



Legal Aid
Agency

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Your Questions Help Us Say Yes Webinar

Contract Management and Assurance: family mediation

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Signatures

Q: What are the rules for online signing of the CIVMEANS7, including digital signatures and electronic signatures?

A: The contingency arrangements that allow for digital signatures have been retained. The guidance can be found here: <https://www.gov.uk/guidance/coronavirus-covid-19-working-with-clients#using-digital-signatures>

Q: Is there a specific percentage of wet signatures vs e-signatures?

A: Para 3.11 of the Mediation Specification and the contingency arrangements covers clients attending in person:

[Coronavirus \(COVID-19\): working with clients - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/coronavirus-covid-19-working-with-clients)

Private paying clients

Q: Where client one is privately paying and client two is in receipt of legal aid, do we have to refund client one exactly what they paid for their MIAM (Mediation Information and Assessment Meeting) or is there a possibility you could refund them just what the LAA has paid you for the MIAM?

A: Para 1.27 of the 2018 Family Mediation Specification covers this question. Monies paid, should be refunded.

[2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\)](https://publishing.service.gov.uk)
publishing.service.gov.uk

Supervision

Q: What is the rationale behind professional practice consultants (PPC) meetings having to be face-to-face rather than online?

A: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\)](https://publishing.service.gov.uk)
(publishing.service.gov.uk)

Para 2.14 of the 2018 Family Mediation Specification covers this. Where a mediator undertakes contract work in a location other than where their supervisor is based, the supervisor must conduct, as a minimum, face- to-face supervision at least once every three months with the parties present in the same location. It is within the current contract and cannot be amended.

Mediation sessions

Q: Do we need to retain the handwritten notes from a mediation session?

A: Records of the mediation sessions and MIAMs should be retained on file, this should be either completed pro-formas of the session or a typed / hand-written (legible) record of the actual mediation session itself.

The 2018 Family Specification, Annex: Quality Assurance Standards, para 6.5 sets out the information that needs to be recorded: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\) \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/2018-standard-civil-contract-family-mediation-specification)

The Family Mediation Guidance document, section 10 also covers records of mediation: [Family Mediation Guidance Manual Version 5 \(September 2018\) \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/family-mediation-guidance-manual-version-5)

Q: When can a new claim for mediation be made if clients return and the case has been closed and claimed?

A: The 2018 Family Mediation Specification: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\) \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/2018-standard-civil-contract-family-mediation-specification)

Para 4.16 of the Family Mediation Specification states that if the mediation concludes but the parties return to you within three months, you should reopen the case if it relates to the same matter and submit an amended Consolidated Work Report Form. If the parties return after three months since the last visit, you should treat the return visit as an entirely new matter and for the avoidance of doubt in such circumstances the provisions of Paragraphs 4.11 to 4.13 shall apply in relation to the entitlement of both parties to receive funding for the new initial session.

Family Mediation Guidance: [Family Mediation Guidance Manual Version 5 \(September 2018\) \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/family-mediation-guidance-manual-version-5)

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 (Contracted Work and Administration) (Contracted Work and Administration) 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 three 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.

Q: Does an agreed proposal need to be a Parenting Plan or a full Memorandum of Understanding?

A: There needs to be a written mediation summary produced that reflects the agreement reached at the end of the mediation, we are not prescriptive on how the document looks.

Para 1.5 of the 2018 Family Mediation Specification provides the definition of an Agreed Proposal and that a written mediation summary being produced: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\) \(publishing.service.gov.uk\)](#)

The Family Mediation Guidance document, section 11 also covers agreed proposals: [Family Mediation Guidance Manual Version 5 \(September 2018\) \(publishing.service.gov.uk\)](#)

Q: Referring to the following guidance, could you clarify that the legal dispute relates to the matter and not the individual client i.e... the eligible party does not need to be the one making an application to the courts, it could be either party?

“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”

A: The legal dispute relates to the matter and there does not need to be an application before the Court for there to be a dispute.

3. Family Mediation Criteria and Section 8. Subject Matter of Mediation [Family Mediation Guidance Manual Version 5 \(September 2018\) \(publishing.service.gov.uk\)](#)

Outreach and online mediation

Q: Many providers are now working across England when they don't have outreaches and the difficulty is that we might now be contacted by someone far away and not close to any outreach. To clarify what is the position with online LAA clients who come to another provider who do not have a contract for that geographical area?

A: Contract Work Via Remote Communication 3.9 to 3.14: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\) \(publishing.service.gov.uk\)](#)

Clients must have a choice of on-line or in-person. If they want face to face mediation and the service does not have outreach, then they should refer the client to another mediation service where they can provide face to face.

If the client is happy with remote mediation, then they can do it. Only 50% of work should be delivered remotely.

[Family Mediation Guidance Manual Version 5 \(September 2018\) \(publishing.service.gov.uk\)](#)

9. Models of Family Mediation

9.1. The LAA is guided by the Family Mediation Council (FMC) 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 separate 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 client's file.

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 3-digit number and will be the next number in sequence i.e., 001, 002, 003 etc. The primary office is always 000. When providers report outreach work, they should quote the relevant 3-digit number to denote the outreach location the work was carried out at.

If providers do not have an outreach, then the work done cannot be claimed, however this rule was relaxed during the COVID19 pandemic when online mediation was accepted.

<https://www.familymediationcouncil.org.uk/wp-content/uploads/2020/03/FMSB-Guidance-on-Information-and-Assessment-Meetings-During-Coronavirus-Social-Distancing-Period-19.03.20.pdf>

Temporary Regulatory Amendments Due to COVID19

The Family Mediation Standards Board (FMSB) had agreed several temporary regulatory amendments for family mediators in light of the need to minimise proximity with others. Please see [here](#) for full details, and read the additional [Guidance on Information and Assessment Meetings](#) during the social distancing period.

Q: Can consultations with children be classed as co mediations if we have to bring in a different mediator who is trained in child mediation?

A: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\)](#) (publishing.service.gov.uk)

2.23 If the mediation involves direct contact or consultation with a child/ren, the mediator(s) must have:

- (a) attended and passed a registered training course recognised by the Family Mediation Council (or any other body that we may reasonably specify) on direct contact with children; and
- (b) have received standard clearance from Disclosure and Barring Service (previously the Criminal Records Bureau).

2.24 If you conduct mediation of the kind described in Paragraph 2.23, you must provide appropriate facilities for direct consultation.

Therefore, as with all co-mediation it must be justified (refer to co-mediation in the Contract 2.26 and 9.5 Guidance Manual).

2.26 Whilst you do not need our prior authority to use co-mediation, we would expect co-mediation to be used in exceptional circumstances only and any decision to use co-mediation will need to be recorded on the file including, where appropriate:

- reasons as to the complexity, legal, psychological, or otherwise of the case
- a risk assessment for the participants and / or mediator
- any reasons as to the requirement of specialist and / or expert skills
- any management issues for the mediation

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.

Co 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.

[Family Mediation Guidance Manual Version 5 \(September 2018\)](#)
[\(publishing.service.gov.uk\)](http://publishing.service.gov.uk)

Where 'direct consultation with children' is used, please continue to add the code DCC on the end of the reference number, for the mediation, until further notice to:

- Allow the LAA to identify cases where direct consultation is used
- To monitor the profile and outcomes achieved.

Assessment of means

Q: Could we also have clarity on the assessment of means for parents who are under 18. And those just over 18 but living with their parents.

A: Section 9 of the Guide to determining financial eligibility for controlled work and family mediation covers the assessment of means of a child (someone who is under 18).

Anyone who is 18 or over should have their eligibility assessed in the usual way.

[Guide to determining controlled work \(familylaw.co.uk\)](http://familylaw.co.uk)

Additional questions

Q: Can I charge a client for missed appointments and cancelation fees?

A: [Family Mediation Guidance Manual Version 5 \(September 2018\)](#)
(publishing.service.gov.uk)

6. Mediation Information and Assessment Meetings

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.

Q: Can you provide more information about the conversion KPI (Key Performance Indicator) please?

A: Paras 2.35 - 2.41 of the 2018 Family Mediation Specification refers:

[2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\)](#)
(publishing.service.gov.uk)

KPI 1 – Quality: Specific Family Mediation Outcome

2.41 It is a requirement under this Specification that you must achieve conversion rate for Clients of at least 40% conversion rate from MIAMs (Separate and Joint) to Mediation.

The KPI is calculated by taking the total number of MIAMs (separate and joint) compared to the number of mediation claims. This is looked at on a rolling 3-month period where there have been 10 or more claims submitted.

Q: Can the office manual be online, on a shared drive rather than copies at all outreach locations?

A: Your office manual can be online but must be accessible to the mediators at each outreach location: Section 8.7 and 8.8 of the Specification: [2018 Standard Civil Contract - Family Mediation Specification \(October 2014 Draft\)](#) (publishing.service.gov.uk)

Q: Our civil contracts have been renewed. Our contracts have a maximum period of five years. However, the new extension will go beyond this for some providers. How is this being managed? Isn't this unlawful?

A: Please refer to the news story regarding the extension of the Civil Contracts: [Civil news: extension of civil contracts until 31 August 2024 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/civil-news-extension-of-civil-contracts-until-31-august-2024)

Q: How is consistency assured across contract managers?

A: We have audit processes and procedures to follow, and our work is subject to “audit” by means of “Quality Control” the results of which are fed to Senior Management. Occasionally we are accompanied by a fellow Contract Manager or our Area Contract Manager. Further details can be found [LAA List of Audit and Assurance Activities \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/organisations/contract-managers/audit) and [Preventing audit issues \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/organisations/contract-managers/preventing-audit-issues)



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