than the combined time of the mediators when the co-mediation model is used)</li> <li>time spent on drafting documents including the session notes and agreed proposals where applicable.</li> <li>time spent on correspondence by mediator (telephone/email/letter) which progresses the case</li> </ul> <p><b>Do not include the time spent on</b></p> <ul style="list-style-type: none"> <li>the Assessment Meeting/s</li> <li>general administration e.g. setting up the appointments, other telephone contact, arranging meeting room etc.</li> <li>travel time</li> </ul> <p>We do acknowledge that time is spent on administration and there are elements allocated in the set rates in the contract. However, the purpose of the time recording is for us to get an understanding of time used by mediators.</p> <p>If your organisation currently records time in units rather than minutes, please convert units to minutes i.e. where 1 unit = 6 minutes, the number of units multiplied by 6.</p>						
<b>VAT Indicator</b>	Both	<p>Where the VAT indicator is checked VAT will automatically be added to the applicable Assessment Meeting fee, Mediation Session fee and any applicable Agreed Proposal fee.</p> <table border="1" data-bbox="651 1720 1289 1895"> <thead> <tr> <th data-bbox="651 1720 778 1756">Code</th> <th data-bbox="778 1720 1289 1756">VAT Indicator</th> </tr> </thead> <tbody> <tr> <td data-bbox="651 1756 778 1823">Y</td> <td data-bbox="778 1756 1289 1823">Provider is VAT registered - Apply VAT</td> </tr> <tr> <td data-bbox="651 1823 778 1895">N</td> <td data-bbox="778 1823 1289 1895">Provider is not VAT registered - do not apply VAT</td> </tr> </tbody> </table> <p>It will not apply VAT to any disbursement costs as these will be recorded separately.</p>	Code	VAT Indicator	Y	Provider is VAT registered - Apply VAT	N	Provider is not VAT registered - do not apply VAT
Code	VAT Indicator							
Y	Provider is VAT registered - Apply VAT							
N	Provider is not VAT registered - do not apply VAT							
<b>Disbursements</b>	Both	Record the total amount of disbursements incurred						

<b>excluding VAT</b>		<p>on this matter excluding VAT.</p> <p>The contract specification sets out what you can claim as disbursements. If no disbursements were incurred, record 00:00.</p>
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<b>Field</b>	<b>To be completed for Assessment Meeting or Mediation?</b>	<b>Guidance</b>
<b>Disbursements VAT Amount</b>	Both	<p>If your organisation is registered for VAT and the disbursements attracts VAT, the VAT figure should be entered here.</p> <p>When claiming VAT on Disbursements CWA will limit the amount you can claim.</p> <p>The VAT rate to be applied is the rate that was applicable on the date the case was concluded. If you claim Disbursements VAT in excess of this limit your claim will be rejected by CWA.</p> <p>Please note the VAT rate applicable for disbursements is determined by the date the disbursement is incurred and not the date of conclusion of the overall matter.</p> <ul style="list-style-type: none"> <li>• Where payable, all disbursements incurred before 1 December 2008 will attract VAT at 17.5%</li> <li>• All disbursements incurred between 1 December 2008 and 31 December 2009 will attract VAT at 15%.</li> <li>• All disbursements incurred between 1 January 2010 and 3 January 2011 will attract VAT at 17.5%</li> <li>• All disbursements incurred on/after 4 January 2011 will attract VAT at 20%</li> </ul> <p>For further information on the rules around VAT reporting see the LAA website.</p>
<b>Work Concluded Date</b>	Mediation	<p>This field is not applicable to Assessment Meetings.</p> <p>The date the mediation was concluded by the Provider.</p>

#### 4. How to Report Family Mediation Starts in CWA

- 4.1 After completing your monthly claim details you will then be required to complete the details of the mediations started in the submission month.
- 4.2 You should only enter the number of mediations started in the submission month. Do not include Assessment Meeting starts as these will be captured in the screens referred to above.

### Table of Work Start Fields

Field	Guidance
<b>New Matter Starts</b>	<p>You must only record the number of mediations <b>started</b> in each of the six categories of work. Report a nil in those mediation categories where there have been no matter starts.</p> <p><b>Mediation cases must be recorded as a single case start regardless of the fact there are two parties. Separate starts must not be reported in respect of each party.</b></p> <p><b>Do not include ongoing matters, which have been reported as started in an earlier month.</b></p>

### 5. A Check List of Contract Rules for Completing Mediation Submissions

- 5.1. Please ensure you comply fully with our reporting requirements under CWA. **It is very important that you comply with these** as they ensure the right calculation for the value of your work.

**Check 1:**

If you record the work type as an Assessment Meeting Alone (ASSM:ASSA), you need to ensure that the client is registered as being Legally Aided.

**Check 2:**

If couples are referred to an Assessment Meeting then at least one of the clients needs to be legally aided to be able to claim.

**Check 3:**

If a couple attend an Assessment Meeting Separate (ASSM –ASSS) and are attending because one of the clients has been referred by a solicitor, then you need to complete the Referral box with 02 for both records – not just for the client who was referred. (See also “Check 2” above and “Check 5” below)

**Check 4:**

If you record one of the six types of Mediations (Child Sole, Child Co, P & F Sole, P & F Co, AIM Sole or AIM Co) as work type, you must also ensure that you complete the Legally Aided fields with a 'Y' for at least one of the clients.

A record with mediation where the Legally Aided field is empty for both clients is incorrect and will generate a £0 value.

**Check 5:**

Couples who attend Assessment Meeting Separate (ASSM:ASSS) must be recorded on two separate lines.

**Check 6:**

When couples have either finished an Assessment Meeting Together (ASSM:ASST) or a Mediation (Child Sole, Child Co, P & F Sole, P & F Co, AIM Sole or AIM Co) then the name and the details of gender, disability, ethnicity, age and post code must be completed for both clients and not only for one.

**Check 7:**

Always double check the accuracy of data - especially codes used for Work-Type, Legally Aided, Session Quantity, Outcome, and Referral - before submitting your return via CWA.