

CLARK COUNTY STAFF REPORT

DEPARTMENT: Board of County Commissioners

DATE: December 9, 2014

REQUEST: Authorize renewal of an agreement for the county to provide monetary support to Community Mediation Services through transfer of surcharge funds.

CHECK ONE: X Consent CAO

BACKGROUND: This is a Professional Service Agreement entered into by Clark County (County) and Community Mediation Services (CMS), a non-profit incorporated under the laws of the state of Washington.

In 1992, the city of Vancouver (City) established a dispute resolution center by Ordinance M-3033 (Chapter 2.80 VMC), pursuant to Chapter 7.75 RCW. It also approved by Council Resolution M-2769 a plan for the center to provide neighborhood dispute resolution services in the city. In 1995, the Board of Clark County Commissioners authorized Resolution 1995-02-31 (CCC Chapter 2.17), which established a dispute resolution center in Clark County pursuant to Chapter 7.75 RCW. It also authorized a surcharge on each district court and small claims court filing to support the center, as authorized by RCW 7.75.035.

On Jan. 1, 1997, by interlocal agreement between the City and County, the City Neighborhood Mediation Office and the county Dispute Resolution Center merged into the Community Mediation Program. With it, the City undertook to provide neighborhood mediation services to both residents of Vancouver and unincorporated Clark County.

Because of budgetary shortfalls, the City discontinued providing a Community Mediation Program. As authorized by RCW 7.75.020, a separate nonprofit corporation, Community Mediation Services (CMS), was formed to carry on the work of the program. The County, by commissioner action, has approved nonprofit CMS's plan of operation, as provided for by RCW 7.75.020(2).

The County has discontinued providing a county dispute resolution center. However, it has retained a surcharge on each district court and small claims court filing for support of CMS, as authorized by RCW 7.75.035. The County recognizes that a dispute resolution center organized and recognized under Chapter 7.75 RCW is in the public interest. Through its services, a center can resolve disputes in an efficient, effective manner and reduce demand on other public service providers.

The Parties, through this Professional Services Agreement, set forth terms and conditions of CMS's provision of dispute resolution services to the County and its residents.

COMMUNITY OUTREACH: No public outreach was done regarding this proposal.

BUDGET AND POLICY IMPLICATIONS: The County will transfer the designated surcharge collected from District Court civil and small claims court filings, per RCW 7.75.035, from the Dispute Resolution Center to CMS. The transfer will have no impact on the General Fund.

*mgm
ok
N*



FISCAL IMPACTS

Yes (see attached form)

No

ACTION REQUESTED: Authorize approval of an agreement for monetary support from Clark County to Community Mediation Services for the 2015-2016 biennium, attached herewith and made part hereof.

DISTRIBUTION:

- County Auditor
- County Administrator
- Director of Budget
- Director of General Services
- Director of Community Services



Mark McCauley
County Administrator

Approved: Dec. 9, 2014
CLARK COUNTY
BOARD OF COMMISSIONERS

SR 276-14

CO 1462

Professional Services Agreement

THIS AGREEMENT, entered this 9th day of Dec 2014 by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Community Mediation Services, a 501(c)(3) non-profit corporation incorporated under the laws of the Washington, after this called "Contractor."

WITNESSETH

WHEREAS, Contractor is a dispute resolution center authorized by RCW 7.75.020, to provide dispute resolution services and education;

WHEREAS the County recognizes that a dispute resolution center organized and recognized under Chapter 7.75 RCW is in the public interest, and through its dispute resolution services can resolve disputes in an efficient and effective manner, thus reducing the demand for services from other public service providers.

WHEREAS the County, by Commissioner Action, has approved the plan of operation of the Contractor, as provided for by RCW 7.75.020(2) and Contractor has the expertise to provide professional services for Clark County and to perform the services set forth in this agreement. See Program Plan, Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. Contractor agrees to:

A. Provide dispute resolution services, training and education to County residents as funding allows as described in the Program Plan as required under Ch.7.75 RCW. CMS has the sole discretion to determine whether a case is appropriate and can be accepted for service.

B. Provide annual reporting to the County, on or before February 1 of each year that provides statistical information on services provided to County residents and businesses. Reports shall provide statistical information with no identifying information on individual clients and shall include the number of requests for service, breakdown by service type and total number of served and how they were referred. Nothing in this provision shall be construed as requiring the CMS to provide information that is considered confidential or privileged under RCW 7.75 or other state and federal laws or the CMS' policies and standards regarding confidentiality.

2. Time. The agreement shall be effective beginning January 1, 2015 and ending December 31, 2017, provided the County reserves the right to extend the Agreement for two (2) additional year terms by mutual agreement with Contractor. The County Administrator is authorized to approve and execute such extensions on behalf of the County without further action of the Board of County Commissioners.

3. Compensation. The County, in consideration of the services provide by the Contractor:

A. Will transfer the surcharge collected from District Court civil and small

claims filing per RCW 7.75.035 designated to the Dispute Resolution Center to CMS. Transfers shall be made monthly and no later than the 10th of each month beginning in January, 2015 and shall be made by wire transfer or check. Transfers shall not exceed the total amount of the surcharge per month.

The compensation is to support program operations as described in the Program Plan. County employee requests for services and training will be subject to the sliding fee-for-service scale established by the Contractor.

B. Provide for the use of conference rooms and training space for mediations and training as available and free of charge;

C. Refer potential cases for dispute resolution from County departments pursuant to Contractor referral process. The County will provide information to county employees and departments about availability of Contractor's services through its regular communication method.

4. Termination.

Any party may choose to terminate this Agreement by notifying the other parties in writing ninety (90) days prior to termination. The parties agree to adhere to their obligations through the date of termination of the Agreement. The waiver by the parties of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Dispute Resolution. In the event of a dispute between any of the parties regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the County Administrator and the Contractor's director or their designated representatives shall review such dispute and options for resolution. Except as otherwise provided in this Agreement, when a bona fide dispute arises between any of the Parties and it cannot be resolved through discussion and negotiation, any party may request a mediation by a third party mutually agreed upon by all parties. The decision of the County Administrator and the Contractor's designated representative regarding the dispute shall be final as between the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.

6. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

7. Indemnification/Hold Harmless.

The County and the Contractor shall take all precautions necessary and shall be responsible for the safety of their employees, agents, and subcontractors in the performance of the work hereunder. The Contractor shall defend, save and hold harmless the County, its officers, agents, employees, volunteers and assigns for, from, and against any claim, damages, losses, liability or expenses (including attorney's fees) which arise from the negligent performance of the Contractor's obligations set forth in the Agreement, except those claims, damages, losses,

liability, or expenses which arise from the sole negligent acts or omissions of County, its officers, agents, employees, and assigns. Similarly, the County shall defend, save and hold harmless the Contractor, its officers, agents, employees, volunteers and assigns for, from, and against any claim, damages, losses, liability or expenses (including attorney's fees) which arise from the negligent performance of the County's obligations set forth in the Agreement, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the Contractor, its officers, agents, employees, volunteers, and assigns.

8. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

10. Contract Documents: Contract documents consist of this Agreement, the Program Plan, and the Program Plan Appendix.
11. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.
12. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.
13. Public records act: The Parties understand and agree that all case records, and files created by CMS after the effective date of this contract in performance of this contract shall be the sole and absolute property of CMS and as private records shall not be subject to the requirements of the Public Records Disclosure Act.
14. Governing Law: This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
15. Confidentiality: With respect to all information relating to either party that is confidential and clearly so designated, the parties agrees to keep such information confidential.
16. Consent and Understanding: This agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth

herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Agreement on the date first above written.

Community Mediation Services

CLARK COUNTY

By _____


By Tom Mielke, Chair

Print name _____

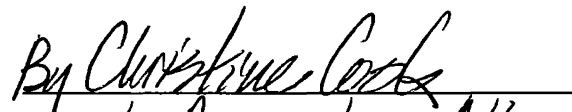
Title _____

By David Madore, Commissioner

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

By Jeanne E. Stewart, Commissioner

Clark County Prosecuting Attorney


Deputy Prosecuting Attorney

EXECUTIVE SUMMARY

Community Mediation Services Program Plan

The attached Community Mediation Services (CMS) Program Plan outlines the procedures by which CMS will meet the standards and procedures required for operation of a dispute resolution center (DRC) established under RCW Chapter 7.75.

RCW 7.75.020(1) provides for the creation and operation of non-profit DRCs. RCW 7.75.020(2) requires that, prior to beginning operation, a DRC must have a program plan approved by the legislative authority of the municipality or county within which the center will be located. Subsection (2) goes on to require that the legislative authority must find that the plan adequately prescribes eight separate sets of procedures for operation of the DRC. This plan is organized to list those requirements and demonstrate how CMS will meet them.

This plan accurately reflects program policies. Included are samples of the forms and other documentation required for policy implementation. Program policies and forms may be revised as needed to insure quality mediation services.

Table of Contents

This Community Mediation Services (CMS) Program Plan (“Program Plan”) is organized into sections corresponding to the specific requirements of such plans as set forth in RCW 7.75.020(2)(a-h). In Sections 2 through 9, the relevant statutory subsection is cited followed by an explanation of how its requirements will be fulfilled by CMS. [See Appendix 1 for the entire text of RCW Chapter 7.75]

Section I

Introduction

Section II

Corresponds to R.C.W. 7.75.020 (2)(a)

Filing requests for DRC services and scheduling mediation sessions

Section III

Corresponds to R.C.W. 7.75.020 (2)(b)

Appropriately screening mediation cases

Section IV

Corresponds to R.C.W. 7.75.020 (2)(c)

Providing notice of mediation sessions conducting mediations appropriately

Section V

Corresponds to R.C.W. 7.75.020 (2)(d)

Ensuring voluntariness of participation in mediation

Section VI

Corresponds to R.C.W. 7.75.020 (2)(e)

Obtaining referrals from public and private bodies

Section VII

Corresponds to R.C.W. 7.75.020 (2)(f)

Meeting the particular needs of mediation participants

Section VIII

Corresponds to R.C.W. 7.75.020 (2)(g)

Providing trained, certified mediators who conduct facilitative mediations

Section IX

Corresponds to R.C.W. 7.75.020 (2)(h)

Educating the community about the DRC and marketing its services

Section X

Conclusion

Section I - Introduction

Community Mediation Services (CMS) is a Washington Dispute Resolution Center (DRC) created under RCW 7.75. DRCs have been in existence in Washington since passage of the Court Improvement Act of 1984. The legislature's purpose in encouraging the creation of local DRCs is to ensure that communities have the tools and capacity to prevent and resolve conflict in effective, informal and affordable ways. Clark County residents have been served by DRCs housed within local government structures from 1992 until November of 2010. Through 1996, there were separate programs of the City of Vancouver and Clark County. In 1997, those programs merged to form a single DRC, housed within the City of Vancouver and serving all of Clark County. The former Community Mediation DRC was a successful and stable program until budget shortfalls forced its elimination from the City of Vancouver budget in 2010. Both the City of Vancouver and Clark County have provided significant support for this new DRC to begin its service to this community. CMS will operate as a not-for-profit corporation under applicable state and federal laws.

As a Washington DRC, Community Mediation Services will play an important role in the life and health of the community. As described in more detail in this plan and in other CMS documents, CMS will provide affordable, high quality conflict resolution services, education and training to residents and organizations in southwest Washington. CMS will:

- provide excellent conflict resolution services to local people and organizations;
- help local people learn how to prevent and manage conflict;
- help build understanding between people and groups with different backgrounds, values and opinions;
- train local people in conflict resolution and communication skills;
- train local people to be skilled mediators in their community;
- be a local clearinghouse for conflict resolution resources and information;
- be a key partner to local public and private agencies in managing community conflict;

CMS looks forward to carrying on and expanding the proud and excellent tradition of DRCs in Clark County. CMS knows that its strength will reside in its community connection. Success is found in thriving community partnerships and in dedicated people making positive contributions in their neighborhoods, workplaces and local institutions. CMS's role is to grow and tap that energy, skill and desire to make our community stronger and more livable.

Section II

R.C.W. 7.75.020 (2)(a) - Procedures for filing requests for dispute resolution services with the center and for scheduling mediation sessions participated in by the parties to the dispute;

1. Requests for Service

Requests for services may be made by phone, by email, in writing or by visiting the mediation office. Requests may come from a party to the dispute or through another private or government agency.

During the intake process, a CMS staff person or volunteer explores the nature of the complaint, its suitability for mediation services and the party's willingness to work cooperatively in good faith to resolve the matter. If the case appears to meet the criteria for appropriateness, contact information is collected for the first party and any additional parties.

2. CMS Service Levels

Three levels of service are offered:

Level 1 – Conflict Coaching

CMS empowers and coaches a willing client to resolve the situation on their own. In this way, CMS encourages parties to make an initial attempt to resolve concerns directly if they have not already done so. In this level, CMS may also provide problem-solving, de-escalation approaches and communication coaching.

Level 2 – Basic Phone Negotiation and Facilitation of Direct Conversation

If the first party is not comfortable making, or able to make, contact with the second party, CMS will offer assistance in facilitating direct contact between the parties outside of mediation. CMS will focus on assisting parties to directly resolve their disputes on their own.

Level 3 –Face to Face Mediation

The highest level of service offered is face to face mediation, in which parties are brought together with mediator(s) to discuss and resolve the situation. As will be discussed later, the process is designed to help parties identify and address their individual interests and build a sustainable agreement.

3. Fee Policy

CMS is committed to providing affordable/accessible services to clients, especially those of limited income. We will be providing some services at a free or minimal cost and will also have a sliding fee scale based on income. We also have the discretion to waive or reduce fees depending on client need. Our policies are consistent with RCW 7.75.030, which states that DRCs “shall provide dispute resolution services either without charge to the participants or for a fee which is based on the participant’s ability to pay.”

4. Tracking of Cases and Case Information

CMS will utilize a secure, confidential database to track case information, notes on party communications, and alert case managers regarding next steps. The amount of information collected and the number and sequence of documents used depends on what level of service is provided. CMS collects relevant demographic and statistical information in each case.

5. Scheduling Mediation Sessions

- a. Parties are provided with a range of possible dates and times for the mediation;
- b. When a date and time is agreed upon, the case manager confirms with all parties;
- c. Case manager to ensure that the selected location is available and reserved;
- d. The case is listed on the mediation calendar;
- e. Mediator(s) are assigned for the session;
- f. Confirmation letters or emails are sent to the parties with directions, information about the mediation process and copies of the Agreement to Mediate, as necessary, for review;
- g. All parties and mediators are contacted with reminders prior to the session.

Section III

RCW 7.75.020(2)(b) Procedures to ensure that each dispute mediated by the center meets the criteria for appropriateness for mediation set by the legislative authority and for rejecting disputes which do not meet the criteria;

1. Basic Criteria for Mediation Case Selection

CMS will handle disputes in which:

- (a) all parties participate willingly;
- (b) all parties can adequately express themselves and understand the nature of the discussion and any agreement they may make;
- (c) the issues in dispute can be settled through mutual collaboration and agreement;

CMS reserves the right to decline mediation cases in which:

- (a) there has been significant physical violence between parties (beyond *de minimus*);
- (b) there is abuse or neglect between parties (child, elder, disability, protected classes);
- (c) there is domestic violence/abuse between parties (as defined by RCW 10.99);
- (d) A party has a mental disability which inhibits the ability to negotiate and/or comply with negotiated agreements;
- (e) there is substance abuse which inhibits a party's ability to negotiate and/or comply with negotiated agreements;
- (f) any case which CMS determines is inappropriate according to agency guidelines.

2. Case Types Accepted:

CMS expects to handle a broad range of cases according to community need and agency capacity. Case subject matter and parties served will be consistent with the intent of RCW 7.75.010, specifically that dispute resolution centers provide affordable forums for disputes that arise in the geographic area which are an alternative to court processes. Accordingly, CMS will provide services in neighborhood disputes, residential landlord-tenant disputes, small claims, and organization and workplace disputes. CMS may expand into other dispute areas, including: family; consumer; small business; and public policy. CMS looks forward to expanding service in these areas as capacity increases.

3. Procedures to Determine Appropriateness of a Dispute for Mediation by CMS

All intake staff and volunteers will receive training and resource materials regarding criteria to evaluate suitable cases. Case managers will confer with the Executive Director if there is doubt as to whether a case is suitable.

Section IV

(c) Procedures for giving notice of the time, place, and nature of the mediation session to the parties, and for conducting mediation sessions that comply with the provisions of this chapter;

1. Notice of Mediation Session

At the time of scheduling the mediation, participants are mailed/emailed a packet of information which may include:

- a. confirmation of the time and location of the mediation;
- b. the parties expected to be present;

- c. a reminder of the rules regarding participation in mediation;
- d. a summary of the mediation process;
- e. a review copy of the Agreement to Mediate form;
- f. CMS contact information for any questions;

[See Appendix for copies of information sent to parties in advance of the mediation: Scheduling letter; Client Process letter; Agreement to Mediate;]

2. Eight Stage Mediation Model

CMS utilizes an in-depth 8 stage mediation process which provides mediators with effective and thorough steps and procedures to best ensure a productive, ethical and satisfying mediation experience for participants. Below is an outline of the stages and a description of the purpose of each stage. Mediators may modify order and content of the Mediation Model as needed to best serve the parties and case type.

1. Preliminary Planning/Set-up

- a. Mediators prepare the site to facilitate disputants' sense of comfort and safety in the negotiation of their dispute

2. Mediator's Opening Statement:

Mediators begin the mediation session with an opening statement designed to:

- a. Establish rapport with disputants and instill confidence in the process
- b. Explain participant and mediator roles and the mediation process and establish ground rules.
- c. Obtain commitment from the parties to negotiate in good faith and comply with the ground rules
- d. Determine if the parties have the ability to reach an agreement
- e. Have participants sign Agreement to Mediate (if required).

3. Initial Client Statement/Mediator Feedback

Each party has an uninterrupted opportunity to present their perspective. This stage:

- a. Allows the disputants to present their perspectives
- b. Allows the disputants to express their emotions
- a. Allows issues and interests to surface
- b. Brings clarification and validation
- c. Provides opportunity for mediators to clarify, summarize and provide feedback.
- d. Allows an opportunity for parties to respond to one another and provide additional information

4. Agenda Building

Mediators assist parties in creating a list of items to discuss. This stage:

- a. Labels, defines and prioritizes issues
- b. Sets parameters of mediation

- c. Moves and orders the mediation in manageable pieces
- d. Helps the parties take ownership of the dispute and its resolution
- e. Becomes the basis for future agreement

5. Negotiations

Mediators assist parties in negotiating with each other, including

- e. Brainstorming solutions, problem-solving, communicating, clarifying, exploring options and interests
- f. Helping develop solutions

6. Caucus

Mediators may meet with parties separately for a private confidential meeting.

Caucus:

- a. Allows venting, saving face, exploring sensitive or confidential issues or hidden agendas
- b. Development and rehearsal of proposals for open session
- c. Permits discussion of the “bottom line,” compromises, etc.

7. Settlement and Closure

Mediators assist parties in putting their agreement in writing. Mediators are the scribes; the parties dictate the terms of agreement. This stage:

- a. Permits solution to become legally binding
- b. Creates a permanent record of agreement if parties desire.
- c. Permits “ownership” by parties of dispute and solution
- d. Provides final stage of negotiations; time for reality testing
- e. Helps parties transition from the negotiation.

8. Debrief

- a. Provides feedback for observers and mediators
- b. Part of the training and on-going training program
- c. Provides transition and closure for observers and mediators.

[See Appendix for Mediation Settlement Form, Client Evaluation Form]

Section V

(d) Procedures which ensure that participation by all parties is voluntary;

The voluntary nature of mediation is crucial to the core value of party self-determination which guides the mediation profession. CMS seeks to ensure voluntary participation of mediation participants in a number of ways:

1. Outreach information: CMS brochures, website and other promotional materials emphasize the voluntary nature of mediation participation;
2. Referral Source Orientation: CMS orients referral sources about the voluntary nature of mediation. They are informed that once parties are referred to the agency for

mediation contact, participation of parties is voluntary and no party-specific information regarding decisions not to participate or details regarding mediation communications or agreements will be shared by CMS with the referral source without specific permission of the parties;

3. Party Information: In its initial contact with conflict parties, CMS explains the voluntary nature of mediation. Every effort is made to confirm that the party understands that they have free choice of whether to participate in the CMS process;

4. Confirmation of Mediation: The mediation process information sent with the confirmation letter emphasizes the voluntary nature of the session;

5. During the Mediation: Near the start of the Mediator's Opening Statement (Stage 2 of the Eight Stage Model), mediator(s) seek confirmation from the parties of their understanding of the voluntary nature of mediation and that all parties are in fact participating voluntarily. As part of mediator professional guidelines, mediator(s) will continue to assess and confirm throughout the process that parties are participating voluntarily in the mediation and in making particular agreements.

[See Appendix for Mediator Professional Conduct Guidelines/Standards of Practice]

7. "Mandatory Mediation" "court-ordered" referrals: In the event that referral agencies require that the parties being referred attempt mediation, CMS takes the following approach:

a. Emphasize with referring partners that no party-specific reporting will occur after the referral without specific permission from the parties;

b. Emphasize with participants that although an outside person/entity is "ordering" them to mediation, their continued participation in the mediation process beyond the initial contact is voluntary and no party-specific reporting regarding participation will be shared back with the referring agency;

Section VI

(e) Procedures for obtaining referrals from public and private bodies;

CMS receives referrals from a range of government and private agencies. These referrals may be made in many different ways:

1. The referring agency may suggest mediation and provide CMS contact information to potential mediation participants to make contact with CMS;

2. A member of the referring agency may directly refer potential mediation participants to CMS for contact. Such referral may be made by telephone, email or through other means of communication. Referring agencies have different needs regarding the

formality of the referral and whether they desire CMS provide a status on the referral at the completion of CMS involvement. CMS will work with agencies to develop referral methods that meet the needs of the agencies, customers, participants and CMS administration.

3. Law enforcement personnel (Vancouver Police and Clark County Sheriff) may refer situations to CMS through the CRESA First Watch alert system. CMS has an account with CRESA (Clark Regional Emergency Services Agency) so that it receives email notices of mediation referrals and has login permissions to access the system and retrieve party contact information as well any other description of the situation provided by the referring officer.

4. If a referring agency would like a status disposition on parties directly referred, CMS will make a limited report back to the agency, listing:

a. The CMS case number and the names of referred parties;

b. Consistent with mediation confidentiality, a general and limited description of the outcome (e.g. “Parties reached written settlement agreement in mediation” or “CMS was unable to schedule a mediation session” or “One or both parties declined mediation services.”). Any detailed reporting-back of mediation outcomes is left to the agreement and discretion of the mediation parties.

Section VII

(f) Procedures for meeting the particular needs of the participants, including, but not limited to, providing services at times convenient to the participants, in sign language, and in languages other than English;

CMS makes every practicable effort to make its services convenient and accessible to all members of the community. These efforts include:

1. Flexible Mediation Timing and Location. CMS will provide a range of possible mediation times, including weekday mornings, afternoons and evenings, in order to accommodate different work and family schedules. In unusual situations, CMS will schedule a weekend mediation to meet party needs. If it is inconvenient or impracticable for mediation participants to travel to the CMS office, staff will make all reasonable efforts to locate a suitable convenient location off-site. CMS relies on its partner local agencies to provide free conference space for community mediation sessions.

2. Accessibility. CMS is dedicated to making its services accessible. This includes accessible meeting spaces and sign language interpretation services. During the intake and scheduling process, participants are asked whether they have any special needs. CMS mediators are trained to reasonably tailor the mediation process to meet the specific needs of the participants.

3. Languages Other than English. Case managers are trained to explore with non-native speakers whether they are able to communicate effectively in English or need interpretation services. As budget allows, CMS will provide language interpretation for telephone and in-person conversations and meetings. CMS case managers and mediators are trained and have written guidelines regarding how to work with interpreters in mediation. If at any point, CMS is unable to provide an interpreter, it will work with the parties to find alternate methods of interpretation. In any case, mediators will make efforts to ensure that the person providing interpretation adheres as closely as possible to the standards of professional interpretation and CMS interpretation guidelines.

CMS also has a limited number of mediation forms and documents pre-translated into non-English languages. As resources allow, CMS will add to this group of translated documents.

Section VIII

(g) Procedures for providing trained and certified mediators who, during the dispute resolution process, shall make no decisions or determinations of the issues involved, but who shall facilitate negotiations by the participants themselves to achieve a voluntary resolution of the issues;

Training and Certification of Mediators

CMS's mission includes training community members in conflict resolution so that they may assist their fellow community members in resolving conflict and building understanding. As a result, CMS is not simply "a place to go" to have experts resolve disputes. CMS is also the incubator of community conflict resolution resources. The basic skills required to assist in conflict resolution, communication and understanding are possessed by people across a broad spectrum of backgrounds, experience and education. CMS's goal is to identify people across that spectrum, invite them to be community conflict resolvers and train them according to the highest standards of the mediation profession.

CMS has extensive and thorough procedures and practices to ensure the appropriate professional training and certification of mediators as required by the statute. As a member of Resolution Washington (RW), the consortium of Washington State DRCs, CMS has helped to develop, and agreed to abide by, RW's training and certification guidelines. As RW makes changes to its guidelines, CMS will make corresponding changes to its procedures. CMS currently has detailed training and procedure manuals for face-to-face mediation and for mediation case management. Because of the large size of these documents, they are not included in this Plan. However, they are available for review upon request.

To be certified as a mediator with CMS, an applicant must meet a rigorous set of guidelines and pass a number of evaluations by relevant staff and committees. CMS may

accept volunteers with equivalent mediation training from other programs. Below are current CMS certification requirements (which may be changed as needed):

CMS MEDIATION CERTIFICATION REQUIREMENTS

1. Potential volunteers may submit an application as part of a competitive application process or by invitation. Applications are then screened by CMS staff. Applicants who meet CMS screening requirements are interviewed by CMS staff. During the interview process, volunteer opportunities, expectations and certification requirements are explained.
2. Potential volunteers must have completed 36-40 hours of the Basic Mediation Training. Qualified trainees will be invited to become a CMS Volunteer and enter the Mediator Certification Program.
3. A written open book test must be passed within 30-days of the Basic Mediation Training.

CMS offers the following three levels of mediator certification:

Level One Mediator Certification

For new mediators, CMS requires a minimum of 20 hours of mediation observation or participation in mocks. At least 14 hours must be in observations of at least 4 completed cases.

Practicum students can meet these requirements as follows:

1. Observe a minimum of 4 face-to-face mediations (at least 14 hours);
2. Participate in practice mediations (may include playing a role in a mock exam) (approx.. 6 hours)
3. Successfully complete a mock mediation exam in which volunteer solo mediates while staff evaluates required skill level.

Upon completion, volunteers will receive a “Level One Mediator” documentation.

Level Two Mediator Certification

As a Level One Mediator, co-mediate at least 4 mediations with a Mediator Practitioner/Mentor. At least 1 mediation must be observed by CMS staff.

Upon completion and approval by CMS, volunteers will receive recognition of “Level Two Mediator” standing.

Mediator Practitioner/Mentor Certification

As a Level Two Mediator, co-mediate at least 4 mediations with a fellow Level Two mediator or a Mediator Practitioner/Mentor. At least 1 mediation must be observed by CMS staff.

Mediator must have a minimum of 24 hours actual mediation experience in the role of a mediator or co-mediator.

Trainees must also participate in a minimum of 12 hours of additional education during the practicum that might include, but is not limited to:

- a. In-services
- b. Conference attendance
- c. Seminars
- d. Book/article review
- e. Role playing & debriefing (mocks and demonstrations)
- f. Peer consultation

CMS will review and assess mediator by one or more of the following processes:

1. Interview with mediator
2. Written self-evaluation by intern
3. Feedback by mentors/co-mediators
4. Review of mediator's files

The decision to certify will include assessment of the following:

1. Ability to listen actively;
2. Ability to analyze problems, identify and separate the issues involved, and frame these issues for resolution of decision making;
3. Ability to use clear, neutral language in speaking and writing;
4. Ability to be sensitive to strongly felt values of the disputants, including gender, ethnic, and cultural differences;
5. Ability to deal with complex factual materials;
6. Ability to create and maintain control of a diverse group of individuals;
7. Ability to identify and to separate the neutral's personal values from issues under consideration;
8. Ability to understand and redress power imbalances
9. Ability to understand the negotiation process and the role of advocacy,
10. Ability to earn trust and maintain acceptability;
11. Ability to convert parties' position into needs and interests;
12. Ability to screen out non-mediatable issues;
13. Ability to help parties invent creative options;
14. Ability to help the parties identify principles and criteria that will guide them in decision making;
15. Ability to help parties assess their non-settlement alternatives;
16. Ability to help the parties make their own informed choices;
17. Ability to help parties assess whether their agreement can be implemented;

18. Ability to identify when expert outside information is needed by the parties;
19. Ability to work as a team with co-mediator;
20. Ability to handle ethical questions and confidential information appropriately; and
21. Ability to mentor others in the mediation process.

Upon completion and approval by CMS, volunteer will receive a “Mediator Practitioner/Mentor” certificate.

Upon earning Mediator Practitioner/Mentor Certification, volunteers will have obtained approximately 120-hours of training and are prepared to mediate complex cases, mentor other volunteers, and solo mediate if needed.

CMS volunteers may challenge any of the above requirements with proof of equivalent training and/or experience.

Continuing mediation education and training requirements for volunteer mediators

1. All volunteers are required to attend at least 2 continuing mediation education activities annually. CMS will offer quarterly in-services that can fill this requirement. Non-CMS training opportunities may also fill this requirement if approved by CMS. Quarterly CMS in-services will focus on specific mediation issues such as:

- Cross Cultural
- Active Listening
- Issues and Interests
- Negotiation
- Agreement Writing
- Managing Strong Emotions
- Co-Mediation and Mediator Styles
- Impasse and Power Imbalance

2. In order to stay current, a volunteer who has reached any level of mediator certification must participate in at least three face-to-face mediation opportunities per year (observation, practice or face-to-face mediation). These requirements may be completed with CMS or through approved non-CMS opportunities.

Section IX

(h) Procedures for informing and educating the community about the dispute resolution center and encouraging the use of the center's services in appropriate cases.

CMS will employ an array of strategies and programs designed to educate the community about conflict resolution and, specifically, about CMS services. The purposes of education and outreach are twofold.

First, CMS will educate the community about CMS services, including:

- a. How CMS works with participants to help resolve conflict;
- b. Types of conflicts CMS helps to resolve;
- c. How to access CMS services;

Second, CMS will educate the community about how people can manage and prevent conflict, including how to communicate more effectively and contribute to resolving conflicts in their own lives and in the community. In this way, CMS provides tools to community members to enhance their overall quality of life and reduce unproductive and costly conflict.

Methods of Education and Outreach

1. Presentations to civic, multicultural, neighborhood, professional and other groups and organizations regarding an overview of CMS services and conflict resolution approaches;
2. Trainings in the community and organizations on conflict management and prevention, improving communication and approaches to differences and conflict.
3. 40-Hour Basic Mediation Training – CMS will use this training to build volunteer capacity and provide a mediation orientation to other community leaders so that they may take new skills and understanding back to their organizations and into the community.
4. Brochures and Written Materials – CMS will utilize written brochures and materials to both educate about the program and about resolving conflict directly
5. Website and Electronic Communication – CMS will also use a website and other social media to provide outreach and education.

Section 10 – Conclusion

CMS looks forward to serving the people of this area as a thriving and dynamic, community-based organization with high quality conflict resolution and education services. This Program Plan has set out the ways in which CMS will meet the

requirements set forth by the state legislature for DRCs in RCW 7.75.020(2). If any additional documentation is needed, CMS will be glad to provide it upon request.