

POLICIES & PROCEDURES MANUAL

Community Dispute Resolution Program



Michigan Supreme Court
State Court Administrative Office

Community Dispute Resolution Program
State Court Administrative Office
Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909

Effective January 1, 2010

Table of Contents

SECTION 1: Introduction and Brief History of the Program	1
SECTION 2: Purpose of this Manual	5
SECTION 3: Legislation	6
SECTION 4: Program Administration	12
4.0 Program Purpose.....	12
4.1 Service Area	12
4.2 Types of Cases Handled	12
4.3 Types of Referrals Received.....	13
4.4 Voluntary Participation of Disputants	13
4.5 Volunteer Mediators	13
4.6 Indigents/Fee Structure.....	13
4.7 Referrals to and Participation with other Programs.....	13
4.8 Confidentiality	14
4.9 Mediation Location.....	14
4.10 Community Participation.....	14
4.11 Non-Discrimination	15
4.12 Complaint Process	15
SECTION 5: Personnel	16
5.1 Non-Discrimination	16
5.2 Organizational Chart.....	16
5.3 Job Descriptions	16
5.4 Grievance Procedures	16
5.5 Conflict of Interest.....	16
5.6 Staff Training.....	17
5.7 Personnel Evaluation	17
5.8 Nepotism.....	17
SECTION 6: Board of Directors/Advisory Committees	18
6.1 Board of Directors/Advisory Committee Responsibilities	18
6.2 Specific Board/Advisory Committee Functions.....	19
6.3 Committees	19
6.4 Umbrella Agencies/Government Units	19
6.5 Strategic Planning/Program Evaluation.....	20
6.6 Technical Assistance	20
6.7 Conflict of Interest.....	20
6.8 Criminal History Background Checks.....	21

SECTION 7: Training	22
7.1 Statutory Requirements	22
7.2 General Considerations in Recruiting Volunteer Mediators	22
7.3 Selecting Mediator Trainers	23
7.4 Mediator Training.....	24
7.5 Training Requirements/Waiver	25
7.6 Qualified Trainers/Assistant Trainers.....	25
7.7 Mediator Trainer Approval Process	26
7.8 Budgeting for Volunteer Mediator Training	27
7.9 Caseload/Internship Training Considerations	27
SECTION 8: Funding Procedures	28
8.1 Grant Application Outline	28
8.2 Grant Application Time.....	29
8.3 Budget.....	29
8.4 General Funding Criteria	30
8.5 Formal Grant Application Requirements	30
8.6 Renewing Multiple Applicants within a County/Service Area	31
8.7 Calculation of "Funds Available" and "Operating Expense"	32
SECTION 9: Statistical Reporting	34
9.1 Introduction	34
9.2 Case Definition	35
9.3 Case Management Software	35
9.4 Statistical Guidelines: MADTrac© – Individual Case Profile	37
9.5 Reporting Cases Involving Mediation Services to Minors.....	44
9.6 Frequently Asked Case Management Questions	46
SECTION 10: Fiscal Management	48
10.1 Dictionary of Budget Terminology	48
10.2 Accounting Requirements	51
10.3 Recommended Financial Management Procedures.....	53
10.4 Summary of Non-Reimbursable CDRP Grant Expenses	53
10.5 Grant In-kind Match Allowances	54
10.6 Budget Modification.....	56
10.7 Unexpended Funds from a Previous Year	56
10.8 Recommended Internal Control System for Receipts	58
10.9 Sample Calculations	62
SECTION 11: Reporting Timetable and Forms	66
11.1 Reporting	66
11.2 Reporting Time Table.....	67
11.3 Index of Forms and Current Updates	68
11.4 Changes in Address, Nonprofit Status, or Establishment of a Legal DBA.....	69
Appendix A.....	70
Appendix B	83
Appendix C	86
Appendix D.....	123

Introduction and Brief History of the Program

The Community Dispute Resolution Program (CDRP) was established by 1988 PA 260 [MCL 691.1551 et seq; MSA 27.15(51) et seq] to help fund community dispute resolution centers which provide conciliation, mediation, or other forms and techniques of voluntary dispute resolution to persons as an alternative to the judicial process.

The Senate Fiscal Agency Bill Analysis of the original legislation succinctly stated the rationale for the program:

"Community dispute resolution centers provide a nonadversarial option for disagreeing parties for whom formal litigation may be unnecessary, inappropriate, or unaffordable. Voluntary participation with an emphasis on finding solutions where nobody `loses' contributes to the success of these programs in such matters as landlord-tenant disputes, arguments between neighbors, small claims, and personal disagreements. Local court dockets are relieved, and disputants benefit from the personal attention and mutually acceptable solutions provided through the community centers, which stress conciliation rather than confrontation. The public benefits of alternative dispute resolution were recognized by the Citizens' Commission to Improve Michigan Courts, which recommended that the Supreme Court direct courts to cooperate with local organizations that provide dispute resolution."

Senate Fiscal Analysis, SB 816, HB 4823, 1988
Revised Second Analysis

The Citizens' Commission, mentioned above, concluded that negotiated settlements and processes promoting conciliation--not confrontation--would benefit Michigan communities.

"We have seen that an overwhelming majority of Michigan citizens agree that litigation is expensive and time-consuming. They are right. Litigation should be the forum of last resort. Quicker and less costly means should be readily available for the resolution of disputes which can be handled without recourse to litigation. The Michigan Supreme Court should play a leadership role in the efficient delivery of justice, and should therefore maintain a continuing research effort into alternative means of dispute resolution."

Trial courts have experimented with methods of expediting litigation, but attention must also be given to programs that take disputes out of the courts and toward a negotiated agreement. The ISR [Institute for Social Research] public opinion survey demonstrates that most Michigan citizens are favorably inclined toward such informal alternatives. Typically, these programs bring the parties together with a neutral third person who has been trained in problem-solving and dispute resolution. This is neither arbitration nor litigation, and agreements are voluntary. Such procedures can reduce caseloads and perform a community service by encouraging conciliation rather than confrontation.

"We therefore recommend that the Michigan Supreme Court: (41) Direct the courts of this state to establish contact and cooperate with local organizations that provide alternative means of dispute resolution. Printed materials about such organizations should be readily available from court personnel. The Michigan Supreme Court should also encourage the development and use of alternatives to the traditional court procedures now in effect."

Citizens' Commission to Improve Michigan Courts, "Final Report and Recommendations to Improve the Efficiency and Responsiveness of Michigan Courts," October, 1986

The first community dispute resolution centers in Michigan began providing mediation services in advance of the CDRP Act and state funding. Grand Rapids citizens developed the Community Reconciliation Center, which was soon followed by the Detroit Neighborhood Reconciliation Center in Wayne County.

After enactment of the program legislation in 1988, the State Court Administrator appointed an Advisory Committee to provide recommendations on program design. In 1989, using an outline provided by the National Center for State Courts, the Advisory Committee developed program funding and training criteria and provided recommendations on administrative policies and procedures. Funding derived from an increase of \$2 in civil court filing fees also began accumulating in 1989, for distribution in the first program funding year, 1990.

Thereafter, the first mediation centers were funded, including those mentioned above. Program staff and volunteers at the centers worked in the first year to set up their offices, conduct training, recruit volunteers, and develop referral sources. In 1991, while additional centers were funded, renewing centers expanded their referral sources, developed their community outreach, and worked to strengthen their organizations.

In late 1992, the legislature extended the original January, 1993, sunset of the funding legislation to December 31, 1995. In late 1993, the legislature removed the 1994 funding sunset and amended several definitional components of the program. In 1993 and 1994, plans were developed to conduct a statewide program evaluation. Statewide availability of dispute resolution services was achieved in 1994 as well with the funding of 30 centers throughout the state.

Also in 1996, the statewide program evaluation was completed, the results of which are available from SCAO.

INTRODUCTION

In 1998, pilot projects were begun to test the application of mediation and facilitation in child protection proceedings. This program is called the Permanency Planning Mediation Program, and in early 1999, the number of pilot sites was expanded.

The Michigan Supreme Court and Michigan State Legislature responded to CDRP funding challenges in 1999 and designated general fund appropriations for CDRP centers in 2000. This additional funding continued through 2003, when it was replaced by an increase in the allocation CDRP centers would receive from civil court filing fees.

Also in 2000, new Michigan Court Rules took effect that allowed judges to order persons in civil matters to try mediation. CDRP center staff contributed substantially to the rule development process and since then have worked closely with courts throughout the state to implement the new rules.

Consistent with the direction of Michigan's courts to offer greater levels of mediation service, in late 2002, the Office of Dispute Resolution's focus shifted to assessing how CDRP centers could more effectively provide services to courts. As part of this shift, SCAO discontinued its administration of the Michigan Agricultural Mediation Program in 2003, and its administration of the Michigan Special Education Mediation Program in 2004. The former program was adopted by Michigan State University Extension Service, and the later was adopted by the Dispute Resolution Association of Michigan.

Also in 2004, two important evaluations were conducted. The first showed that Permanency Planning Mediation significantly reduced the time children remain in impermanent settings following the use of mediation in abuse and neglect cases. The second study showed that litigants in small claims cases were significantly more likely to collect on amounts agreed to in mediation than on judgments rendered as a result of a contested hearing.

In 2005, the Office of Dispute Resolution, in collaboration with the SCAO Friend of the Court Bureau, created the Postjudgment Parenting Time Mediation Pilot Project. The purpose of this initiative was to determine whether mediation, as provided by the CDRP centers, could reduce the level of complaints and return visits to the Friend of the Court by persons who have been divorced, but who have on-going relationships owing to their parenting arrangements. New case management software was implemented in this year as well.

Whether CDRP mediators could assist in resolving general civil cases evaluated at under \$25,000 in value by circuit court case evaluation panels was a question raised in 2006, and in response, a pilot project involving three centers was created.

Work began in 2007 to further develop the capacity of CDRP mediators to help parties in divorce cases reach mutually agreed upon terms of their divorce. The service is designed to chiefly serve unrepresented low-income parties without children, and is being implemented through six CDRP centers. Training was supported by a grant from the Michigan State Bar Foundation.

INTRODUCTION

Mediator training for the divorce mediation project began in 2008, and work continued on developing the circuit court general civil case evaluation pilot project. A statewide meeting took place, co-sponsored by the ADR Section of the State Bar, to discuss the relationships between CDRP centers, courts, and private mediators.

In 2008-2009, CDRP centers were represented on two state level committees; one to propose amendments to Michigan's ADR court rules, the other to specifically focus on confidentiality rule provisions. Work continued in developing divorce-related mediation services, and several additional centers initiated mediation services in child protection cases. Discussions began with the Department of Education to determine how to expand youth dispute resolution programs in schools. Discussions began with the Michigan Department of Corrections to determine how to include mediation services in that department's Michigan Prisoner Re-Entry Initiative.

Additional information on program history and development can be found in the CDRP annual reports for the program, available from SCAO, and on the Michigan Supreme Court website: <http://courts.mi.gov/scao/dispute/odr.htm>.

Purpose of this Manual

This manual provides policies and procedures necessary for obtaining funding for operation of a dispute resolution program funded by the Community Dispute Resolution Program in Michigan.

The manual compiles in one resource policies and procedures that are routinely distributed in grant announcements, contracts, and memoranda from SCAO.

Most importantly, the manual has been designed to be of assistance to CDRP centers. Not only does it incorporate many specific recommendations provided by mediation center staff, volunteers, board members, former CDRP Advisory Committees, and program evaluators, but it also reflects broad policy statements about the high degree of quality of mediation service available through Michigan community dispute resolution centers.

At the same time, the manual contains financial, statistical, and administrative provisions which allow SCAO to fulfill its role as administrator of the Community Dispute Resolution Program and as fiduciary of the Community Dispute Resolution Program Fund.

As a central resource, the manual has been assembled in a loose-leaf binder to give centers the opportunity to add notes and other materials while allowing easy updating of materials in the future. The materials are also available in an electronic format online.

Board of directors or advisory committee officers may better be able to fulfill their responsibilities by having their own copy of the manual. Feel free to request additional copies as the need arises.

Your continued participation in offering comments and suggestions is encouraged and appreciated. All questions, comments, and suggestions should be made to the Community Dispute Resolution Program, Hall of Justice, P.O. Box 30048, Lansing, Michigan 48909, 517- 373-4839.

Legislation

COMMUNITY DISPUTE RESOLUTION ACT

Act 260 of 1988

AN ACT to create the community dispute resolution program; to create the community dispute resolution fund; to establish criteria for funding and participation in the program; to provide for the administration of the program; to authorize pilot projects; to require the reporting of certain statistical data; and to repeal certain parts of this act on specific dates.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

The People of the State of Michigan enact:

691.1551 Short title.

Sec. 1. This act shall be known and may be cited as the “community dispute resolution act”.

History: 1988, Act 260, Eff. Nov. 13, 1988

691.1552 Definitions.

Sec. 2. As used in this act:

(a) “Administrative expenses” means expenses incurred by the state court administrator in implementing this act.

(b) “Available grant funds” means that portion of the community dispute resolution fund available for awards to grant recipients, after administrative expenses have been met.

(c) “Center” means a community-based dispute resolution center.

(d) “Fund” means the community dispute resolution fund.

(e) “Grant recipient” means a nonprofit or governmental organization that receives funds to operate a center pursuant to this act.

(f) “Mediator” means an impartial, neutral person who assists parties in voluntarily reaching their own settlement of issues in a dispute and who has no authoritative decision-making power.

(g) “Program” means the community dispute resolution program created by this act.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1553 Community dispute resolution program; creation; purpose.

Sec. 3. The community dispute resolution program is created to provide conciliation, mediation, or other forms and techniques of voluntary dispute resolution to persons as an alternative to the judicial process.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1554 Community dispute resolution fund; creation; purpose; administration.

Sec. 4. The program shall be funded by the community dispute resolution fund which is created in the state treasury and shall be administered by the state court administrator.

History: 1988, Act 260, Eff. Nov. 13, 1988

691.1555 Revenues, funds, and interest credited to fund.

Sec. 5. (1) The department of treasury shall credit to the fund the revenues received pursuant to sections 2528, 2529, 5756, 8371, and 8420 of the revised judicature act of 1961, Act No. 236 of the Public Acts of 1961, being sections 600.2528, 600.2529, 600.5756, 600.8371, and 600.8420 of the Michigan Compiled Laws.

(2) The department of treasury shall credit to the fund any funds appropriated by the legislature and any federal or private funds received by the state for the purpose of implementing this act. Money in the fund at the end of the fiscal year shall remain in the fund, and shall not revert to the general fund.

(3) Interest generated by revenues in the community dispute resolution fund shall be credited to the community dispute resolution fund by the department of treasury and shall be used exclusively for purposes of this act.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1556 Participation in dispute resolution process.

Sec. 6. (1) Participation in the dispute resolution process shall be voluntary and the form or technique utilized shall be by mutual agreement of the parties.

(2) Subject to subsection (1), a court may refer the parties to a civil action to a center funded under this act. The court shall not require that the parties to the civil action reach a settlement of the civil action through any dispute resolution process utilized at the center.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1556a Agreement; enforcement.

Sec. 6a. If the parties involved in a dispute resolution process reach a settlement and execute a written agreement, the agreement is enforceable in the same manner as any other written contract.

History: Add. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1556b Repealed. 1993, Act 286, Eff. Jan. 1, 1996.

Compiler's note: The repealed section pertained to pilot projects.

691.1557 Confidentiality.

Sec. 7. (1) The work product and case files of a mediator or center and communications relating to the subject matter of the dispute made during the dispute resolution process by a party, mediator, or other person are confidential and not subject to disclosure in a judicial or administrative proceeding except for either of the following:

(a) Work product, case files, or communications for which all parties to the dispute resolution process agree in writing to waive confidentiality.

(b) Work product, case files, or communications which are used in a subsequent action between the mediator and a party to the dispute resolution process for damages arising out of the dispute resolution process.

(2) Subsection (1) does not apply to statements, memoranda, materials, and other tangible evidence, otherwise subject to discovery, that were not prepared specifically for use in the dispute resolution process.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1557a Civil liability.

Sec. 7a. A mediator of a community dispute resolution center shall not be held liable for civil damages for any act or omission in the scope of his or her employment or function as a mediator, unless he or she acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of the rights, safety, or property of another.

History: Add. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1558 Administration of program.

Sec. 8. This program shall be administered through community dispute resolution centers operated by grant recipients pursuant to a grant contract awarded by the state court administrator.

History: 1988, Act 260, Eff. Nov. 13, 1988

691.1559 Eligibility of grant recipient for funding.

Sec. 9. To be eligible for funding, a grant recipient shall do all of the following:

(a) Comply with the provisions of this act, and any requirements or guidelines established by the state court administrator to effectuate the purposes of this act.

(b) Provide neutral mediators who have received not less than 40 hours of training in conflict resolution techniques and principles of the legal system in a course of study approved by the state court administrator or a program of internship as may be required by the state court administrator.

(c) Provide dispute resolution services without cost to indigents.

(d) Reject any dispute which involves alleged acts which are or could be the subject of a violent felony or drug-related felony criminal prosecution.

(e) When appropriate, refer participants to other agencies or organizations for assistance.

(f) Provide for community participation and respond to local community needs. In determining whether this requirement has been satisfied, the state court administrator shall consider the extent to which the applicant has the following:

(i) Active board members and mediators drawn from the community and client constituencies.

(ii) Programs and services that target local dispute resolution needs.

(iii) Local financial and in-kind support.

(iv) A diversified base of referral sources.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993

691.1560 Selection of grant recipients; contents of grant applications submitted for funding; allocations; matching amount; “civil filing fee fund” defined.

Sec. 10. (1) Grant recipients shall be selected from applications submitted to the state court administrator. The grant applications submitted for funding shall include all of the following:

- (a) The budget for the proposed center including the proposed compensation and qualifications of the employees.
- (b) A description of the proposed geographical area of service and an estimate of the number of participants to be served.
- (c) A description of current dispute resolution services, if any, available within the proposed geographical area.
- (d) A narrative of the applicant's proposed program that includes the support of civic groups, social services agencies, local courts, and criminal justice agencies to accept and make referrals; the present availability of resources; and the applicant's administrative capacity.
- (e) A description of the fee structure, if any, that will be applied to participants seeking dispute resolution.
- (f) Such additional information as is determined to be needed by the state court administrator.

(2) If 1 or more applicants meet the eligibility requirements of section 9 and guidelines established under section 9, the state court administrator shall award a grant or grants from money distributed to the fund from the civil filing fee fund. Grants shall be allocated as follows:

- (a) 65% of the money received from the civil filing fee fund shall be made available for disbursement on the basis of the annual civil court filings reported by courts. An eligible applicant shall receive a pro rata share of the available grant funds on the basis of the annual civil court filings reported by courts located in the counties serviced by the applicant.
- (b) 35% of the money received from the civil filing fee fund and any money in the fund derived from other sources shall be made available for disbursement on the basis of performance measures and threshold funding levels established by the state court administrative office.

(3) Nothing in subsection (2) requires a grant award that exceeds the proposed center's approved budget.

(4) Each grant recipient shall provide a matching amount equal to at least 35% of the awarded grant amount.

(5) As used in this section, “civil filing fee fund” means that fund as created in section 171 of the revised judicature act of 1961, 1961 PA 236, MCL 600.171.

History: 1988, Act 260, Eff. Nov. 13, 1988 ;-- Am. 1993, Act 286, Imd. Eff. Dec. 28, 1993 ;-- Am. 2003, Act 79, Eff. Oct. 1, 2003

691.1561 Fiscal affairs of grant recipient; inspection, examination, and audit.

Sec. 11. The state court administrator or other authorized state official shall have the power to inspect, examine, and audit the fiscal affairs of any grant recipient.

History: 1988, Act 260, Eff. Nov. 13, 1988

691.1562 Providing statistical data annually to state court administrator; annual report.

Sec. 12. Each grant recipient shall annually provide to the state court administrator statistical data on its operating budget, the number of referrals, categories or types of cases referred, number of parties serviced, number of disputes resolved, nature of resolution, amount and type of awards, rate of compliance, returnees to the center, duration and estimated costs of hearing, and such other information the state court administrator may require. The state court administrator shall report annually to the governor and legislature regarding the operation and success of the centers funded pursuant to this act.

History: 1988, Act 260, Eff. Nov. 13, 1988

691.1563 Effective date.

Sec. 13. This act shall take effect upon the expiration of 120 days after the date of its enactment.

History: 1988, Act 260, Eff. Nov. 13, 1988

691.1564 Conditional effective date.

Sec. 14. This act shall not take effect unless Senate Bill No. 816 of the 84th Legislature is enacted into law.

History: 1988, Act 260, Eff. Nov. 13, 1988

Compiler's note: Senate Bill No. 816, referred to in this section, was filed with the Secretary of State August 17, 1988, and became P.A. 1988, No. 310, Eff. Jan. 1, 1989

REVISED JUDICATURE ACT OF 1961 (EXCERPT)

Act 236 of 1961

600.171 Civil filing fee fund; creation; use; deposits; investment; distribution of proceeds.

Sec. 171.

(1) The civil filing fee fund is created in the state treasury. The money in the fund shall be used as provided in this section.

(2) The state treasurer shall credit to the civil filing fee fund deposits of proceeds from the collection of revenue from court filing fees designated by law for deposit in the fund and shall credit all income from investment credited to the fund by the state treasurer. The state treasurer may invest money in the fund in any manner authorized by law for the investment of state money. However, an investment shall not interfere with any apportionment, allocation, or payment of money as required by this section. The unencumbered balance remaining in the fund at the end of a fiscal year shall remain in the fund and shall not revert to the general fund.

(3) In the state fiscal year beginning October 1, 2003 and in subsequent state fiscal years, the state treasurer shall distribute the proceeds of the fund monthly as follows:

(a) To the state court fund created in section 151a, 48.5% of the fund balance.

(b) To the court equity fund created in section 151b, 8.2% of the fund balance.

(c) To the judicial technology improvement fund created in section 175, 11.1% of the fund balance.

(d) To the community dispute resolution fund created by the community dispute resolution act, 1988 PA 260, MCL 691.1551 to 691.1564, 5.2% of the fund balance.

(e) To the executive secretary of the Michigan judges retirement system created by the judges retirement act of 1992, 1992 PA 234, MCL 38.2101 to 38.2670, 24% of the fund balance.

(f) To the secretary of the legislative retirement system for deposit with the state treasurer in the retirement fund created by the Michigan legislative retirement system act, 1957 PA 261, MCL 38.1001 to 38.1080, 1.5% of the fund balance.

(g) To the state general fund, 1.5% of the fund balance.

History: Add. 2003, Act 138, Eff. Oct. 1, 2003

Program Administration

4.0 Program Purpose

"The community dispute resolution center program is created to provide conciliation, mediation, or other forms and techniques of voluntary dispute resolution to persons as an alternative to the judicial process." MCL 691.1553

4.1 Service Area

- 4.1.1 Because funding for community mediation centers is derived from courts which serve entire counties, CDRP-funded centers must offer service to all residents of the county(ies) for which they are applying for funding. Centers providing services to less than an entire county will not be funded unless strong evidence is provided showing that a substantial need for service delivered to a limited area is warranted.
- 4.1.2 Centers should also conduct outreach county-wide, as well as encourage active support and participation of volunteers on a county-wide basis.
- 4.1.3 Centers serving multiple counties should provide the following functions and services to all counties in its service area: volunteer recruitment, outreach, conciliation and mediation, and other services as determined by the board of directors or advisory committee.

These services should not be provided to the detriment of the core county program, however. If expanded services cannot realistically be provided with the additional funds provided by multiple counties, a center should not apply for multiple counties' funds.

Centers must be able to demonstrate that services are provided in counties from which CDRP funding is derived.

4.2 Types of Cases Handled

- 4.2.1 Centers must offer dispute resolution services for a wide variety of dispute types unless there is a strong showing of demonstrated need and community support for limited mediation services.

- 4.2.2 Centers must "reject any dispute which involves alleged acts which are or could be the subject of a violent felony or drug-related felony criminal prosecution." MCL 691.1559(d)

"Violent felony" is not defined within the CDRP Act. Various definitions exist in the Michigan Compiled Laws, including: MCL 460.10d; MCL 750.227; MCL 750.543b; MCL 791.236; and Michigan Constitution, Article 1, Section 15.

4.3 Types of Referrals Received

Centers must receive referrals from a diversified base of referral sources.

4.4 Voluntary Participation of Disputants

"Participation in the dispute resolution process shall be voluntary and the form or technique utilized shall be by mutual agreement of the parties." MCL 691.1556

4.5 Volunteer Mediators

- 4.5.1 Mediators shall serve as volunteers and without remuneration. Compensation for travel and expense reimbursement incurred in conjunction with such activities shall be paid directly to the CDRP, and remitted to center participants in accordance with approved expense reimbursement procedures.
- 4.5.2 Staff may serve as mediators in limited circumstances. See Sections 5.3 and 5.5.

4.6 Indigents/Fee Structure

- 4.6.1 Dispute resolution services must be provided without cost to indigents. MCL 691.1558(c)
- 4.6.2 Centers are encouraged to adapt indigency policies already established by service agencies in their communities. Agencies with such policies include legal aid services, Department of Social Services, and Department of Mental Health. If centers charge a fee for services, they must have a written fee structure policy which assures that indigents are served properly at no charge.
- 4.6.3 Fee receipts and any interest generated from fee receipts, CDRP funds, and CDRP-funded activities such as training, must be applied to the dispute resolution program. [See Section 10.2, Accounting Requirements]

4.7 Referrals to and Participation with other Programs

- 4.7.1 Centers must refer participants to other agencies or organizations for assistance when appropriate. MCL 691.1559(e)

4.7.2 Whenever practicable centers should engage in local collaborative bodies and activities. Collaborations pool responsibilities, risks, resources, expertise, and accountability in carrying out a shared mission. Collaborative work includes assessing local and critical needs, developing plans of intervention, coordinating local resources, implementing plans, and monitoring and evaluating results.

4.8 Confidentiality

4.8.1 “(1) The work product and case files of a mediator or center and communications relating to the subject matter of the dispute made during the dispute resolution process by a party, mediator, or other person are confidential and not subject to disclosure in a judicial or administrative proceeding except for either of the following:

- (a) Work product, case files, or communications for which all parties to the dispute resolution process agree in writing to waive confidentiality.
- (b) Work product, case files, or communications which are used in a subsequent action between the mediator and a party to the dispute resolution process for damages arising out of the dispute resolution process.

(2) Subsection (1) does not apply to statements, memoranda, materials, and other tangible evidence, otherwise subject to discovery, that were not prepared specifically for use in the dispute resolution process. [MCL 691.1557]”

4.8.2 Each center must have a written confidentiality policy incorporating the statutory confidentiality requirements.

4.9 Mediation Location

A center should schedule dispute resolution sessions at a place and time which is as convenient as possible for all parties to the dispute.

4.10 Community Participation

4.10.1 To be eligible for funding a center must:

"Provide for community participation and respond to local community needs. In determining whether this requirement has been satisfied, the State Court Administrator shall consider the extent to which the applicant has the following:

- (i) Active board members and mediators drawn from the community and client constituencies.
- (ii) Programs and services that target local dispute resolution needs.
- (iii) Local financial and in kind support.
- (iv) A diversified base of referral sources." [MCL 691.1559]

4.10.2 In fulfilling the statutory obligations, a center must:

- (1) routinely engage in needs assessments conducted by its own agency or refer to other agencies' assessments;
- (2) ensure that the governing body, staff, and volunteers reflect the service area's constituency; and
- (3) provide opportunities for participation in program planning and evaluation by referral sources and center clients.

4.11 Non-Discrimination

4.11.1 A grantee of CDRP funds agrees that all persons employed, supervised, and served by the Grantee, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, or condition of physical or mental handicap, familial status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

4.11.2 If SCAO determines that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which SCAO may cancel, terminate, or suspend its contract with a grantee.

4.12 Complaint Process

Each program must have a written complaint process by which the program would respond to the written complaint of a user of center services.

Personnel

5.1 Non-Discrimination

Programs cannot discriminate in hiring staff with regard to religion, race, color, national origin, age, sex, height, handicap, weight, or marital status. Each center must have a written policy clearly detailing the center's non-discrimination policy.

5.2 Organizational Chart

Centers must maintain a current organizational chart, identifying the program director, the financial officer, and other program staff.

5.3 Job Descriptions

- 5.3.1 Centers must have written job descriptions and job qualifications for all staff.
- 5.3.2 Benefits packages, if offered, must specifically describe the benefits offered.
- 5.3.3 Staff may not serve as paid mediators, with the exception that staff may attend approved mediation training, complete internships, and occasionally mediate to maintain and develop skills or to substitute for a volunteer mediator unable to keep a scheduled mediation session.

5.4 Grievance Procedures

Each program should have a written employee grievance procedure approved by its board of directors.

5.5 Conflict of Interest

CDRP funds may not contribute to any portion of the salary of staff who serve as a mediator, conciliator, arbitrator, or alternative dispute resolution trainer or consultant in a private capacity.

For purposes of this program, it is a prohibited conflict of interest for staff members, whether full or part-time, of a CDRP funded center to in any way receive personal remuneration for providing dispute resolution services, including training, mediation, conciliation, arbitration, or other facilitation, during their tenure of employment with a CDRP funded center.

Grantee agrees that any funds generated by the provision of dispute services, in the name of a funded CDRP center by its staff, will become center resources. Compensation for travel and expense reimbursement incurred in conjunction with such activities shall be paid directly to the CDRP, and remitted to center participants in accordance with approved expense reimbursement procedures.

Staff members whose salaries are derived from CDRP funding may not also serve as mediators and/or alternative dispute resolution consultants in a private capacity.

5.6 Staff Training

- 5.6.1 All program staff must receive training for their program functions. The nature of this training shall be determined by the program administrator.
- 5.6.2 Programs must have an ongoing in-service training program for all staff and experienced mediators.

5.7 Personnel Evaluation

All program staff and mediators shall be evaluated under the direction of the program administrator; the program director shall be evaluated by the board of directors or appropriate government unit supervisor, if applicable. At a minimum, this evaluation must be done on a yearly basis.

5.8 Nepotism

A center shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by a center. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step parent, and step child. The term "administrative capacity" means persons who have overall administrative responsibility for the program including selection and hiring of staff, or supervisory responsibilities.

Board of Directors/Advisory Committees

Each center receiving CDRP funds must have a body of volunteer community members selected from the service area exclusively dedicated to governing the dispute resolution program. In a free-standing non-profit organization, this will be a board of directors. Where the dispute resolution program is housed in an umbrella agency and is one of several programs administered by the agency, the governing body will be an advisory committee.

Because of the substantial work required to maintain and expand dispute resolution services, and owing to limited center budgets, it is extremely important that a program director have the active support and assistance of a board of directors or advisory committee.

The following sections are meant to help determine the types of work that either legally (as a board) or programmatically (as a board or advisory committee) need to be done. Once the particular tasks to be performed are identified, the sections further urge that there be a clear understanding between all program participants about which body is responsible for which task(s).

6.1 Board of Directors/Advisory Committee Responsibilities

The following sections pertain to the board of directors of a free-standing agency, or to the advisory committee of a program operated through an umbrella agency.

- 6.1.1 The program board of directors or advisory committee membership must reflect the population of the service area.
- 6.1.2 Board members or advisory committee members must serve as a liaison to the community, soliciting community support for and input into the development of the program and program referral sources.
- 6.1.3 Board members or advisory committee members should have job descriptions reflecting their work on the board or advisory committee and sub-committees.
- 6.1.4 A board of directors or advisory committee must meet minimally four times per year with quorum present, but should meet more regularly, particularly if the board or advisory committee does not have active committees.
- 6.1.5 All governing bodies of dispute resolution centers funded through the CDRP must keep minutes of meetings.

6.1.6 The use of ad hoc committees or task forces is encouraged. Limited purpose committees and task forces often attract community members with expertise who would otherwise be unable to commit to serving on a board/advisory committee for an extended period.

6.2 Specific Board/Advisory Committee Functions include, but should not be limited to:

- Establishing policies and procedures for the program
- Obtaining funds necessary for program operation
- Employing and supervising the program director
- Approving major purchases
- Approving service contracts
- Strategic planning
- Annual program and program director evaluation
- Other, as required by state statute or corporate by-laws

6.3 Committees

Committees permit a board/advisory committee to work efficiently, maximizing the use of meeting time and resources of the full board/advisory committee.

At a minimum, the following committees should establish goals and objectives for enhancing the work of the dispute resolution center:

- Fund development
- Marketing
- Board member/volunteer recruitment, orientation, and training
- Policy development and evaluation
- Personnel

6.4 Umbrella Agencies/Government Units

6.4.1 Programs operated through sponsoring agencies or government units should have a working advisory committee made up of members reflecting the population of the service area. All of the considerations of Section 6.1 apply.

6.4.2 A written statement must reflect which body has authority over and responsibility for program development, fund development, evaluation, and other functions as listed above. The statement should also reflect the level of independence and autonomy of the advisory committee.

- 6.4.3 The written statement should reflect how the board of directors of the umbrella agency or appropriate government officers are kept informed about the work and development of the dispute resolution program. If by a liaison member from the advisory committee, for example, how frequently the liaison should attend meetings of the full board. If by written report, how that report will be received and reviewed and commented upon by the full board.
- 6.4.4 Clear expectations of the umbrella agency should be developed by the advisory committee relating to such items as the umbrella serving as a source of referrals, as a source of resources, and limitations on overhead charges.

6.5 Strategic Planning/Program Evaluation

- 6.5.1 All CDRP centers must conduct on-going strategic planning and evaluation. Evaluation by independent evaluators is encouraged.
- 6.5.2 All dispute resolution centers should have methods to evaluate the internal workings of their program to improve their services to the community.

6.6 Technical Assistance

- 6.6.1 Boards of directors and advisory committees are encouraged to seek and obtain technical assistance in organizational matters, including, but not limited to:
- Strategic planning
 - Board, personnel, and volunteer training
 - Program evaluation
 - Organizational assessment
- 6.6.2 Community Dispute Resolution Program funds may be used for in-state technical assistance using in-state technical assistance providers.

6.7 Conflict of Interest

Each program should have a written conflict of interest policy for members of the board of directors and advisory committee. The policy should include such aspects as disclosing real or perceived conflicts of interest, processing the disclosure, determination, withdrawal, and approval.

6.8 Criminal History Background Checks

- 6.8.1 A CDRP fund recipient must have a written policy for conducting and responding to reports regarding criminal history background checks for all staff, mediators, and interns. The policy may include such additional persons as board of directors and advisory committee members. A policy must be established no later than May 1, 2010.
- 6.8.2 All current staff, mediators, and interns working on any activity involving children, supported in whole or in part by CDRP funds, must have a criminal history background check (CHBC). For purposes of this policy, “children” refers to persons under the age of 19 years old. The CHBC incorporates both an Internet Criminal History Access Tool (ICHAT) and Department of Human Services (DHS) Central Registry (CR) review. ICHAT and CR checks must be completed by June 1, 2010. At its discretion, a board of directors may extend a CHBC policy to all staff, mediators, and interns, regardless of whether they work on any activity involving children.
- 6.8.3 After June 1, 2010, all new staff, mediators, and interns working on any activity involving children, supported in whole or in part by CDRP funds, must have a CHBC completed prior to their working on the CDRP-funded activity involving children.
- 6.8.4 Criminal history background checks must be completed for each staff member, mediator, and intern, at a minimum, each three years.
- 6.8.5 Written documentation reflecting ICHAT and CR results for current staff, mediators, and interns must be maintained and be made available to SCAO for audit review.

Training

7.1 Statutory Requirements

"691.1559. Grant recipients; eligibility requirements

Sec. 9. To be eligible for funding, a grant recipient shall do all of the following:

* * *

(b) Provide neutral mediators who have received not less than 40 hours of training in conflict resolution techniques and principles of the legal system in a course of study approved by the State Court Administrator or a program of internship as may be required by the state court administrator."

7.2 General Considerations in Recruiting Volunteer Mediators

- Are the candidates available to mediate when the center most needs them, for example, during business hours for court-based referrals? Experience shows that most disputants prefer to have mediation scheduled during business hours, thus recruiting mediators who are only available weekends and evenings makes scheduling especially difficult.
- Do the candidates further any objectives the center has for serving the aging, youth, ethnic, disadvantaged, or other constituency of your community?
- How much time are the candidates willing to commit to the center? If the center is subsidizing the cost of a candidate's training, the center should consider having a candidate sign a written agreement that he/she will provide mediation service to the center in exchange for free training.
- What pre-training assignments might be required of candidates? Some centers have asked candidates to become familiar with the center's general functions and have required volunteerism in such areas as intake and phone answering prior to receiving mediator training.
- Will the center charge a fee for candidates to take training? Some centers have underwritten all or part of their training expense by asking candidates to pay tuition, while waiving it for those indicating hardship circumstances or indigency.

7.3 Selecting Mediator Trainers

- 7.3.1 If the center's intention is to have mediators qualified pursuant to MCR 2.411, the center must select a trainer that has been approved by SCAO to conduct MCR 2.411 training programs. SCAO will also approve trainers to present a 40-hour mediator training program for mediators of CDRP centers that is not intended to prepare mediators to mediate court-ordered cases, however the center should seriously assess the extent to which it will require MCR 2.411-trained mediators in working with courts in the future.

In identifying prospective 40-hour trainers for the presentation of training programs designed to prepare mediators to manage non-court ordered cases, SCAO has identified a number of factors that centers are strongly urged to consider in selecting trainers. The following questions are offered to serve as a springboard for selecting a mediator trainer most appropriate to the centers needs and are not meant to be exhaustive.

- Are the proposed trainer's qualifications relevant to the center's intended training program?
- Is the trainer working in the area of community dispute resolution?
- What past training sessions has the trainer conducted?
- Will the lead trainer be present at all training sessions?
- If assistant trainers are used, what are their credentials?
- Will the trainer tailor the course to your particular center?
- Does the trainer have a "hands on" approach to training, i.e., closely supervising the role plays, offering specific comments and suggestions?
- Does the trainer have experience in adult education or other teaching background?
- How does the trainer maintain and enhance her or his own community dispute resolution mediation skills?

Many of the above questions should also be asked of assistant trainers. Centers are also encouraged to contact trainers' references and other center directors to discuss training experiences with a prospective trainer.

- 7.3.2 At a minimum, prospective mediator trainers should provide centers with the following components of a training package:

- A detailed training curriculum and schedule (including reference to books, articles, videos, films, exercises, role plays, and any other material)
- A copy of the training material, handouts, role plays, and blank training evaluation form

- Name of lead trainer, that person's qualifications, together with the names and qualifications of assistant trainers
- The experience trainers have had with community dispute resolution mediation
- The name, address, and telephone number of each member of the training team
- Résumé, including mediation experience, training experience, and other pertinent experience
- The role each person will play in training, i.e., leader, assistant, role play monitor, etc.
- Description of which parts of the training program the trainer is to present

7.4 Mediator Training

The following govern the training of volunteer mediators working in CDRP-funded dispute resolution centers. [For centers providing mediation services under Michigan Court Rule 2.411, mediators must fully meet training and experience requirements of the court rule and SCAO's "Mediation Training Standards & Procedures."]

- 7.4.1 Duration of training. Mediator training must be a minimum of 40 hours in length, of which at least 10 hours is dedicated to actively supervised role plays. Internship must be a minimum of 10 hours in length and include supervised mediation or co-mediation. Approved mediators must participate in continuing education programs provided by CDRP centers. Prospective mediators who are not able to complete the entire 40-hour training in one training session should not be permitted to attend the training.
- 7.4.2 Training curriculum. Centers may use a training curriculum approved for MCR 2.411 court rule mediation training purposes. If the training is not intended to be approved under MCR 2.411, the mediator training curriculum established in the Instructor's Manual for "Conducting the Mediator Skill-Building Training Program" is strongly recommended, but not required. Alternative training curricula may be considered for approval.
- 7.4.3 Training format. The training should include a variety of instructional methods, including lecture discussion, reading materials, demonstration, exercise role-play, and evaluation/debriefing. Every prospective mediator must take part in at least one complete role-play as a mediator under the observation of a trainer, where each trainer observes no more than two groups simultaneously.
- 7.4.4 Training manual. Each training participant must receive the CDRP Mediation Training Manual, to which center-specific materials can be added at the discretion of the trainer and center director. These materials may include additional role-play exercises, local intake procedures, checklists, sample court forms, or other materials which reflect and expand the content of the classroom training.

- 7.4.5 Evaluation. All training participants must complete a training evaluation form. The evaluations should be available to SCAO on request.
- 7.4.6 Internship. A prospective mediator must complete a 10-hour supervised internship. The prospective mediator's completion of 40 hours of approved training and 10 hours of internship does not prohibit a program director from determining that a prospective mediator is not qualified to serve as a mediator.
- 7.4.7 Certification. A center may offer a "certification" upon completion of training indicating that mediators have completed a mediator training course. Certification is site specific as offered by an individual center, but may be recognized by other community dispute resolution centers at the discretion of the centers' boards of directors and/or program directors. There is no statewide CDRP mediator certification.
- 7.4.8 Term of service. Prospective mediators receiving training supported by CDRP funds must sign an agreement with the dispute resolution center indicating the number of hours or mediations which the prospective mediator pledges to the center in exchange for the training.
- 7.4.9 Verification of mediator training and experience. Centers must maintain verification that all mediators meet CDRP or MCR 2.411 training guidelines.

7.5 Training Requirements/Waiver

Center directors may waive any or all mediator training requirements for volunteers who have recently met similar requirements to those outlined here and who have demonstrated their ability to serve as a mediator. At a minimum, it is highly recommended that center directors and/or trainers observe the prospective mediator in either a role-play or co-mediation prior to authorizing the mediator to mediate alone.

This section is primarily intended to address the situation where a volunteer with mediation experience moves into Michigan from another state and would like to waive training requirements. The decision to waive training requirements is at the discretion of the program director.

7.6 Qualified Trainers/Assistant Trainers

- 7.6.1 Mediator training must be conducted by an experienced mediator trainer with the following qualifications:
- Qualify as a mediator (completed 40 hours of instruction and 10 hours of internship)
 - Has at least 50 hours of direct mediation experience
 - Has experience or education as a mediation trainer, or as a trainer of other related human relations skills

7.6.2 If the mediator trainer uses assistants in the training program, the assistants must:

- Be qualified mediators (completed 40 hours of instruction and 10 hours of internship)
- Have at least 30 hours of direct mediation experience
- Have experience or education as a mediation trainer or as a trainer of other related human relations skills

7.6.3 SCAO mediator trainer qualification is not portable beyond being offered through a CDRP funded center. That is, the qualification exists only as training is offered through a CDRP funded center. No advertisement may be made of a SCAO "qualification" to the general public except to the extent that the advertisement is for mediator training at a CDRP-funded center for participation in the center's community dispute resolution program.

7.7 Community Mediation Trainer Approval Process

Individuals or organizations seeking approval of training programs for persons to serve as community mediators must submit the following documents to SCAO for review and approval:

- 7.7.1 A résumé for each of the proposed lead trainer(s), co-trainers, coaches and subject matter specialists who will conduct the program, and a description of those portions of the program for which each person has primary responsibility.
- 7.7.2 The proposed program agenda, with targeted dates and times that identify when the primary segments of the program shall be conducted. The application must provide a detailed outline of the proposed training sequence and time allocation for each sequence, including the number of training hours allocated to role-plays.
- 7.7.3 A copy of all course materials that will be distributed to participants, including role-plays, other hand-outs, and the manual (if different than that provided by SCAO).
- 7.7.4 A copy of the evaluation the trainer will use to assess each trainee's performance.
- 7.7.5 Approval by SCAO for a proposed program and set of trainers shall be valid for a two year period. Thereafter, reapproval may be requested by submitting current copies of items listed in Sections 7.2, 7.3, and 7.4 together with a brief description of any proposed substantive changes to the originally approved program.
- 7.7.6 Application for approval of a training program may be made to:
 Office of Dispute Resolution
 State Court Administrative Office
 P. O. Box 30048
 Lansing, Michigan 48909
- 7.7.7 Persons approved by SCAO to conduct the MCR 2.411 Mediation Training Program are qualified to conduct CDRP 40-hour mediation training programs without making further application to SCAO under Section 7.7.

7.8 Budgeting for Volunteer Mediator Training

7.8.1 Mediator training expense should appear in a center's budget.

7.9 Caseload/Internship Training Considerations

7.9.1 To avoid over-training, centers should only train additional volunteer mediators when caseloads cannot be handled by currently trained mediators. All pending internships should be completed, and the unavailability of qualified mediators should be clearly determined prior to training additional mediators.

Funding Procedures

8.1 Grant Application Outline

- 8.1.1 A "grant recipient" means "a nonprofit or governmental organization that receives funds to operate a center pursuant to this act." MCL 691.1552(e)
- 8.1.2 Funds are awarded to applicants based on a pro-rata share of funds generated within the county(ies) which the applicant proposes to serve.
- 8.1.3 Applicants in counties which do not have CDRP funds that have been distributed to programs in prior years may apply for accumulated CDRP funds derived from the applicant county and counties in which the applicant proposes to serve.
- 8.1.4 Applicants serving localities with a projected revenue of \$25,000 or less are strongly encouraged to consider a multi-county application for CDRP funds.
- 8.1.5 First time applicants in counties/service areas currently served by CDRP-funded centers should discuss existing services with the executive director or president of the board of directors of the currently funded center prior to submitting a Pre-Application. The discussion should encompass: (1) the need for and/or timeliness of creating a new service provider; (2) the development of a comprehensive service plan if two or more programs propose to serve the area, or a plan for the withdrawal of the currently funded center from the service area if appropriate; (3) avoiding duplication of services; (4) the amount of CDRP funds available for the service area.

If after meeting the new applicant and the currently funded center do not reach agreement as to any or all of the above four items, the areas of agreement and disagreement should be noted in the new applicant's Pre-Application.

If the currently funded center agrees that a need for a new service provider exists and that its withdrawal from the service area is appropriate and timely, a letter of proposed withdrawal from the service area by the currently funded center should be included in the new applicant's Pre-Application.

If both the new applicant and currently funded center determine that it is in the best interests of the service area's constituents that two or more centers provide dispute resolution services and receive CDRP funding, a letter outlining a joint service agreement, signed by each president of the board of directors, must be included in the

Pre-Application and must: (1) specify the need for multiple CDRP-funded centers in the service area; (2) specify a comprehensive service plan for the service area which details the scope and level of services centers will separately and collectively offer with CDRP funds; (3) assert that duplication of services will be avoided; (4) assert that centers will use collaborative dispute resolution techniques to resolve any differences which arise in determining the nature, scope, level, and budgeting for the CDRP portion of the services and; (5) submit a proposed award amount for each center based on the funds available and the scope and level of services to be provided. The joint service agreement will be subject to approval by SCAO.

- 8.1.6 Prospective applicants in counties which have CDRP-funded programs that have notified SCAO in writing of its interest will be notified of the due date for submission of the formal Grant Application. Upon notice of invitation to submit the formal Grant Application, the process should not take longer than 12 weeks.
- 8.1.7 SCAO will send written notice concerning the State Court Administrator's decision to approve or deny the application and any key issues and questions that arose during the review process. A decision by the State Court Administrator to deny an application may not be appealed, but does not prohibit resubmission of an application in a subsequent year.
- 8.1.8 Signed CDRP contracts are due back at SCAO offices approximately one month after the prospective grantee's receipt of a Grant Contract provided by SCAO.

8.2 Grant Application Time

- 8.2.1 If there are no CDRP-funded dispute resolution programs currently serving the target county(ies) of the applicant, a CDRP Pre-Application may be submitted at any time. Applicants in counties that do not have CDRP-funded services do not have a specific due date for submission of the formal Grant Application, however upon notice of invitation to submit the formal Grant Application; the process should not take longer than 12 weeks.
- 8.2.2 If CDRP currently funds one or more dispute resolution programs that serve the applicant's target county(ies), the new applicant must submit a Pre-Application by August 15 for the next funding year.
- 8.2.3 Programs seeking renewed CDRP funding are provided with renewal application materials in the fourth quarter of the year preceding the funding year.

8.3 Budget

Sample budget calculations appear at Section 10.9

8.4 General Funding Criteria

8.4.1 Applicants must meet the following criteria:

- (a) be a non profit or governmental organization;
- (b) have a mediation process which is voluntary and outside of the judicial process;
- (c) provide for confidentiality of the work product and case files of mediators and the center;
- (d) comply with the Community Dispute Resolution Act and the requirements of the State Court Administrator;
- (e) provide neutral mediators with approved training;
- (f) provide services without cost for indigents;
- (g) reject disputes involving alleged violent felonies or drug related felonies;
- (h) refer participants to other agencies or organizations where appropriate;
- (i) submit an application pursuant to SCAO instructions and guidelines;
- (j) allow SCAO to inspect, examine, and audit fiscal affairs;
- (k) report quarterly and annually to SCAO; and
- (l) provide for community participation and respond to local community needs.

8.4.2 Applications for providing services to less than an entire county will not be accepted unless strong evidence is provided showing that a substantial need for service delivered to a limited area is warranted.

8.4.3 Applications for dispute resolution programs offering other than dispute resolution services for a wide range of dispute types will not be accepted.

8.4.4 To the extent permitted by statute, allocation of CDRP funds will be on the basis of performance measures that correspond to statutory program mandates. The CDRP Performance Standards & Minimum Operating Standards outlining the performance measures and their measurement appears as Appendix D.

Funding of centers not reaching benchmark expectations, where technical assistance has been provided, will be discontinued.

8.5 Formal Grant Application Requirements

8.5.1 Included in application materials for first time applications are requirements to:

- (a) provide a budget for the community dispute resolution center;
- (b) provide a description for the geographic area to be served and an estimate of the number of clients to be served;

- (c) provide a description of current dispute resolution services, if any, available within the geographic area;
- (d) provide a narrative of the applicant's program and the applicant's administrative capacity;
- (e) provide signed letters of support from such groups as civic organizations, social service agencies, local courts, and criminal justice agencies which will both accept and make referrals;
- (f) provide a description of the fee structure, if any, that will be applied to participants seeking dispute resolution;
- (g) provide at least 35% of the grant amount requested in in-kind and dollar match;
- (h) provide a policy to assure confidentiality of the work product and case files of the mediators and center; and provide copies of policies/guidelines for indigency, employee travel and fringe benefits;
- (i) for first time applicants, provide a brief description of the accounting system employed including parties involved in the accounting process; and
- (j) meet all other requirements as specified by the State Court Administrative Office in the application material.

8.5.2 New programs which do not meet certain criteria or requirements may still apply for funding, but must provide a detailed plan with projected time frames, indicating how and when the criteria or requirements will be met, or provide an explanation of why certain criteria or requirements are not applicable to the applicant's particular program.

8.6 Renewing Multiple Applicants within a County/Service Area; Mediation

8.6.1 Upon initial award of CDRP funds to two or more dispute resolution centers in one county/service area (see Sec. 8.1.5, for example), and upon invitation by SCAO to submit grant renewal materials for an additional funding period, continued CDRP funding will be made available to both/all centers within a county/service area only upon the submission of a joint service agreement signed by the Presidents of the board of directors of both/all centers. The joint service agreement will be subject to approval by SCAO.

Centers governed by this provision are free to create any workable communication process which results in a mutually submitted joint service agreement. While the agreement may incorporate as many additional elements as boards of directors may elect to include, at a minimum, the agreement must specifically detail:

- (a) the scope and level of services centers will separately and collectively offer within the service area with CDRP funds; and

- (b) budgets for the centers which reflect providing the enumerated services and activities, the CDRP portion of which does not exceed the available funds for the county/service area for the funding period.

The agreements must also contain language assuring that:

- (c) all CDRP-funded centers within a county/service area will use collaborative dispute resolution techniques to resolve any differences which arise in determining the nature, scope, level of services to be provided with CDRP funds, in apportioning CDRP funds, and providing the enumerated services; and
- (d) duplication of services will not take place.

8.6.2 In the event centers within one county/service area are unable to agree on a workable collaborative process for developing a joint service agreement, upon notice of the centers' inability to reach agreement, SCAO will assist the centers in locating a mediator agreeable to all parties to assist in: (1) designing a workable collaborative process or, (2) negotiating the various service and budget elements (a-d) above.

8.6.3 SCAO will not consider proposals submitted without a joint service agreement, nor will budgets be considered which collectively exceed the funds available for the service area.

8.7 Calculation of "Funds Available" and "Operating Expense"

8.7.1 Funds Available

"Funds available" is calculated based on amounts derived from the Civil Filing Fee Fund managed by the Department of Treasury at a percentage rate established in MCL 600.171. Monthly, courts or funding units aggregate their filing fees and forward them to the Department of Treasury. It often takes funding units or courts one to two months to forward these funds, thus funds derived from July filings may not actually be received by Treasury until September or later. Another month may lapse before SCAO receives the fund information from Treasury.

Because of this lag time and centers' requests to receive preliminary notice of projected funds up to three months before a new contract year, SCAO makes a projection based on (1) seven to nine months of receipts appearing on the transmittals and (2) projected expenses for the duration of the contract year. Annually, between October and December, SCAO publishes the "funds available" document (a) as early as a reasonable projection can be made, usually in October; and (b) after the time centers' contracts are prepared, incorporating 12 months of transmittal details. The prior year's transmittals are routinely audited to provide centers with the most accurate information in the final revision.

Owing to the higher margin of error possible in our early projection, SCAO intentionally estimates conservatively so that, for the majority of centers, a budget prepared in October need not be dramatically adjusted downward. Many centers' "funds available" are in fact adjusted upward once actual values become available from courts, as a result of SCAO's following up on audits of individual courts' filings, and as the lag time disappears (the new fiscal year begins October 1, thus by mid-December the vast majority of transmittals have been received and accounted for).

If a center makes an independent calculation, the center should keep in mind the lag time between filing and fee transmittals to Treasury, and forwarding to SCAO (often two to three months). While a center could very roughly approximate the dollars generated for CDRP activity in its county by obtaining an aggregate number from courts and county clerks, the center should factor in the lag time, and such factors as fee waivers and partial fees granted at the discretion of the trial courts. SCAO has annual reports available for all state trial courts which show total court filings. These are available on the SCAO website.

8.7.2 Operating Expense

To calculate the CDRP fund expense, the individual program expenses are added together to compute the program's total expenses. From the program's total expenses SCAO subtracts the grant funds distributed, the interest collected on CDRP funds and any disallowed expenses from prior year center contracts. The remainder is the fund expense which is prorated against the state-wide filing fees.

As mentioned above, with additional data (such as audits of the court filing fees, notices from the Department of Treasury, and SCAO's assessing recent expenses against grants received by SCAO), adjustments are made to the funds available worksheet.

Statistical Reporting

9.1 Introduction

The Community Dispute Resolution Program Act states as follows:

Sec. 12. "Each grant recipient shall annually provide to the State Court Administrator statistical data on its operating budget, the number of referrals, categories or types of cases referred, number of parties serviced, number of disputes resolved, nature of resolution, amount and type of awards, rate of compliance, returnees to the center, duration and estimated costs of hearing, and such other information the State Court Administrator may require. The State Court Administrator shall report annually to the governor and legislature regarding the operation and success of the centers funded pursuant to this act."

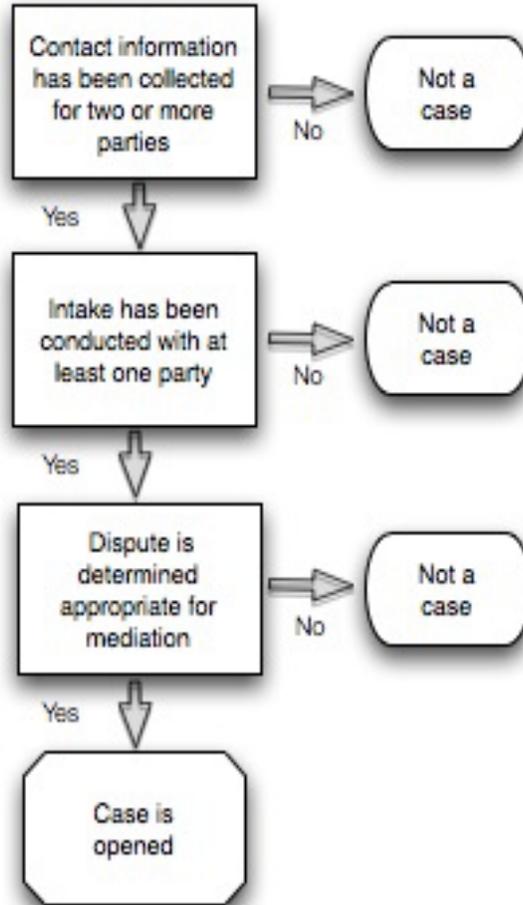
The statistical reporting section has been compiled not only to comply with the statute, but to provide meaningful data to assist both the dispute resolution centers and SCAO in analyzing program development and trends.

Statistical software (MADTrac© – Michigan) is available at no charge to CDRP grant recipients. Its use for data collection and reporting is mandatory for CDRP centers. Please refer to Section 9.2, Case Management Software, for more information.

For information on when to file the statistical reports, please see Section 11.

9.2 Case Definition

Defining a Case



9.3 Case Management Software

MADTrac®, a case management software application, has been developed for the CDRP centers to use in the collection, analysis, and reporting of case statistical data. Please refer to your center’s MADTrac® manual for complete instructions and reference tools. The instructions below detail the steps taken in completing the quarterly reports that are e-mailed to SCAO. If additional information is needed please refer to *The Michigan Reports* section of the *Michigan State* supplemental to the *MADTrac® User’s Guide* manual.

9.3.1 Preparing Quarterly Reports for SCAO

1. Open MADTrac© and Login. From the *Main Switchboard*, select *Reports*. From the *Report Request* window, select *Case*.
2. From the *Report* drop down menu (top left corner) first select *CDRP-Quarterly* report. From the *Report Format* drop down menu, select *Totals Only*. In the *Limit to Cases Open Between* fields enter the beginning and ending dates of the quarter that is being reported (i.e., for FY 2010 First Quarter, enter 1/1/10 to 3/31/10). Click the *OK* button to run the report.
3. Once the preview report window opens, check to see that the information appears correct. Close the preview window.
4. Back at the *Case Report* window, repeat Steps 2 and 3 for the report *Courts-CDRP Quarterly*.
5. Back at the *Case Report* window, repeat steps 2 and 3 for the report *CDRP-Weighted Caseload Summary*.
6. Back at the *Case Report* window, repeat steps 2 and 3 for the report *CDRP-Weighted Case Type by Disposition*.
7. For an Access and Visitation center, repeat Steps 2 and 3 for the report *CDRP-A/V Case Detail Report* and *CDRP-A/V Quarterly*. **One copy of the CDRP-A/V Case Detail Report must be printed and included with the Access and Visitation Payment document.**
8. Once all of the reports have been run and the *Case Report* window is visible, go to the bottom of the window and click the *Export MI State Reports*. If any message boxes pop-up, read the information carefully and repeat any of the above steps, if necessary, to reconcile the data.
9. A *Save Report Info* window will pop up with a pre-generated file name for your center and the quarter that is being reported. For example, if your center has the primary county of Wayne and FY 2010 First Quarter is being reported, then the file name should appear as, “wayne-Q1-2010.” If this is not the case, check your data and rename the file name accordingly. Click *OK*.
10. One final window will pop up providing the location of the exported data packet with the file name designated in Step 9. Click *OK*.
11. Exit MADTrac© and open your e-mail client application. Create a new e-mail message addressed to the designated SCAO staff and attach the document that was saved to your computer’s hard drive in Steps 9 and 10. Double-check that the file extension of the data packet appears as *.123, otherwise the SCAO e-mail server will remove the attachment.

12. If your center discovers it must rerun a report because additional data was added, then all reports must be rerun, then follow steps 8, 9, and 10 to resave the file. The new quarterly data bundle should be e-mailed to SCAO.

9.4 Statistical Guidelines: MADTrac© – Individual Case Profile

The following represents statistical information and definitions for use in reporting case activity. The information and definitions correlate to line items on the Individual Case Profile form (CDRP03) and MADTrac©.

For purposes of the Community Dispute Resolution Program, a *case* is created only after: contact information has been collected for all parties; intake has been performed with at least one party; and, the initiator's dispute has been determined to be appropriate for a dispute resolution process. If party information has been entered into MADTrac© but it has been subsequently determined that it did not meet the definition of a case, the information should be **removed** from MADTrac©.

CDRP assigned case number

Enter parties' name, address, multiple phone numbers, e-mail address, and demographic information (e.g., marital status, custodial status, income, racial/ethnic background, and number of children, as required for the Access and Visitation (A&V) report.) Multiple parties may be entered.

Agency Number: *Numeric* character field to identify a court case number or a police complaint number, also used primarily in Access and Visitation cases. (20 characters)

If court referral is marked, for each party in a case, pick a list for court case relationship. Relationship: Plaintiff, Defendant, Complainant, Respondent, Custodial Parent, Non-custodial Parent, Plaintiff Attorney, Defendant Attorney, Complainant Attorney, Respondent Attorney, Guardian, Guardian ad litem (GAL), Prosecutor, Petitioner, Conservator, Trustee, Victim, Perpetrator, additional relationships can be added by the centers.

Court Case Type: *Alphabetic/Numeric* field (2 characters); centers may assign selections. Selections should follow court case type codes used by trial courts, such as DM – Divorce, Minor Children, SC-Small Claims.

If court referral is marked, a pick list created by centers lists judges names (centers assign selection approximately 12 alpha characters.)

If court referral is marked *Voluntary/Ordered* includes a pick list to answer how the case was referred to the center: *Ordered* (case has paper order from court), *Voluntary* (suggestion from court short of paper order), *Pre-filing Referrals by Court* (clerk sent plaintiff to center prior to filing court case), or *Unknown*.

Are you working with an FOC funded by Access and Visitation?: Yes or No
(This question is only asked when completing the quarterly Access & Visitation report with the software.)

Increased Noncustodial Parenting Time: Did the mediated agreement result in an increase in parenting time for the non-custodial parent? Yes or No
For reporting purposes, if the mediation resulted in the noncustodial parent (NCP) being able to spend any additional time with the child(ren) than they had experienced prior to the mediation, that would be marked as an increase. A change in the original Order or Parenting Plan is not required for an increase in time. Ostensibly all A/V cases resulting in an agreement will derive the NCP having more time.

Access and Visitation Referral Source: This is determined by the response given as referral source. Appropriate referrals are Self, Court, IV-D, Domestic Violence Agency, Child Protection Agency, or Other

Access and Visitation Client Information: Pull down list as required by A/V. This is the status of adult to the child (e.g., Father as CP (custodial parent), Legal Guardian, etc.).

Did the mediation result in the development of a parenting plan? Yes or No

Program Code: The following program codes are recommended by SCAO for inclusion in the MADTrac© software. ACVS-Access and Visitation, AGM-Agricultural Mediation, GC-General Civil, PEER-Peer Mediation, PI-Personal Injury, PPMP-Permanency Planning Mediation Program, SBF-State Bar Foundation Domestic, SC-Small Claims, SEM-Special Education Mediation, TRU-Truancy Mediation.

Case Disposition Totals:

Conciliated: A process by which a conflict is resolved without formal mediation. This may include telephone resolution, informal office resolution, or any non-mediated contact which concludes an agreement which is either written or verbal. On *CDRP03QT* total number is reported.

Mediated to agreement: A face-to-face meeting which resolves one or more issues in a dispute and results in an agreement. This will also prompt the user to enter the number of sessions, dates, and length of time per session. On *CDRP03QT* total number of mediations listed, subset is the number of sessions, and average duration of sessions.

Mediated with partial agreement: A mediation that resolves some of the issues and produces an agreement. On *CDRP03QT* total number of mediations listed, subset is the number of sessions, and average duration of sessions.

Mediated without agreement: A mediation that does not resolve the issues or produce an agreement. On *CDRP03QT* total number of mediations listed, subset is the number of sessions, and average duration of sessions.

Facilitated: Assisting a group of people to work together to make decisions. On *CDRP03QT* total number of facilitations listed; subset is number of sessions.

Arbitrated: A written decision provided by an arbitrator or arbitration panel based on information received during the dispute resolution process. On *CDRP03QT* total number of arbitrations listed; subset is number of sessions.

Duration of mediation: The total actual number of minutes for the mediation. For *CDRP03QT* this would be the sum of the sessions for each mediation divided by the number of mediations.

Amount of fee received: Record the amount of fee received for performance of conciliation, mediation, facilitation, or arbitration services for this case.

Amount of money due to resolution: This category represents the amount of money (rounded to the nearest dollar) that one party agrees to pay the other pursuant to a conciliation or mediation agreement, or is awarded by an arbitrator in an arbitration decision. On *CDRP03QT* total number is reported.

Number of cases in which monetary settlement was reached: Mark "X" on *CDRP03*. On *CDRP03QT* report number of conciliated, mediated, or arbitrated cases in which a monetary settlement was reached.

Nature of agreement/resolution: Briefly describe the nature of the agreement between the parties. (50 characters for centers to briefly note agreement).

If No Resolution Attempted:

Settled prior to mediation: A case that has been dismissed because the case was settled prior to the mediation being conducted but after it had been scheduled.

Case Withdrawn: A case that has been withdrawn by the initiator or referral source after the center has begun intake. If the case is withdrawn because the matter was settled without the intervention of the center after it had been scheduled for mediation but prior to a scheduled mediation, the disposition should be "**case settled prior to mediation.**"

Respondent refuses to mediate: A case in which the respondent refuses to mediate. On *CDRP03QT* total number is reported.

Initiator failed to show: A case where the initiator does not attend the scheduled mediation and no rescheduling arrangements are made. On *CDRP03QT* total number is reported.

Respondent failed to show: A case where the respondent does not attend the scheduled mediation and no rescheduling arrangements are made. On *CDRP03QT* total number is reported.

Both failed to show: A case where both the initiator and respondent do not attend the scheduled mediation and no rescheduling arrangements are made. On *CDRP03QT* total number is reported.

Unable to contact: A case in which the center has attempted unsuccessfully three or more times to contact a party over a period of three different days. On *CDRP03QT* total number is reported.

Unamenable for mediation: A case that is not appropriate for any dispute resolution process based on information discovered *subsequent* to the screening process. Examples include: parties are incompetent to negotiate due to exhibiting behavior that interferes with the mediation process or substance abuse; real issues in the case involve violent felony or drug-related felony criminal prosecution. On *CDRP03QT* total number is reported.

Additional Case Information Totals:

Returnee: This category is appropriate when a previously conciliated, mediated, facilitated, or arbitrated case is re-opened or if a new case is opened in which one of the parties has used the center before. On *CDRP03QT* total number is reported.

Parties Served: Number of individuals actively participating in the dispute resolution process. This would be the number of individuals physically present or represented by phone or teleconference at a conciliation, mediation, facilitation or arbitration. This could include attorneys and other support individuals. If multiple sessions are reported, only count each person's participation once. On *CDRP03QT* total number is reported.

Children: Number of children at issue in the dispute resolution process. This would be reported for cases such as PPMP, Access and Visitation, etc. If multiple sessions are reported, only count each child once. On *CDRP03QT* total number is reported.

Days Open: Actual number of calendar days the case required for processing from intake to disposition. This would not include counting only the number of business days. If a case is disposed on the same day intake occurs, the number of days from intake to disposition would be "1." On *CDRP03QT* an average number is reported.

Referred To: A case in which a referral was made to another service provider. Examples include referrals to budget counseling, support groups, etc. On *CDRP03QT* total number is reported.

Compliance Rate: To provide centers with a statistically reliable method for collecting the agreement follow-up information, MADTrac identifies **30 random cases in which an agreement was reached**. Centers will then contact the participants of the selected cases to determine whether or not the agreement was upheld by the parties.

Agreement status is noted as:

Upheld - The terms of the mediation agreement were completely upheld. Examples: debt was completely paid, parties completed tasks agreed upon in mediation, etc.

Partial upheld - The terms of the mediation agreement were partially upheld. (Centers may want to consider asking the parties if they would like to try to remediate the case.) Examples: debt was partially paid off, some of the tasks agreed on in mediation were completed, but others were not.

Upheld/not complete - At the current point in time, the terms of the mediation agreement have been upheld but the agreement has not reached maturity. Example: debt will be paid off over six month period but only three months have passed since mediation.

Not upheld - None of the terms of the mediation agreement were met by the agreement termination date. (Centers may want to consider asking the parties if they would like to try to remediate the case.)

No response - Each case may have only one referral source and one dispute type. Please choose the category that most accurately describes the case. For reporting purposes this should be reported at the time of disposition of the case and not at the time of intake. Pick lists will be available for each referral source so centers may create a list of agencies that make referrals.

Referral Source

- BUS Business/Corporation
- CSR Community, Social, or Religious Organization: appropriate referrals are churches, Rotary or Lions Clubs, private social service organization
- CTS Courts: judge, clerk, probation, friend of court (center pick list with courts listed, e.g., C12 F (12th Circuit FOC))
- FFC Friend, Family, and Colleague: party learned of center by friend, or colleague

- GOV Government Unit: referral by federal, state, local, or municipal unit of government or one of its agencies
- LEG Legal Organizations: legal aid, bar association, private attorney, or lawyer referral
- MAR Marketing, Advertising, and Outreach: public service announcements, brochures, advertisements, or presentation provided by center representative
- POL Police, Sheriff, and State Police
- PRS Prosecutor
- SCH Educational Institution
- SEL Self Referral
- OTH Other

Dispute Type

This dispute type list is not intended to be exhaustive of all potential cases a center may receive. Questions about specific cases may be directed to SCAO.

- CDP Child Protection: child protection proceeding; Permanency Planning Mediation, child welfare issues.
- CML Criminal: most misdemeanors, including trespass, simple assault, property destruction, embezzlement, fraud, shoplifting, etc.
- CON Breach of Contract: general disputes over money owed, including consumer/merchant and professional/client relationships, but excluding landlord/tenant matters.
- DIV Divorce without children: whether pre-filing or post-filing, leading to a judgment of divorce. This code should be used only in cases involving mediation of all issues leading to the judgment of divorce.
- DIK Divorce with children: whether pre-filing or post-filing, leading to a judgment of divorce. This code should be used only in cases involving mediation of all issues leading to the judgment of divorce.
- EMP Employment: civil rights employment issues, employment-related sexual harassment, accommodation, and postal REDRESS cases.
- GDA Guardianship Adult: adult guardianship or adult caregiver issues.
- GDC Guardianship Children: children guardianship issues, adoption and grandparent/grandchild access issues.
- LAN Landlord/Tenant: disputes between landlords and tenants.
- NGH Neighborhood: disputes involving neighbors, including noise, use of joint (shared) property, and neighbor relationships.

- ODM Domestic Matters Prejudgment: single or limited issue aspects of a domestic relations case that occur prejudgment, involving custody, parenting time, child support and property settlements, assistance with paternity, or parent/child disputes.
- OPM Other Probate Matters: wills, trusts, conservatorships, or other probate matters.
- PBP Public Policy: disputes involving governmental units or public entities, e.g., zoning, land use.
- PJC Postjudgment Domestic: single or limited issue aspects of a domestic relations case that occur postjudgment, involving custody, parenting time, child support, property settlements, assistance with paternity, or parent/child disputes, alimony, or debt issues/allocation.
- PPO Personal Protection Order: disputes where no domestic relationship exists between the parties, e.g., neighbors, work place.
- PPP Personal Protection Order Domestic: disputes where a domestic relationship exists between the parties, e.g. family, boyfriend/girlfriend relationships.
- PRP Property Disputes: involving personal property or intangible assets, e.g. automobile ownership or rights to ownership.
- RST Real Estate Disputes: involving the purchase or sale of a home or property.
- SCH Disputes Relating to School: disputes involving code of conduct violations, truancy issues, peer mediation services, or qualification for or provision of special education services.
- VRA Adult Victim Offender: issues related to diversion or probation of adult offenders in a court case where mediation includes one or more victims of a crime.
- VRJ Juvenile Victim Offender: issues related to diversion or probation of juvenile offenders in a court case where mediation includes one or more victims of a crime.
- OTH Other: this category should only be used when no other category is appropriate. If personal injury cases are being reported, this code should be used with the program code PI.

Program Codes

The program codes that follow are codes that are recommended by SCAO for inclusion in the MADTrac© software. Some program codes may be applicable for multiple dispute types.

- ACVS Access and Visitation: this program code should be used for cases performed as part of the access and visitation contract. The dispute type this would most likely be used with would be ODM or PJC.
- GC General Civil: this program code should be used for general civil cases or case evaluation cases. The dispute type this would most likely be used with would be CON, LAN, or RST.
- PEER Peer Mediation: this program code should be used for peer mediation cases your center performs to resolve disputes between children in the school. The dispute type this would most likely be used with would be SCH.
- PI Personal Injury: this program code should be used for personal injury cases (e.g., injuries resulting from the use of a motor vehicle, medical malpractice involving health care providers, no-fault automobile insurance.) The dispute type this would most likely be used with would be OTH.
- PPC Permanency Planning Conferences: cases involving child placement by child placement agencies or DHS. The dispute type this would most likely be used with is CDP.
- PPMP Permanency Planning Mediation: this program code should be used for child protection cases. The dispute type this would most likely be used with would be CDP.
- SBF State Bar Foundation Domestic: this program code should be used for domestic cases in which mediators were trained under the State Bar Foundation grant program. The dispute type this would most likely be used with would be DIV, DIK, ODM, or PJC.
- SC Small Claims: this program code should be used for small claims cases from district court. The dispute type this would most likely be used with would be CON or LAN.
- SEM Special Education Mediation: this program code should be used for special education mediation cases. The dispute type this would most likely be used with would be SCH.
- TRU Truancy Mediation: this program code should be used for child truancy matters. The dispute type this would most likely be used with would be SCH.

9.5 Reporting Cases Involving Mediation Services to Minors

Recognizing the importance of providing dispute resolution services to minors, and that the dispute resolution process may involve disputants who are themselves minors, the following policy describes considerations that should be applied in determining whether to report a case for CDRP purposes.

There are three factors in considering acceptance of cases in which mediators have not completed either a community mediation training program or the MCR 2.411 training program.

Factor 1: The training provided to the dispute resolution mediators must follow a nationally recognized standard.

Persons providing victim/offender, student peer, or various restorative justice mediation services to juveniles may serve as volunteers of CDRP centers if they have not completed 40-hour training program if the training program for that dispute resolution program follows a nationally recognized standard.

Factor 2: Case management must reflect a direct role of the CDRP center in performing the standard services of intake, scheduling, mediator assignment, mediation debrief, and follow up services.

Please refer to the CDRP Policies & Procedures Manual Section 9 for more information on case management and data collection and reporting.

Factor 3: The mediator's affiliation with the Community Dispute Resolution Program center should be formalized.

Mediators are considered to be volunteers of the center and as such, assume both the responsibilities and receive the benefits of volunteer service, e.g., receive liability protections of the center and the CDRP Act in providing service. (The mediators will be kept on a specialized mediation roster but not be used for all types of cases.) Examples:

A. A center provides a 16-hour nationally recognized training program for a student peer mediation program to middle school students, faculty, and adult program managers. After approving the mediators and providing technical assistance to the school in setting up the service, the center receives a quarterly report from the school that includes the number of cases mediated. The center also provides quarterly continuing education sessions and technical assistance. While the center meets the training requirement, there is no active case management. This case would not be counted for CDRP purposes.

B. A center provides an 18-hour restorative justice program for juveniles in accordance with a nationally recognized model. Teen mediators are under the direct supervision of center staff who participates in each mediation. Prior to the mediation, a center staff or volunteer conducts an intake, arranges for students, parents, teachers, and interested others to attend. Center staff is present at each mediation and debriefs the process with the students, and staff thereafter follows up with required filings of documents, enters the case details into MADTrac®, and reports to administrators. This case can be counted for CDRP purposes

9.6 Frequently Asked Case Management Questions

- **What if a mediation is conducted and does not resolve all the issues originally brought to the center by the parties and requires the parties to return for a second (or more) sessions? Can I count it as two cases?** No, this case would remain open and the case would be continued. An agreement to attend additional mediation sessions for the same issues would not result in closing the case as mediated with agreement and opening a new case for the second session. The case would finally be closed if all issues brought to the center were mediated to agreement (regardless of the number of sessions) or as mediated without agreement if the parties will not attend another session or did not resolve the issues (regardless of the number of sessions).
- **What if a mediation is conducted with multiple parties? Can I count as separate cases the initiator with each individual respondent?** No, this would be one case with multiple parties. If the issues originally brought to the center by the parties are the same or involve the same event and involve the same parties in one mediation (with or without multiple sessions) this would be counted as one case.
- **In an effort to efficiently manage cases and attempt to improve our case processing time can we use administrative closures?** Yes, your center may choose to administratively close a case due to lack of participation or progress on the part of the parties. However, the center should have a written center policy that is consistently followed. An example of a center policy might be to administratively close a case if a party has ignored repeated calls or failed to provide information and the last activity of any kind on the case was 30 days before. While we understand the centers' interest in processing cases efficiently, we want to point out that administratively closing an active case could result in a decrease in the core case conversion ratio and an increase in the number of "If No Mediation Held" types of cases.
- **What information should be kept in a case file?** This topic has been discussed at numerous center director meetings and intake worker meetings. The general consensus was that any of the following documents would be appropriately kept in a case file: CDRP03, consent to mediate form, mediation and confirmation notices, copy of the mediated or conciliated agreement, case notes or contact log, small claim filing-affidavit and claim or register of action, court forms such as dismissal, adjournment and postponement, mediation evaluation form and post agreement follow up information. For SCAO purposes, minimally the file should contain documents that support the services provided by the center.

For example: A case mediated without agreement would have a copy of the CDRP03, a copy of the court order (if appropriate), party consent to mediate forms and confirmation letter of mediation date and time. There would also be some confirmation of the mediator's attendance-either a note from mediator letting the center know how long the mediation took place or mediator's timesheet (however if it is the volunteer time sheet, it doesn't need to be included in the case file).

A case mediated with agreement would have the CDRP03, a copy of the court order (if appropriate), consent to mediate forms, confirmation letter of mediation date and time, a copy of the agreement signed by the parties and post agreement follow up.

A conciliation would have the CDRP03, a copy of the court order (if appropriate), copies of correspondence with the parties (or if nothing has been written, at a minimum, a case note log that demonstrates contact with the parties) and a copy of the agreement signed by the parties, or a brief synopsis of the agreement.

If the center operates a voluntary mediation program at the court, the same materials noted above should be found in the case file. Educating the parties on mediation and ADR would not constitute a case. The parties should be attempting a mediation.

- **What if my mediator drives an hour to get to a mediation, waits 30 minutes and one of the parties doesn't show up. Can I record the match?** Yes, you may use this as volunteer match because your mediator intended to provide services for your center and fulfilled their duties to the extent possible. This time however should not be reported on the CDRP03 form as "Duration of Mediation/Arbitration".
- **When should we open a closed case? Our center had a party that refused to mediate three months ago and last week they called to schedule a mediation regarding the same issues.** If a case has been correctly closed because of a written administrative closure policy, a party's refusal to mediate, a mediation of all original issues brought to the center, a lack of contact or dismal by initiator, then it could be appropriate to open a new case if a party requests your center's services at a later date. Please keep in mind that as described in the question regarding administrative closure, opening a new case instead of reactivating the original case could result in a decrease in the core case conversion ratio and an increase in the number of "If No Mediation Held" cases. If your center has a particular question regarding a specific case, please feel free to contact Michelle Hilliker.
- **What if we provide mediation services for two parties and they call two weeks later requesting another mediation about a new issue they would like to resolve?** This would be treated as a new case if it was a new issue brought to center by the parties. If it was an issue that had originally been brought to the center and just not resolved in the first mediation, it would be a continuation of the original mediation and counted as a second mediation session.
- **Another center borrowed one of my center's mediators, can I count the case?** No, loaning a mediator to another center does not constitute a case for the center where the mediator typically volunteers. Generally the credit for a mediation is given to the center that conducts the intake, schedules the mediation, and manages the case. Your center may count the volunteer mediator's time as volunteer in-kind match. Please let the other center know so they will not also report the volunteer's time as match.

Fiscal Management

10.1 Dictionary of Budget Terminology

10.1.1 Personnel

Salaries - gross (before federal, state, local taxes) amounts paid to employees for work performed who are considered to be in positions of a permanent nature. These amounts can be paid on an hourly or salary basis.

Benefits - amounts paid by the center on behalf of employees for fringe benefits. These amounts are not included in gross salary but are over and above and are generally not paid directly to employees. Examples: health insurance, dental insurance, life insurance, employer paid FICA and Medicare, worker compensation, unemployment insurance, disability insurance, and retirement plans.

10.1.2 Accounting

Fees paid for contractual services by persons or organizations that perform the activities of designing and maintaining financial, staff, program or property records. Included would be the tasks of summarizing, analyzing, verifying, controlling, and certifying expenditures and receipts. Costs incurred for the performance of financial audits and agreed upon procedures would also be appropriate.

10.1.3 Training

Mediator - expenses incurred while providing volunteer mediator training. Examples: trainer fees and expenses, textbooks and manuals, periodicals, refreshments, and location rental.

Technical Assistance - training provided to staff or board members that is recommended by SCAO. Also eligible are training events sponsored by the Accounting Aid Society and the Michigan Nonprofit Forum provided the maximum cost does not exceed \$500 per year per center. Any other staff or board trainings must be pre-approved by SCAO.

10.1.4 Contractual

Amounts paid for services rendered by persons who are not on payroll. This category is also appropriate for the services of an interpreter to make accommodations under the American Disabilities Act. The center board is responsible for determining if the relationship is that of a contractual nature or employee per IRS regulations.

10.1.5 Travel

Travel expenses incurred as a result of the regular duties of staff and mediators may be identified here. CDRP grant funds may be used to reimburse a maximum mileage rate approved by the Michigan Supreme Court. The most recently approved rates can be found on the CDRP Admin website.

Although this category is appropriate for the cost of travel to conferences including meals, parking fees, bridge tolls and lodging, CDRP funds may not be used for such expenses. The only exceptions to this are: (1) if they are incurred by a traveler while attending an SCAO sponsored training; or (2) if it is in conjunction with a volunteer mediator traveling more than one hour to conduct a mediation during what would normally be considered the breakfast, lunch, or dinner hours. Maximum rates may not exceed the following amounts and reimbursement should be supported with receipts. Breakfast \$7.25, Lunch, \$7.25, Dinner \$16.50. Alcoholic beverages may not be reimbursed. Reimbursements using CDRP grant funds may not exceed the approved SCAO rates. Any reimbursements over these amounts, or meetings and conferences not sponsored by SCAO must be paid by other sources and used as match.

10.1.6 Equipment - the lease or purchase of equipment.

Examples:

- Office** Adding machine, phone, copy machine, computer, software, equipment maintenance contracts
- Furniture** Desk, chair, file cabinet, table, display easel

10.1.7 Operating Expenses

Occupancy - including:

- Rent** Expenditures for office space or mediation facilities.
- Maintenance** Expenditures for repairs and maintenance services that are not provided directly by personnel or landlord.
- Utilities** Expenditures for services usually provided by public utilities such as water, sewage, electricity, gas and garbage.

- Supplies** Expenditures for all supplies that are necessary for the operation of the center. Examples: pens, paper, printer paper, and disks.
- Telephone and Internet** Expenditures for telephone service including both local and long distance charges and internet service provider fees. CDRP funds may not be used to pay the cost of 800 numbers provided by individual centers. This line item is also appropriate for website hosting fees.
- Postage** Examples: bulk mailings, postage stamps, and express mail.
- Printing** Expenditures for job printing, brochures, newsletters, and binding.
- Insurance**
 - Liability
Insurance that protects the center in the event of property loss or damages.
 - Board or Mediator
Insurance that protects mediators from suits filed by disputing parties.
- Advertising** Expenditures incurred while advertising a CDRP center. Examples: paid radio or television spots, advertising space purchased in phone books, magazines and newspapers.

10.1.8 Other

Expenses that are not related to any of the previously mentioned categories. These must be itemized and described separately.

10.1.9 Funding Sources

- CDRP Funds** Financial support received from SCAO.
- Agency Funds** Financial support contributed to the center by itself or an umbrella organization. Examples of agency funds are: service contracts, e.g. Access and Visitation, civil rights; money centers raise by fund raising or providing training; interest; and financial support given by umbrella organizations to the center.
- Other Grants** Financial support received by other granting organizations. Examples: foundations, corporations, and units of government. This is also appropriate for documenting expenses incurred while administering sub-grants such as agricultural mediation, or permanency planning mediation

In-kind Support that is given in which no cash transaction is realized. Examples of in-kind support are: volunteer time, donated office space, and donated furniture.

10.1.10 Use of Receipts

Money received for providing dispute resolution services, mediator training, and dispute resolution workshops conducted by Grantees shall offset any such expenses.

Example: a mediator training session is conducted at a cost of \$1,700 and fees received are \$1,800.

<u>Correct</u>		<u>Incorrect</u>		<u>Incorrect</u>	
Revenue	\$1,800	Revenue	\$1,800	Revenue	\$1,800
SCAO Grant	\$0	SCAO Grant	\$1,700	SCAO Grant	\$1,000
Center Exp	\$1,700	Center Exp	\$0	Center Exp	\$700
Center Gain	\$100	Center Gain	1,800	Center Gain	1,100

10.2 Accounting Requirements

Each biennial contract awarded to a center creates a separate legal entity and funds for this entity should not be commingled with funds of any other entity. Regardless of when an award is granted, the Community Dispute Resolution Program calendar year is January 1 to December 31.

Although SCAO recognizes there are several types of bookkeeping systems implemented by its contractors and encourages projects to adopt systems most appropriate to their individual needs, certain requirements are mandatory. These requirements are in accordance with sound accounting principles.

Center Grantees must:

- 10.2.1 Maintain records for each grant in a manner consistent with generally accepted accounting principles. The only exception allowed by SCAO is that a center may choose to use either a cash based accounting system or an accrual based system.
- 10.2.2 Use revenue generated from mediation fees, training, and interest (including that generated from CDRP grant funds) only for program purposes.
- 10.2.3 Maintain a schedule of all funds received under this contract, including a description of the source, date funds are received and amounts (Cash Receipts Journal).
- 10.2.4 Ensure that all disbursements are made by check, and that a schedule is maintained of all funds disbursed under this contract, including payee and amount (Cash Disbursements Journal). Any payments made after the termination date of the

contract must be for expenditures incurred and encumbered during the contract period. Any cost incurred before the starting date of the contract will not be reimbursed unless specifically allowed by SCAO in writing.

- 10.2.5 Maintain accurate and complete original documentation to support revenues and expenses. (For example: bank deposit slips, invoices, time sheets, employee reimbursement vouchers, etc.) In-kind donations are considered expenses in view of this requirement, and must be supported by time documentation and statements of value of donation by donor.
- 10.2.6 Maintain accurate and complete time records for all employees under this contract, including the program director and agency match employees. "Shared employees" that provide services for both the mediation program and umbrella organization whose salary is prorated between the two, must keep time documentation that also lists the services provided to the mediation program. At a minimum, this documentation should indicate the date, the actual time spent, and the specific services provided.
- 10.2.7 Submit to SCAO an accurate, complete inventory of equipment purchased with CDRP grant funds. This should be completed on the CDRP16.
- 10.2.8 Not exceed any budget category by more than three thousand dollars (\$3,000) without submitting a budget amendment and receiving written approval by SCAO prior to the commitment of funds. For purposes of this Community Dispute Resolution Program, the budget categories may only be exceeded if the items being charged have been described in the budget narrative.
- 10.2.9 Submit biannual financial and quarterly statistical reports by the twentieth day of the month following the quarter's end in order to have funds released. Failure to submit these documents by this date will result in notice of "intent to cancel contract" being sent to the grant recipient's board of directors.
- 10.2.10 Biennially undergo an agreed upon procedures financial review at the direction of SCAO. If this engagement is not provided by SCAO, CDRP grant funds may be used to pay for the review. If this requirement is waived, the center will be notified by SCAO. An annual financial audit of the organization is also strongly recommended.
- 10.2.11 Retain all financial records, receipts, and vouchers at least seven years after SCAO audits are complete and the contract is closed by SCAO.
- 10.2.12 Ensure that the program director has direct knowledge and involvement of the fiscal management of the program. Also, it is strongly recommended that centers contract with an accountant or accounting firm for assistance in maintaining financial records and creating balance sheets, general ledgers, and income statements.
- 10.2.13 Periodically review their internal control policy.

10.2.14 Employ a centralized fund accounting system. Employees should not be allowed to keep their own “program” books. Before invoices are paid and transactions are posted, invoices should be processed following a specified approval process that includes the authorizing official’s signature.

10.3 Recommended Financial Management Procedures

These recommendations are made in an effort to avoid some of the problems that have been detected at CDRP funded centers.

10.3.1 Eliminate petty cash accounts and do not establish or use corporate charge cards. If your board has chosen to use these as a method of payment, its use should be limited (likely only the program director). An itemized receipt should be received from the employee immediately after use and the monthly statements should be reviewed by the center director and board treasurer.

10.3.2 Check books, savings accounts, cash, checks, and signature stamps should be kept in locked drawer with the key accessible to only authorized individuals.

10.3.3 Do not authorize invoices or payroll checks for payment without proper documentation and approval.

10.3.4 The accountant or board treasurer should review copies of cancelled checks when the bank reconciliation is performed to check for forgery and to insure all necessary signatures have been secured. Endorsement of checks should also be reviewed.

10.3.5 The center’s general ledger should be monitored at least monthly and the approved budget should be compared to actual expenses incurred at the center. Anything unusual from what would normally be anticipated should be investigated and explained.

10.3.6 Before a case fee or training fee refund is issued, the person authorized to make such refunds (generally the board treasurer or center director) should verify that the fee was received by the individual making the request. The individual seeking the request should submit a signed refund request in writing to the center director.

10.4 Summary of Non-Reimbursable CDRP Grant Expenses

Category	Expenditures
Personnel	<ol style="list-style-type: none"> 1. Wages for time in excess of 40 hours per week. 2. Wages for current members of board of directors or officers. 3. Wages for relatives of current officers, directors, or staff without prior written permission from SCAO. 4. Wages paid to staff prior to the work being performed, otherwise known as pay advances. 5. Loans to staff or board members.

6. In-kind for board members' or committee members' attendance at monthly board meetings or committee meetings.
 7. In-kind for volunteer mediators' time attending the basic 40 hour training.
 8. Bonus payments.
 9. Honorarium to board members or staff.
 10. Severance pay.
 11. Administrative leave.
- Training/Contractual
1. Professional development and conference fees for staff. The only exceptions are those items listed in Section 10.1.3 in the CDRP Policies and Procedures Manual.
 2. Fees for fund raising services.
- Travel
1. Conference or workshop expenses for paid staff.
 2. Any travel expense with the exception of those described in Section 10.1.5 unless approved in writing by SCAO.
 3. Any travel expense that exceeds SCAO guidelines.
 4. Out of state travel.
- Other
1. Professional or association dues, memberships, contributions or donations, fines and penalties, and security deposits.
 2. Self insurance pools.
 3. Parking fees for employees at their place of employment.
 4. CDRP funds may not be used for meals eaten at board meetings or conferences.
 5. Alcoholic beverages.
 6. Attorney fees related to defending actions brought against a grantee, its volunteers, and/or its board members.
 7. Costs incurred before the award date of the grant.
 8. Moving expenses.
 9. Petty cash.
 10. Indirect cost charges or flat administrative fees.

10.5 Grant In-kind Match Allowances

Donated goods are allowable as in-kind match at the fair market value of the item taking into consideration the depreciation and age of the item. Fair market value can be determined by: obtaining a signed statement from the donor; obtaining an appraisal of the item donated; or, conducting a market survey (which should consist of at least three survey sources).

Donated services are allowable as in-kind match at the fair market value of the service provided, given the individuals do not receive compensation by the organization for their efforts and the tasks they are providing directly benefit the program. Time sheets must be maintained for each volunteer and must be signed by the volunteer and the volunteer's supervisor or the program director.

The rate used for in-kind purposes shall be valued at rates consistent with the rates normally paid for similar work in the recipient organization.

If the donated services provided by an individual are tasks normally accomplished in the individual's normal line of work, the services may be valued at the individual's regular rate of pay.

If there is no similar work in the recipient organization, the CDRP center may use the in-kind hourly rates listed below.

Volunteer Classifications

Clerical	Any support position such as a secretary, file clerk, or receptionist.
Mediator	Any position which performs mediations, facilitations or arbitrations. The original 40 hour training to become a volunteer mediator may not be counted when calculating the in-kind match.
Mediator Trainer	Any position which trains volunteer mediators.
Mediator Travel	If the mediator is traveling more than 15 minutes, mediator mileage should be calculated at the Specialist rate.
Specialist	Any position which provides case intake, case work, statistical compilation, or promotion/outreach.
Coordination	Any position which provides coordination or administrative services.

Volunteer Wage Rates

Clerical	\$11.00/hour	Specialist	\$13.00/hour
Mediator	\$150.00/hour	Coordination	\$18.00/hour
Mediator Trainer	\$150.00/hour		

Another CDRP center's staff time or use of its office space would not be appropriate as match if the staff person is being paid by their center or if the office space rental is paid with CDRP funds or used as match by that center.

10.6 Budget Modification

10.6.1 Applications for budget amendment may be made, however they must be made prior to commitment and expenditure of funds on form CDRP15. Applications for budget amendment may be made for requests to increase or decrease the level of funding or to change the allocation of a center's use of line item categories that exceed two thousand dollars of the most recently SCAO approved budget. Budget modifications must also be requested if the line item dollar value will remain the same but award funds will be spent on something other than that identified in the budget narrative.

Centers may make up to three applications for budget amendment within the contract period. One of these budget modification applications must be made prior to December 15 in the first contract year. This application must be submitted on Form CDRP14 which will be available November 2010. The other application(s) must be made prior to July 1st of the final contract year. There is one exception to this policy which is for centers requesting increases due to previously un-served counties being added to their service area. This budget modification should be made 30 days prior to the intended service date of the new counties.

10.6.2 Forms CDRP14 and CDRP15 must be submitted to SCAO with Budget Form CDRP01. When using these forms the applicant center must complete the budget narrative and itemization for each of the budget categories in which a change is requested. **The narrative should include any information that would be requested in the grant application for the line item to be changed.** Budget Form CDRP01 must be completed to incorporate the amendment request and any information that remains correct from the previously approved Budget Form CDRP01.

10.6.3 When requesting an increase to the CDRP award, the center may only apply for the amount shown currently available according to the CDRP funds available worksheet distributed by SCAO.

10.6.4 Expenses incurred in order to make ADA accommodations for mediation participants do not have to be requested through a budget modification prior to the expenditure, provided the expenditures will total less than \$1,000. The expenses should be classified under the appropriate line item (e.g., sign language interpreter charged to the consultant line item) and should be explained in the center's next budget modification when one is requested.

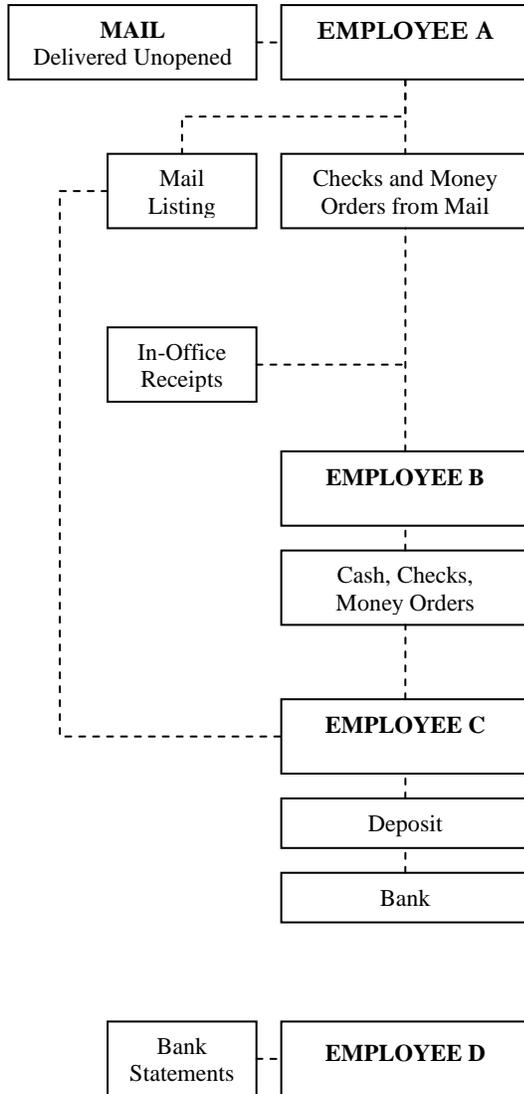
10.7 Unexpended Funds from a Previous Year

10.7.1 Upon receipt of the Community Dispute Resolution Program's agreed upon procedures engagement, financial audit, or final expenditure report, SCAO will mail a notice to centers advising them of any grant funds from the previous year that were unexpended and/or disallowed.

- 10.7.2 Based on the agreed upon procedures engagement, financial audit, or final expenditure report, any funds that were unspent from a previous contract year must be returned to SCAO. Upon receipt of the check, the under expended funds less any disallowed expenses will be credited back to the appropriate counties' funds available for use in the next contract period.
- 10.7.3 Based on the agreed upon procedures engagement, financial audit, or final expenditure report and the center's board of directors response (if applicable), any expenditures determined to be disallowed will be returned to the CDRP general fund and will not be credited back to the counties' available funds.

10.8 Recommended Internal Control System for Receipts

Michigan Supreme Court Internal Audit Section



Employee A:

1. Should not have access to the accounting records.
2. Prepare listing of checks and money orders showing payer name, amount, and check/money order number.
3. Listing should be signed and dated by the mail opener.
4. All checks and money orders should be endorsed for deposit when the mail is opened.

In-office receipts consist of cash, checks, and money orders.

Employee B:

1. Enters on the accounting records all checks and money orders received in the mail and in-office receipts.
2. Pre-numbered receipts should be used for in-office receipts with payments made in cash clearly identified.
3. Verifies the total amount received to the accounting records with the batch totals and the cash, checks, and money orders to be deposited.
4. Should provide a signature verifying that the above was performed.

Employee C:

1. Should not be involved in mail opening and receipt process.
2. Reconciles entries on the accounting records with checks, money orders, and cash to be deposited.
3. Verifies that checks and money orders on the mail listing were entered on the accounting records.
4. Verifies sequential order for in-office pre-numbered receipts and agreement of cash receipts to actual cash to be deposited.
5. Should provide a signature verifying that the above was performed.
6. Prepares deposit slip with an audit trail reflecting checks, money orders, and cash deposited.
7. Transmits deposit to the bank or releases to security carrier.

Employee D:

1. Should not be involved with mail opening, receipting, preparing deposits, or issuing and signing checks.
2. Bank statements should be received unopened.
3. Reconciles bank statements and determines that deposits were credited on the date the deposits were transmitted to the bank.
4. Completed bank reconciliations should be reviewed by the employee's supervisor.

Other Internal Control Recommendations

1. Position descriptions should clearly define duties for employees who are involved in the receipt and disbursement process.
2. Employees should be periodically rotated between positions.
3. Employees in positions of trust should be required to take annual vacations during which their duties are performed by other personnel.
4. Management should conduct periodic reviews to ensure that all internal control procedures are being followed.
5. Special attention should be given to complaints from citizens or defendants about payments not being properly credited.
6. Access to the accounting system should be restricted as to the functions that office staff are able to perform.
7. Employees who can access the accounting system should have an identifiable access code.
8. Employees who handle money should be bonded.
9. If the office is open during lunch hours, there should not be instances where only one employee is working and access is available to both un-deposited cash and the accounting records.
10. A signoff sheet should be utilized to reflect that verifications from the mail opening to the deposit function have been made.
11. A record of the disposition of the checks and money orders received in error should be maintained.
12. "Cash" received in the mail should be clearly identified at the time the mail is opened and verified by another employee.
13. In-office receipts should be received in one central location.
14. Do not allow probation offices to collect any payments.
15. Pre-numbered receipts should be issued for all in-office receipts.
16. The numeric sequence of pre-numbered receipts should be accounted for on a daily basis.
17. Photocopies of receipts should not be accepted as sufficient documentation supporting a payment received.

18. A record of pre-numbered receipt books in stock and used should be maintained.
19. Employees should not be allowed to cash payroll or personal checks.
20. Payers should not be allowed to write checks in excess of the required amount resulting in a cash refund.
21. Cash on hand should be kept in cash drawers which should be locked during the day.
22. Cash drawers and un-deposited receipts should be kept in a safe or vault at night.
23. Any material shortage or overage should be fully investigated and documented.
24. Do not maintain an "over/short" fund to balance receipts.
25. The case number and/or receipt number should be recorded on all checks and money orders.
26. Daily reconciliations should include verification of "cash" receipts per accounting records to actual "cash" to be deposited.
27. A separate deposit slip should be prepared for all re-deposited items.
28. Checks, money orders, and cash received for unknown cases or cases not established on the accounting system should not be held rather than deposited into the bank account. All revenue received by the agency should be deposited into the bank account.
29. Deposits should be made on the day of receipt or no later than the close of business the following day.
30. Security carriers of deposits should be required to log the date, time, and amount of deposit being transmitted to the bank and also should obtain a deposit receipt from the bank that is to be returned to the agency and verified as being deposited on the same day that the deposit was taken to the bank.
31. The bank reconciliation should be performed within 5 working days following receipt of the bank statement.
32. The bank reconciliation should include a comparison of dates and amounts of daily deposits with the accounting records.
33. The bank reconciliation should include an examination of the cancelled checks for authorized signatures, irregular endorsements, and alterations.
34. Check signers should be independent of the voucher preparation, payment approval, check preparation, and cash receiving process.

35. Two signatures should be required on disbursement checks.
36. Blank checks should be stored in a secure area and should not contain authorized signatures.
37. Undeliverable checks should be re-deposited into the bank account rather than held.
38. Case file receipts should be accounted for monthly and reconciled at least annually.
39. A log of case files received should be maintained.
40. A procedure should be in existence for the review of direct credit entries made to case file accounts (no actual payment received.)
41. The responsibility of petty cash funds should be assigned to one custodian.
42. The custodian of the petty cash fund should not approve petty cash expenditures.
43. Formal vouchers should be used in support of petty cash disbursements.
44. Petty cash vouchers should be executed in ink or otherwise in such a manner as to make alterations difficult.
45. The petty cash fund should be periodically reviewed by someone other than the custodian.
46. Limit and restrict the use and amount of all petty cash funds, including cash transactions.

10.9 Sample Calculations

Salaries

Administration

Director: J. Smith

Full-time employee working 2080 hours per year. Based on time documentation created last year, this position spent eight hours a week, or 20 percent of her time, on the mediation program.

Direct Services

Mediation Coordinator: S. Franklin

Full-time employee working 2080 hours per year. This individual will be devoting 100 percent of his time to the mediation program.

Intake Worker/Secretary: C. Jones

Full-time employee working 2080 hours per year. This individual will be devoting 100 percent of her time to the mediation program.

Example

Position	Name	% of Time	Annual Wage	-----Allocation-----		
				CDRP Funds	Agency	Other
Director	J. Smith	20	28,631.93	0.00	5,726.39	0.00
Mediation Coordinator	S. Franklin	100	27,000.00	27,000.00	0.00	0.00
Intake Worker/Secretary	C. Jones	100	22,693.68	22,693.68	0.00	0.00
			Total	\$49,693.68	\$5,726.39	\$0.00

Fringe Benefits

Our organization offers health insurance, dental insurance, and life insurance to all full-time staff members.

Cost of Benefits:

- Health insurance: \$155/month single, \$210/month family
- Life insurance: \$5/month
- Dental insurance: \$4/month
- FICA: 7.65% of salary
- Worker compensation: 3% of salary
- Unemployment insurance: 1% of salary

If calculations are displayed as follows, a list itemizing the cost of benefits (as shown on the previous page) is not necessary:

Example

Position	Benefit	Formula	Total	-----Allocation-----		
				CDRP Funds	Agency	Other
Director	FICA	$7.65\% * 5,726.39 =$	438.07	0.00	5,726.39	0.00
	Worker Comp.	$3.0\% * 5,726.39 =$	171.79	0.00	171.79	0.00
	Unemployment	$1.0\% * 5,726.39 =$	57.26	0.00	57.26	0.00
	Health insurance	$\$210 * 12 * 0.2 =$	504.00	0.00	504.00	0.00
	Dental insurance	$\$5 * 12 * 0.2 =$	12.00	0.00	12.00	0.00
	Life insurance	$\$4 * 12 * 0.2 =$	9.60	0.00	9.60	0.00
	Total			\$1,192.72	0.00	\$1,192.72
Coordinator	FICA	$7.65\% * 27,000 =$	2,065.50	2,065.50	0.00	0.00
	Worker Comp.	$3.0\% * 27,000 =$	810.00	810.00	0.00	0.00
	Unemployment	$1.0\% * 27,000 =$	270.00	270.00	0.00	0.00
	Health insurance	$\$210 * 12 * 0.2 =$	2,520.00	2,520.00	0.00	0.00
	Dental insurance	$\$5 * 12 * 0.2 =$	60.00	60.00	0.00	0.00
	Life insurance	$\$4 * 12 * 0.2 =$	48.00	48.00	0.00	0.00
	Total			5,773.50	5,773.50	0.00
Intake Worker/ Secretary	FICA	$7.65\% * 22,693.68 =$	1,736.07	1,736.07	0.00	0.00
	Worker Comp.	$3.0\% * 22,693.68 =$	680.81	680.81	0.00	0.00
	Unemployment	$1.0\% * 22,693.68 =$	226.94	226.94	0.00	0.00
	Health insurance	$\$210 * 12 * 0.2 =$	2,520.00	2,520.00	0.00	0.00
	Dental insurance	$\$5 * 12 * 0.2 =$	60.00	60.00	0.00	0.00
	Life insurance	$\$4 * 12 * 0.2 =$	48.00	48.00	0.00	0.00
	Total			5,271.82	5,271.82	0.00

Travel

Our organization provides mileage reimbursement to its employees, volunteer mediators, and other volunteers that provide presentation and outreach. Mileage is reimbursed at a rate of \$0.50/mile. Volunteer mediators or SCAO training participants may be reimbursed a maximum of \$7.25 for lunch (with receipt attachment) if they were expected to travel more than one hour each way and their travel begins before 11:00 a.m. and return is 2:00 p.m. or later. Volunteer mediators may be reimbursed a maximum of \$16.50 for dinner (with receipt attachment) if they were expected to travel more than 1 hour each way and their travel begins before 6:00 p.m. and return is 8:00 p.m. or later. Staff may attend trainings; associated mileage and meals will be paid for by agency funds.

Example

Position	Expense	Quantity	Total	Allocation		
				CDRP Funds	Agency	Other
Mediator/Volunteer	Mileage	2,100	651.00	651.00	0.00	0.00
Staff	Mileage	3,000	930.00	500.00	0.00	430.00
Mediator/Volunteer	Meals	N/A	307.50	307.50	0.00	0.00
SCAO-sponsored Training	Mileage	N/A	200.00	200.00	0.00	0.00
SCAO-sponsored Training	Meals	N/A	72.00	72.00	0.00	0.00
Bridge Toll	Toll	N/A	30.00	30.00	0.00	0.00
Staff Development	Meals/Mileage	N/A	400.00	0.00	400.00	0.00
Total			\$2,590.50	\$1,760.50	\$400.00	\$430.00

Occupancy

We share office space with umbrella organization XYZ, therefore our proration of this expense is calculated by dividing the salary cost of the employees devoted to the mediation program by the organization's total salary cost.

$$(5,726.39 + 27,000 + 22,693.68) / 350,000 = 15.83\%$$

Monthly rental of building is \$425

$$\$425 * 12 * 15.83\% = \$807.33$$

100 percent of this cost will be charged to our CDRP grant.

OR

We share office space with umbrella organization XYZ, therefore our proration of this expense is calculated by dividing the number of square feet occupied by the employees devoted to the mediation program by the total number of square feet the entire organization occupies.

$$900 / 1400 \text{ square feet} = 64.28\%$$

Monthly rental of building is \$2,200

$$\$2,200 * 64.28\% = \$1,414.16$$

Advertising

Our organization plans to advertise its services in the local bar newsletter, in each counties' newspaper every Sunday and in the phone directories that serve our multi-county area.

FISCAL MANAGEMENT

Example

Publication	Budget	Annual Wage	-----Allocation-----		
			CDRP Funds	Agency	Other
Local Bar Newsletter	4 Quarterly Ads	500.00	200.00	0.00	300.00
County Newspaper	52 @ 135/week	7,020.00	6,000.00	0.00	1,020.00
Phone Directory	6 Directories	750.00	0.00	750.00	0.00
Total		\$8,270.00	\$6,200.00	\$750.00	\$1,320.00

Reporting Timetable and Forms

11.1 Reporting

Centers must submit reports to SCAO; reports must be received by the dates listed in Section 11.2 to avoid penalties and to ensure timely release of payments.

- 11.1.1 Actual receipt of the original documents at SCAO is required. E-mailed copies are encouraged and postmarks will not be accepted as receipt dates. If a due date falls on a day in which SCAO is closed, the report will be considered on time if the report is received by SCAO on the next business day SCAO is open.
- 11.1.2 Penalties will be assessed for late reports. Failure to submit any required reports by the required submission dates will result in assessment of a penalty. Upon the first missed date, a warning letter will be sent to the Grantee. For each subsequent date missed, a penalty of 5 percent of the contract dollar amount will be deducted from the next occurring quarterly payment. The 5 percent penalty will revert to the CDRP Fund and will not be available for application by the Grantee in a future contract period. Repeated instances of failure to submit these reports by the required date will result in notice of "intent to cancel contract" being sent to the board of directors of the center.
- 11.1.3 **All reports due on the same date should be submitted at the same time.**

11.2 Reporting Time Table

If the due date of a report falls on a day in which SCAO is closed, the report will be considered on time if the report is received by SCAO on the next business day SCAO is open.

Form Name	Form Title	MADTrac or Application	MADTrac Report Name	Quarter 1 Due 4/20	Quarter 2 Due 7/20	Quarter 3 Due 10/6	Quarter 4 Due 1/20	Final Report Due 2/28
				January 1-March 31	April 1-June 30	July 1-September 30	October 1-December 31	January 1-December 31
CDRP01	Budget Form CDRP01	EXCEL		As Needed				
CDRP03QT	CDRP03QT	MADTrac	CDRP-Cases Quarterly	All	All	All	All	
	CDRP-Courts	MADTrac	CDRP-Courts Quarterly	All	All	All	All	
	Dispute Type Disposition	MADTrac	CDRP-Weighted Case Type by Disposition Summary	All	All	All	All	
	Weighted Caseload Dispute Type/Program Code	MADTrac	CDRP-Weighted Caseload Summary	All	All	All	All	
CDRP03AV	CDRP- Access & Visitation-ACC	MADTrac	CDRP-A/V Quarterly	A/V Funded	A/V Funded	A/V Funded	A/V Funded	
	Access & Visitation Case Detail	MADTrac	CDRP-A/V Case Detail	A/V Funded	A/V Funded	A/V Funded	A/V Funded	
CDRP06	Program Activity Report	WORD			All (Q1&Q2)		All (Q3&Q4)	
	Case Compliance Summary	MADTrac	Compliance Sample					All
CDRP07	Annual Program Summary	WORD						All
	Closed Core Case Session Detail	MADTrac	Core Case Session Summary	Upon Request	Upon Request	Upon Request	Upon Request	Upon Request
	Open & Closed Court Case Summary	MADTrac	Court Case Summary	Upon Request	Upon Request	Upon Request	Upon Request	Upon Request
	Closed Case Follow Up Summary	MADTrac	Follow Up Summary	Upon Request	Upon Request	Upon Request	Upon Request	Upon Request
	Closed Case Review/Audit	MADTrac	Review/Audit	Upon Request	Upon Request	Upon Request	Upon Request	Upon Request
CDRP08	Financial Status Report	EXCEL			All (Q1&Q2)		All (Q1-Q4)	
CDRP08AV	Access & Visitation Payment Mediation Document	EXCEL		A/V Funded	A/V Funded	A/V Funded	A/V Funded	
CDRP10	Final Expenditure Report	EXCEL						See Below
CDRP10 p.3	Rpt of In-kind Match	EXCEL						All
CDRP10 p.4	Rpt of Revenue Sources	EXCEL						All
CDRP15	Application for Budget Modification	EXCEL			As Needed			
CDRP16	Annual Equipment Inventory	EXCEL						All

The reports generated using MADTrac are to be shipped as an electronic bundle by April 20, July 20, October 6 of the contract year and January 20 of the subsequent calendar year. All reports due on the same day should be submitted at the same time. The Agreed Upon Procedures Report (including the complete CDRP10) is due May 31 following the contract end date.

11.3 Index of Forms and Current Updates

The following is a list of report forms and current updates. All previously dated forms should be discarded.

<u>Form</u>	<u>Name</u>	<u>Update</u>
CDRP01	Budget Form CDRP01	01/10
CDRP03	Individual Case Profile CDRP03	01/10
CDRP06	Program Activity Report	01/10
CDRP07	Annual Program Summary	02/10
CDRP08 Sec 1	Financial Status Report - Page 1	01/10
CDRP08 Sec 2	Financial Status Report – Page 2-5	01/10
CDRP08AV	Access and Visitation Mediation Payment Document	01/10
CDRP10 FER P1-2	Financial Expenditure Report Page 1-2	01/10
CDRP10 FER P3	FER Page 3 - Report of Inkind Match	01/10
CDRP10 FER P4	FER Page 4 - Report of Revenue Resources	01/10
CDRP14	Biennial Budget Modification	TBA
CDRP15	Application for Budget Amendment	01/10
CDRP16	Annual Equipment Inventory	01/10
W-9	Request for Tax Payer Identification Number and Certification	11/05

For all CDRP Funded Centers:

As necessary, to register newly-funded centers, center staff and volunteer trainees, complete the following forms:

Form W-9: Request for Taxpayer Identification Number and Certification

This form should be submitted to Project MAIN at the following address:

Payee Registration
 State of Michigan
 Department of Management and Budget, Office of Financial Management
 P.O. Box 30182
 Lansing, Michigan 48909
 Fax number: (517) 373-6458
 Website: <http://www.cpexpress.state.mi.us>

For questions: 1-888-734-9749

11.4 Changes in Address, Nonprofit Status or Establishment of a Legal DBA

- 11.3.1 Centers are required to submit to SCAO in writing or via e-mail any change of address or contact information, including the center's name, federal identification number, address, or phone number. The effective date of the change and signature of center director or board president should be included in the writing.
- 11.3.2 A funded center must notify SCAO if it is notified of a change in its nonprofit status or if it receives approval to use a legal DBA. The center must submit a copy of the change notification or approval letter to SCAO within 30 days of receipt. A funded center must also notify the Department of Treasury's Disbursement Unit (Project Main) directly through its vendor registration website at <http://www.cpexpress.state.mi.us> as SCAO is no longer able to make changes to center information on Project Main.
- 11.3.3 To update your change of address, log on to <http://www.cpexpress.state.mi.us>, enter your password, and follow the directions.



APPENDIX A

MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
COMMUNITY DISPUTE RESOLUTION PROGRAM

GRANT CONTRACT

Center Name

Grantee

Federal ID Number

2010 Grant Amount

To Be Determined

2011 Grant Amount

For the purpose of providing community dispute resolution services as stated in 1988 PA 260 (amended by 1993 PA 286), and conditioned upon the Grantee complying with the policies and procedures stated in the "CDRP Policies & Procedures Manual" and this Grant Contract, the State Court Administrative Office grants money from the Community Dispute Resolution Program Fund to the Grantee. The Grant Contract becomes effective upon signature by the Grantee's Board President (if a Non-Profit organization) or a Government Official authorized to engage in contracts (if a government unit), and the State Court Administrator or his/her designee.

The State Court Administrative Office and the Grantee understand and agree that this Grant Contract is subject to and incorporates the following conditions:

1. Contract

This contract incorporates the Grantee's Approved Grant Application and Budget.

2. Definitions

A. The Grantee's Grant Application submitted to and approved by the State Court Administrative Office for 2010 funding, and documents submitted in addition to or in clarification of that document at the request of the State Court Administrative Office, shall be referred to as the "Grant Application."

B. The budget submitted with the Grantee's Grant Application and as required for the receipt of funding in 2011, as approved by the State Court Administrative Office, shall be referred to as the "Budget."

3. Contract Administration

The State Court Administrator or his/her agent shall have full authority to act for the Grantor in the Administration of this Contract, consistent with the following provisions.

4. Term of Contract

This Contract shall be effective January 1, 2010, when signed by the parties and approved by all necessary government agencies, and shall terminate on December 31, 2011, unless terminated earlier or extended pursuant to its terms. The Grantee understands that funding under this Contract does not give rise to a charge for Community Dispute Resolution Program funding in any later funding year

5. Scope of Services and Contract Funding

The Grantee agrees to provide community dispute resolution services pursuant to 1988 PA 260, as amended, according to policies and procedures published by the State Court Administrative Office as the "CDRP Policies & Procedures Manual." These services include outreach, case intake and development, conciliation, mediation by volunteer mediators, and follow-up. Mechanisms for supporting these services include volunteer recruiting, training, and evaluation, development of an active governance board, and ensuring fiscal integrity. These and other services are outlined in greater detail in the "CDRP Policies & Procedures Manual."

Upon approval of the Grantee's annual budget, the State Court Administrative Office agrees to provide funding for the counties the Grantee serves. In no event does this contract create a charge against any other funds of the State Court Administrative Office or the Michigan Supreme Court. The Grantee will be notified of its 2011 grant amount in November 2010.

6. Conduct of Project

A. The Grantee shall abide by all terms and conditions imposed and required by the Grant Application Guidelines and requirements detailed in the "CDRP Policies & Procedures Manual."

B. The Grantee shall operate its community dispute resolution center in accordance with the Community Dispute Resolution Program Act, 1988 Public Act 260, as amended.

C. The Grantee shall comply with all applicable Federal, State and local laws, rules, and regulations.

7. Cash and In-Kind Match

The Grantee shall annually make a cash or in-kind match from non-Community Dispute Resolution Program Fund sources in an amount equal to or more than thirty-five (35) percent of the total amount of the Community Dispute Resolution Program costs as specified in the Grantee's Budget.

8. Assignments and Subcontracts

The Grantee may not enter into sub-contract(s) for the performance of this Contract without receipt of written consent of the State Court Administrator or his/her designee. All appropriate provisions and requirements of this Contract shall apply to any sub-contracts or agreements. The Grantee is and shall be held responsible by the State Court Administrator for the performance of any sub-contractor.

9. Independent Contractor Status

A. Both parties to this Contract will be acting in an independent capacity and not as agents, employees, partners, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose.

B. The Grantee understands and agrees that all persons furnishing services pursuant to this Contract are, for purposes of Workers Compensation liability or other actions of employee-related liability, employees solely of the Grantee and not of the State Court Administrative Office or Supreme Court. The Grantee bears the sole responsibility and liability or furnishing Workers Compensation benefits to any person for injuries arising from or connected with services performed pursuant to this Contract.

10. Indemnification

The Grantee agrees to indemnify, defend and hold harmless the Michigan Supreme Court, the State Court Administrative Office, their agents, officers, and employees, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, arising from or connected with the Grantee's operations or services performed pursuant to this Contract.

11. Acquisition, Accounting, Recordkeeping and Inspection

A. The Grantee agrees that all expenditures from this Contract, including the acquisition of personnel services, contractual services, supplies, and equipment, shall be in accordance with (1) the standard procedures of the Grantee's unit of government or non-profit agency or organization and (2) the "CDRP Policies & Procedures Manual."

B. The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the Grant Application, Budget, and any applicable approved contract addendum and/or budget amendment. The Grantee agrees to maintain detailed employee and volunteer time documentation for individuals working on the dispute resolution program funded under this contract.

C. The Grantee agrees that the Supreme Court, State Court Administrative Office, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this Contract.

Such materials, including case files and quarterly reports, all pertinent cost reports, accounting and financial records, shall be kept and maintained by the Grantee for a period of seven (7) years after completion of this Contract, or until all State Court Administrative Office audits are complete for the fiscal period, whichever is later. Failure of the Grantee to comply with requirements of this section shall constitute a material breach of this Contract upon which the State Court Administrator may cancel, terminate, or suspend this Contract.

D. The Grantee's accounting system must maintain a separate fund or account which segregates CDRP contract receipts and expenditures.

12. Accountability for CDRP Funds

The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the "CDRP Policies & Procedure Manual" and specified in the Budget, and will expend grant funds only during the period covered by the Contract, unless prior written approval is received from the State Court Administrative Office. Fee receipts from providing dispute resolution services and mediator training conducted by the Grantee shall be applied to the dispute resolution program. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, as loans for program or non-program activities, as staff bonuses, or invested in agencies not insured by federal institutions.

13. Program Evaluation and ReviewThe Grantee shall allow appropriate Supreme Court and State Court Administrative Office representatives to evaluate, audit, inspect, and monitor its facilities and program operations. The inspection methods that may be used include: on-site visits; interview of the Grantee's staff and program participants, with or without the Grantee project directors or board members present; attendance at meetings of Board of Directors, Advisory Board and/or Advisory Committee; and review of case records, receipts, client/user complaints, monthly/quarterly statistical reports, and fiscal records.

14. Reports

A. The Grantee agrees to provide reports as listed in the "CDRP Policies & Procedures Manual" to the State Court Administrative Office.

B. Failure to submit all required reports by the required submission dates may result in assessment of a penalty. Upon the first missed due date, a warning letter will be sent to the Grantee. For each subsequent missed due date, a penalty of five (5) percent of the contract dollar amount will be deducted from the next occurring quarterly payment. The five (5) percent penalty will revert to the CDRP Fund and will not be available for application by the Grantee in a future contract period. Repeated instances of late reporting may also result in contract termination, according to Section 21, below.

15. Annual Release of Funds

The payment schedule will be as follows: thirty (30) percent of the total amount will be advanced at the start of the annual grant period; twenty-five (25) percent of the total will be

advanced at the beginning of the second quarter, contingent on timely receipt of required quarterly reports; twenty (20) percent of the total will be advanced at the beginning of the third quarter, contingent on timely receipt of required quarterly reports; twenty-five (25) percent of the total will be advanced at the beginning of the fourth quarter, contingent on timely receipt of required quarterly reports.

16. Audit and Return of Unexpended Funds

The Grantee agrees to provide an audit or agreed upon procedures review conducted by a licensed accountant or accounting firm that follows the standards provided by the State Court Administrative Office. The Grantee agrees to return to the State Court Administrative Office all funds resulting from a determination of unexpended funds or disallowed expenditures by the State Court Administrative Office.

17. Nepotism and Conflict of Interest

A. The Grantee shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Grantee. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "administrative capacity" means persons who have overall administrative responsibility for the program, including selection and hiring of staff, or supervisory responsibilities.

B. The Grantee agrees and will ensure that CDRP funds will not contribute to any portion of the salary of staff serving as a mediator, conciliator, arbitrator, or alternative dispute resolution trainer or consultant in a private capacity. For purposes of this program, it is a prohibited conflict of interest for staff members, whether full-time or part-time, of a CDRP-funded center to in any way receive personal remuneration for providing dispute resolution services, including training, mediation, conciliation, arbitration, or other facilitation, during their tenure of employment with a CDRP-funded center.

The Grantee agrees that any funds generated by the provision of dispute resolution services, in the name of a funded CDRP center or by its staff, will become CDRP center resources. Compensation for travel and expense reimbursement incurred in conjunction with such activities shall be paid directly to the center, and remitted to center participants in accordance with approved expense reimbursement procedures.

Staff members whose salaries are derived from CDRP funding may not also serve as mediators and/or alternative dispute resolution consultants in a private capacity.

The Grantee agrees that CDRP funds will not be used to pay staff mediators; mediators at CDRP-funded centers shall serve as volunteers and without remuneration.

Although staff may not serve as paid mediators, they may attend approved mediation training, complete internships, and occasionally mediate to maintain and develop skills or to substitute for a volunteer mediator unable to keep a scheduled mediation session.

18. Availability of Materials Developed under this Grant and Copyright

The Grantee agrees that all training manuals, video-tapes, films, computer software, and similar materials produced using funds provided by the State Court Administrative Office shall be made available to other community dispute resolution programs in Michigan upon request. The Grantee may charge other community dispute resolution programs the reasonable direct costs incurred to transport the training materials. No charges may be made for development or production of the training materials paid for with funds awarded by the State Court Administrative Office. Original material may be copyrighted but must be subject to the right of the State Court Administrative Office to reproduce it, publish it, and authorize others to do so.

19. Modification

Program Modification: This Contract fully expresses the agreement between the parties. No modification of the Grantee's Contract can be made without prior written approval of the State Court Administrative Office. The State Court Administrative Office reserves the right to unilaterally and without prior notice to the Grantee adjust the contract amount should funds currently available through the Community Dispute Resolution Program be reduced by the Michigan Supreme Court or Michigan State Legislature during the contract year. Budget Modification: Expenditures over approved amounts in line item categories within the Budget may be made up to \$3,000 without prior written approval of the State Court Administrative Office, provided the grant application narrative description details such expenses. Modifications of line item categories in excess of \$3,000 require prior written approval of the State Court Administrative Office. An Application for Budget Amendment must be made pursuant to guidelines in the "CDRP Policies & Procedures Manual" by the Grantee and approved by the State Court Administrative Office before a program expenditure modification can be made.

Grant Amount Modification: The SCAO reserves the right to unilaterally and without prior notice amend the grant amount should funding for the Community Dispute Resolution Program be reduced or eliminated by the Michigan Legislature or Michigan Supreme Court.

20. Disputes Involving Grantees and Disputes between Grantees

In keeping with the statutory mandate of the Community Dispute Resolution Program to provide mediation and other forms of dispute resolution as an alternative to the judicial process, the Grantee agrees to submit any dispute to which the Grantee is a party to mediation prior to seeking a judicial remedy. Selection of a mediator should be by mutual agreement of the parties, unless a request by all parties to the dispute is sent in writing to the State Court Administrative Office requesting the recommendation or appointment of a mediator.

Should a dispute arise between Grantees of the Community Dispute Resolution Program, which in the determination of the State Court Administrator or his/her designee in any way affects the provision of services contracted for, the State Court Administrator or his/her designee may direct the Grantees to engage in mediation of the dispute. Selection of a mediator should be by mutual agreement of the parties; however the State Court Administrative Office may recommend a mediator.

21. Funding Hold and Termination

The State Court Administrative Office may, at its election, place a funding hold on contracted amounts not yet disbursed, or terminate the contract, if the State Court Administrative Office concludes that the Grantee is not in compliance with the conditions and provisions of this Grant Contract, its Grant Application, or the "CDRP Policies & Procedures Manual." The State Court Administrative Office may extend an opportunity for the Grantee to demonstrate compliance. Notification of funding hold or termination will be in writing.

22. Notice

All notices under this Contract to the State Court Administrative Office shall be deemed given upon delivery, if delivered by hand against receipt, or five days after posting if sent by regular mail, to:

Community Dispute Resolution Program
State Court Administrative Office
P.O. Box 30048
Lansing, MI 48909

Authorized By:

Dawn Monk, Deputy State Court Administrator (Signature)

Date

Acceptance by the Grantee:

Board President/Authorizing Official (Signature)

Date

Please Type or Print Board President/Authorizing Official Name



APPENDIX B



Community Dispute Resolution Program 2009 Approved Mediator Trainers

The following persons affiliated with the Community Dispute Resolution Program (CDRP) centers are approved by the Executive Director of the local CDRP center and SCAO to conduct the CDRP 40-hour basic mediation skills program.

These persons are not necessarily approved to conduct the MCR 2.411 mediation training program.

Persons approved by SCAO to conduct the MCR 2.411 mediation training program are qualified to conduct CDRP 40-hour mediation training programs without further application to SCAO.

BERRIEN, Branch, Cass, St. Joseph, Van Buren Citizens Mediation Service, Inc.

2800 Cleveland Avenue, Suite 2
St. Joseph, Michigan 49085
Phone (269) 982-7898
Fax (269) 982-7899
E-Mail matt_balfe@citizensmediation.org

Trainer: **Matthew Balfe**

CHARLEVOIX, Emmet Citizen Dispute Resolution Service, Inc. Northern Community Mediation

415 State Street
Petoskey, Michigan 49770
Phone (231) 487-1771
Fax (231) 487-1770
E-Mail jane@northernmediation.org

Trainers: **Kathleen Lame**

CHIPPEWA, Luce, Mackinac Eastern UP Dispute Resolution Center, Inc.

P.O. Box 505
Sault Ste Marie, Michigan 49783
Phone (906) 253-9841
Fax (906) 253-9844
E-Mail cdrc@northernmi.net

Trainers: **Edward Sewarch**

DELTA, Menominee, Schoolcraft Resolution Services Program UPCAP Services, Inc.

P.O. Box 606
Escanaba, Michigan 49829
Phone (906) 789-9580
Fax (906) 786-5853
E-Mail gocc@upcap.org

Trainers: **Donna Aird**

GENESEE, Arenac, Bay, Clare, Gladwin, Midland, Ogemaw, Roscommon, Saginaw Community Resolution Center

315 East Court Street, Suite 200
Flint, Michigan 48502
Phone (810) 249-2619
Fax (810) 239-9545
E-Mail JOdell@mediation-CRC.org

Trainers:

GOGEBIC, Baraga, Dickinson, Houghton, Iron, Keweenaw, Ontonagon Western UP Mediators

P.O. Box 327, 100 W. Cloverland Drive, Ste 2-3
Ironwood, Michigan 49938
Phone (906) 932-0010
Fax (906) 932-0033
E-Mail mediator@up.net

Trainers: **Mary Anne Guzek-Kimball, Norman Kangas,
Diane Ponce**

GRAND TRAVERSE, Antrim, Benzie, Leelanau, Missaukee, Wexford Conflict Resolution Services, Inc.

1022 E. Front Street, P.O. Box 1035
Traverse City, Michigan 49685-1035
Phone (231) 941-5835
Fax (231) 941-4530
E-Mail crservice@thirdlevel.org

Trainers: **Warren Hills, Wanda Joseph**

INGHAM, Clinton, Eaton, Gratiot, Ionia, Shiawassee Resolution Services Center of Central Michigan

229 North Pine Street
Lansing, Michigan 48933
Phone (517) 485-2274
Fax (517) 485-1183
E-Mail fourhgllover@tds.net

Trainers:

JACKSON, Hillsdale, Lenawee, Monroe Southeastern Dispute Resolution Services Community Action Agency

511 South Jackson Street
Jackson, Michigan 49201
Phone (517) 788-6495
Fax (517) 788-6398
E-Mail mstanley@caailh.org

Trainers: **Ron Brooks**

KALAMAZOO, Barry, Calhoun Dispute Resolution Services Gryphon Place

1104 South Westnedge Avenue
Kalamazoo, Michigan 49008
Phone (269) 552-3434
Fax (269) 381-0935
E-Mail drsmediate@hotmail.com

Trainers: **Dale Anderson, Susan Caulfield, Amy Glass**

KENT, Isabella, Lake, Mecosta, Montcalm, Newaygo, Osceola Dispute Resolution Center of West Michigan Community Reconciliation Center

678 Front Avenue, NW, Suite 250
Grand Rapids, Michigan 49504-5368
Phone (616) 774-0121
Fax (616) 774-0323
E-Mail jwilmot@drcwm.org

Trainers: **Anne Bachle Fifer**



Community Dispute Resolution Program 2009 Approved Mediator Trainers

MACOMB, St. Clair The Resolution Center

176 S. Main Street, Suite 2
Mt. Clemens, Michigan 48043
Phone (586) 469-4714
Fax (586) 469-0078
E-Mail cpappas@theresolutioncenter.com

Trainers: **Sandy Gendreau, Larry Harwood, Judith Latcha, Rick Troy**

MARQUETTE, Alger Marquette-Alger Resolution Service

715 W. Washington Street, Suite A
Marquette, MI 49855
Phone (906) 226-8600
Fax (906) 226-5399
E-Mail marsmediation@yahoo.com

Trainers: **Jennifer Frazier, Linda Rossberg, William Waters**

MUSKEGON, Manistee, Mason, Oceana Westshore Dispute Resolution Center

1200 Ransom Street
Muskegon, Michigan 49442
Phone (231) 727-6001
Fax (231) 727-6011
E-Mail wdrcc@mediatwestmichigan.com

Trainers: **Larry DeVoogd**

OAKLAND Oakland Mediation Center, Inc.

550 Hulet Drive, Suite 102
Bloomfield Hills, Michigan 48302
Phone (248) 338-4280
Fax (248) 338-0480
E-Mail bhanes@mediation-omc.org

Trainers: **Harvey Burdick, John Collins, Jean Goddard, Bonnie Hanes**

OTSEGO, Alcona, Alpena, Cheboygan, Crawford, Iosco, Kalkaska, Montmorency, Oscoda, Presque Isle

Community Mediation Services
Otsego County
United Way Building
116 5th Street
Gaylord, Michigan 49735
Phone (989) 732-1576, (989) 705-1227
Fax (989) 705-1337
E-Mail communitymediationservices@verizon.net

Trainers: **Judith Doan**

OTTAWA, Allegan Mediation Services

Courthouse Square
68 West 8th Street, Suite 140
Holland, Michigan 49423
Phone (616) 399-1600
Fax (616) 399-1090
E-Mail carriveau@mediationsolvesconflicts.org

Trainers: **Richard Blackmer, Julie Cowie**

TUSCOLA, Huron, Lapeer, Sanilac Center for Dispute Resolution Human Development Commission

429 Montague Avenue
Caro, Michigan 48723-1997
Phone (989) 672-4044
Fax (989) 673-2031

E-Mail peggyvd@hdc-caro.org
Trainers: **Peggy Davy, Claudia Helser**

WASHTENAW, Livingston Dispute Resolution Centers of Michigan, Inc. The Dispute Resolution Center

(110 N. Fourth Avenue, Suite 100)
P.O. Box 8645
Ann Arbor, Michigan 48107-8645
Phone (734) 222-3745
Fax (734) 222-3760
E-Mail dulinb@ewashtenaw.org

Trainers: **Susan Butterwick, Belinda Dulin, Robert Galardi, Susan Hartman, Claire Tinkerhess, Nick White**

WAYNE Wayne Mediation Center

Garrison Place
19855 W. Outer Drive, Suite 206 – East Bldg.
Dearborn, Michigan 48124
Phone (313) 561-3500
Fax (313) 561-3600
E-Mail BDempsey@mediation-wayne.org

Trainers: **Susan Butterwick, Barbara Johannssen, Howard Lischeron, Matt Vititoe**



APPENDIX C

CDRP01 Budget Form

Michigan Supreme Court
Community Dispute Resolution Program

Please mark one: New Budget/Original Budget Budget Modification Year: _____

Grantee Name:	Completed By:
----------------------	----------------------

Applicant's Federal Identification Number:	Phone Number:	Date of Submission:
---	----------------------	----------------------------

Counties Served:

Budget Categories	Total Project Budget (Cash)	CDRP Funds	Agency Funds	Other Grants	Inkind Donated/ Volunteer
1. Personnel					
A. Salaries					
B. Fringe Benefits					
2. Accounting					
3. Training					
A. Mediator					
B. Technical Assistance					
4. Contractual					
5. Travel					
6. Equipment					
7. Operating Expenses					
A. Occupancy					
B. Supplies					
C. Telephone and Internet					
D. Postage					
E. Printing					
F. Insurance					
1. Liability					
2. Mediator					
8. Advertising					
9. Other					
A.					
B.					
C.					
Total					

CDRP03

Case Number _____

Program Code _____

INITIATOR

Name _____
Address _____
City _____ State _____ Zip _____
Primary Phone _____
Work, Fax, Cell _____
Email _____
Demographic _____
Court Relationship _____

RESPONDENT

Name _____
Address _____
City _____ State _____ Zip _____
Primary Phone _____
Work, Fax, Cell _____
Email _____
Demographic _____
Court Relationship _____

CASE INTAKE INFORMATION:

Intake Date _____
Referral Source _____
Referral Agency _____
Dispute Type _____ Subtype _____
Agency ID No. _____ Case Type Code _____ Reference ID _____

IF A COURT CASE IS FILED:

Court Number _____ Referred How? _____
Judge _____ Date of Paper Order? _____
Hearing Date _____ Increased Parenting Time (yes/no) _____

FOR ACCESS & VISITATION CASES:

Court Relationship _____ Ethnicity _____ Income _____
Marital Status _____ Number of Children _____ A/V Relationship _____

CASE DISPOSITION: (check one)

Date of Disposition: _____
Conciliated (resolved w/o formal mediation) _____
Mediated to Agreement _____
Mediated with Partial Agreement _____
Mediated without Agreement _____
Facilitated _____
Arbitrated _____
Total number of sessions _____
Duration of mediation/arbitration (mins) _____
Amount of fee received _____
Amount of money due to resolution \$ _____
Nature of agreement/resolution _____

IF NO RESOLUTION ATTEMPTED:

Settled prior to mediation _____
Case withdrawn _____
Respondent refuses to mediate _____
Initiator failed to show _____
Respondent failed to show _____
Both failed to show _____
Case dismissed by initiator _____
Unable to contact _____
Unamenable for mediation _____

ADDITIONAL CASE INFORMATION:

Returnee to Mediation _____
New matter _____
Remediation of old matter _____
Non-compliance of old matter _____
Number of individuals served _____
Number of children subject of dispute _____
Days from intake to disposition _____
Agreement Upheld _____

SIXTY-DAY FOLLOW-UP:

Parties kept their agreement _____
Parties did not keep their agreement but agreed to return to mediation _____
Parties did not keep their agreement and declined mediation _____
Follow-up by (initials) _____

MEDIATOR(S):

Names: _____
Number of mediators involved in case _____ Intake Preparer(s) (initials) _____

COMMENTS:

**PROGRAM ACTIVITY REPORT
CDRP06**

Michigan Supreme Court
Community Dispute Resolution Program

Program Name: _____

Quarter: Q1-Q2 Q3-Q4 **Year:** _____

Person Completing Report: _____

Date: _____

1. Briefly describe new or expanded court services the center has implemented in this reporting period.

2. Briefly describe new or expanded non-court services the center has implemented in this reporting period.

3. Briefly describe any challenges in providing services to courts in this reporting period, how challenges have been addressed, and indicate if your center would like SCAO's assistance in addressing the challenges.

4. Briefly describe whether the center is expected to meet or exceed the case goals outlined in the center's grant application. If the center is not expected to meet or exceed its goals, please discuss.

COMMUNITY DISPUTE RESOLUTION PROGRAM
2009 ANNUAL PROGRAM SUMMARY

CENTER NAME

Counties served:

Director:

Office address:

Email address:

Website:

Start-up year:

2009 Annual budget of overall dispute resolution center:

2009 CDRP grant:

Local funding sources:

Total number of staff:

Total number of full-time equivalent positions:

Total number of mediators:

Types of cases handled or programs offered:

Courts in which services are provided or from which referrals are received:

Other referral sources:

Types of training offered:

Financial Status Report - Page 1

CDRP08 Section 1

Michigan Supreme Court

Community Dispute Resolution Program

Grantee Name:	Reporting Period:
Completed by:	

Comments:

Budget Categories	Approved Total CASH Budget	Approved CDRP Budget	Total Report Expenditures (Contract to Date)	CDRP Funds	Agency Funds	Other Grants	Inkind Match
1. Personnel							
A. Salaries							
B. Benefits							
2. Accounting							
3. Training							
A. Mediator							
B. Technical Assistance							
4. Contractual/Consultant							
5. Travel							
6. Equipment							
7. Operating Expense							
A. Occupancy							
B. Supplies							
C. Telephone & Internet							
D. Postage							
E. Printing							
F. Insurance							
1. Liability							
2. Mediator							
8. Advertising							
9. Other							
a.							
b.							
c.							
Subtotal							
10. Interest			()		()		
11. Mediation Fees			()		()		
Total							

CDRP08 Section 2

Michigan Supreme Court
 Community Dispute Resolution
 Program

Center Name: _____

Completed By: _____

Reporting Period: _____

Please complete this report based on actual and encumbered costs.
 The "Total" should be the same figure reported on the CDRP08.
 If other is listed please describe.

Salary

POSITION/NAME	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Benefits

TYPE	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Accounting

ENTITY'S NAME	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Center Name: _____

Reporting Period: _____

Training

PURPOSE/DATE	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Consultant/Contractual

ENTITY/DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Travel

INDIVIDUAL	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Equipment (list items over \$250)

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Occupancy

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Rent			
Cleaning/Maint.			
Other			
Total			

CDRP08 Sec. 2 (01/10)

CDRP08 Section 2

Michigan Supreme Court
Community Dispute Resolution
Program

Center Name: _____

Reporting Period: _____

Supplies

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Supplies			

Telephone & Internet

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Phone			
Internet			
Other			
Total			

Postage

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Postage			

Printing

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Printing			

Insurance

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Liability-Bldg			
Mediator			
Board			
Other			
Total			

Advertising

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

Other (specify)

DESCRIPTION	CDRP FUNDS	AGENCY FUNDS	OTHER GRANTS
Total			

CDRP08 Section 2

Michigan Supreme Court
Community Dispute Resolution
Program

Center Name: _____

Reporting Period: _____

Additional Revenue

MONTH	INTEREST	FEES RECEIVED
Total		

Grants Awarded this Period

AGENCY/FOUNDATION	TERM	AMOUNT

ACCESS AND VISITATION MEDIATION PAYMENT DOCUMENT		DOC#			
CDRP08AV		DATE:			
FEDERAL I.D. #:		Mail Code:			
CENTER NAME:					
ADDRESS:					
Check Stub Information:					
Access & Visitation Program: Mediation of Parenting-Time Disputes					
Period:					
List all applicable CDRP Case Numbers AND FORM CDRP-AV Case Detail		ATTACH	Quantity	Rate	
				Total	
				\$75	
Page 1		X			
		Grand Total:			
List Volunteer Mediator Hours to be used for in-kind match					
Number of Mediation Hours: _____		Value of Mediator Hours: \$			
Center Director's Signature: _____					
FOR SCAO USE ONLY:					
Accounting Information					
Index Code	Object Code	Amount			
84505	6125				
		Total:			
APPROVAL:					
APPROVAL:					
CDRP08AV (01/10)					

Final Expenditure Report - Page 1

CDRP10
Michigan Supreme Court
Community Dispute Resolution Program

Reporting Period: _____

Grantee Name: _____ **Completed By:** _____

Budget Category	CDRP Award	CDRP Actual	CDRP Difference	Agency Application Match	Agency Actual	Agency Difference
1. Personnel						
A. Salaries						
B. Fringe Benefits						
2. Accounting						
3. Training						
A. Mediator						
B. Technical Assistance						
4. Contractual						
5. Travel						
6. Equipment						
7. Operating Expense						
A. Occupancy						
B. Supplies						
C. Telephone						
D. Postage						
E. Printing						
F. Insurance						
1. Liability						
2. Mediator						
8. Advertising						
9. Other						
A.						
B.						
C.						
Total						

Match Percentage: _____

Final Expenditure Report - Page 2

CDRP10		Michigan Supreme Court		Community Dispute Resolution Program		Reporting Period:		Grantee Name:		Federal Identification Number:		Inkind Match	Inkind Match
Budget Category	Other Grants Application Match	Other Grants Actual	Other Grants Difference	Inkind Application Match	Inkind Match								
1. Personnel													
A. Salaries													
B. Fringe Benefits													
2. Accounting													
3. Training													
A. Mediator													
B. Technical Assistance													
4. Contractual													
5. Travel													
6. Equipment													
7. Operating Expense													
A. Occupancy													
B. Supplies													
C. Telephone													
D. Postage													
E. Printing													
F. Insurance													
1. Liability													
2. Mediator													
8. Advertising													
9. Other													
A.													
B.													
C.													
Total													

Report of Inkind Match
Final Expenditure Report - Page 3
CDRP10

Michigan Supreme Court
 Community Dispute Resolution Program

Center Name: _____

Reporting Period: _____

Please list the description, number of units, unit rate, total value, and the basis for calculation for each item used as match.

Description	Number of Units	Unit Rate	Total Value of Match	Basis of Calculation
Volunteer Mediator Time		\$150.00		CDRP Policies & Procedures Manual
Volunteer Trainer Time		\$150.00		CDRP Policies & Procedures Manual
Volunteer Clerical Time		\$9.50		CDRP Policies & Procedures Manual
Volunteer Specialist Time		\$12.00		CDRP Policies & Procedures Manual
Volunteer Coordinator Time		\$16.00		CDRP Policies & Procedures Manual
Total			\$	

Report of Revenue Sources
Financial Expenditure Report - Page 4
CDRP10

Michigan Supreme Court
 Community Dispute Resolution Program

Center Name: _____

Reporting Period: _____

Please list all sources of revenue collected for the grant period, regardless of whether or not it was expended in the period. Do not include the Community Dispute Resolution Program grant award.

Type of Revenue	Number of Units	Unit Rate	Award Period	Total Amount
Business/Foundation Grants				
Service Contracts				
Training Revenue				
Fund Raising Events				
Case Fees				
Donations				
Interest				
Agricultural Mediation Grant				
Permanency Planning Mediation Grant				
Other: (describe)				
Total		\$		\$

Application for Budget Amendment

CDRP15 (This form must be submitted with Form CDRP01)

Michigan Supreme Court

Community Dispute Resolution Program

This request is for: (Select One)

Biennial Adjustment

Same level of funding

Increase level of funding

Decrease level of funding

No more than 3 budget modifications can be requested in a contract cycle AND one of these must be the Biennial Adjustment.

Date: _____

Award Period: _____

Center Name: _____

Completed By: _____

Note: If requesting a change to one of the following line items: salaries, fringe benefits, travel, occupancy, or advertising, please use the format illustrated in Section 10.9 of the P & P Manual to complete the description and budget narrative section for the requested line item changes.

Budget Category: _____

	Current Approved Amount	Amended Request	Difference
CDRP FUNDS			
AGENCY FUNDS			
OTHER GRANTS			
TOTAL			

Description and Budget:

Budget Category: _____

	Current Approved Amount	Amended Request	Difference
CDRP FUNDS			
AGENCY FUNDS			
OTHER GRANTS			
TOTAL			

Description and Budget:

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as reported on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a solo proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

AGREED UPON PROCEDURES ENGAGEMENT

MICHIGAN SUPREME COURT
OFFICE OF DISPUTE RESOLUTION

COMMUNITY DISPUTE RESOLUTION PROGRAM

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE**

COMMUNITY DISPUTE RESOLUTION PROGRAM

**AGREED UPON PROCEDURES ENGAGEMENT
(TO BE PERFORMED WITH RESPECT TO THE FINAL EXPENDITURE REPORT)**

Table of Contents

	<u>Page</u>
Introduction	3-6
Agreed Upon Procedures	7-10
Appendix A Sample Report	11-15
Final Expenditure Report Checklist	16
Final Expenditure Report	Attached as Excel file
CDRP Accounting Policy Manual Section 10.1 to 10.6	Attached as .PDF

INTRODUCTION

Background

The Community Dispute Resolution Program (CDRP) was established by 1988 PA 260 [MCL 691.1551 et seq; MSA 27.15(51) et seq] to help fund community dispute resolution centers which provide conciliation, mediation, or other forms and techniques of voluntary dispute resolution to persons as an alternative to the judicial process.

After the enactment of the program legislation in 1988, the State Court Administrator developed program funding and training data criteria and recommendations on administrative policies and procedures.

To facilitate the reporting and annual close out of the grants, the State Court Administrative Office (SCAO), Office of Dispute Resolution (ODR) developed annual Final Expenditure Reports. These reports are used by ODR to determine adjustments, if any, to the final grant amounts. All grant funds not used or inappropriately used must be returned to SCAO.

Additional information regarding the program history and development can be found in the CDRP annual report, available from ODR, and on the Michigan Supreme Court website: <http://www.courts.michigan.gov/scao/dispute>.

Purpose and Objectives

The agreed upon procedures described later in this document does not take the place of a financial audit of the Center.

The objective of these agreed upon procedures is to provide SCAO with information to facilitate the closeout of the CDRP grants awarded during the year January 1, 2009, to December 31, 2009. The specified elements covered under the agreed upon procedures include:

- Testing the mathematical accuracy of the Final Expenditure Reports;
- Testing the compliance with the requirements contained in grant contract; and
- Testing for support and accountability of the CDRP expenditures.

The Independent Certified Public Accountant will summarize the results of the agreed upon procedures in a report detailing all findings, **including preparing the Final Expenditure Report.**

Scope

An agreed upon procedures engagement is one in which an Independent Certified Public Accountant (“Accountant”) is engaged to report the findings based on specific procedures performed on a subject matter. The engagement is performed to assist specified parties in evaluating subject matter, or an assertion about subject matter, based on their needs. The specified parties agree on the procedures to be performed by the Accountant, and take responsibility for the sufficiency of those procedures for their purposes. Because the needs of the specified party may vary, the nature, timing, and extent of the agreed upon procedures also may vary. In an engagement performed under AT 201, Agreed Upon Procedures Engagements, the Accountant does not perform an examination or review and does not provide an opinion or negative assurance. Rather, the Accountant’s report is in the form of procedures. The Accountant should not report on an agreed upon procedures engagement when the specified parties do not agree on the procedures performed or take responsibility for the sufficiency of those procedures for their purposes.

The engagement is limited to performing procedures as described under the “Agreed Upon Procedures” section of this document. The Accountant must obtain an engagement letter outlining the agreed upon procedures and the period covered.

Reporting Procedures and Timing

The Accountant will prepare the report in accordance with the format shown in Appendix A. The fieldwork and reporting sequence should be as follows:

- Completion of fieldwork;
- Submit draft report to the Center;
- Hold exit conference with Center personnel (if any disagreements still exist, the Center will have 5 days to provide a written response to the Accountant); and
- Submit final reports to the Center.

The procedures to be performed should be explained to the Center during the entrance conference.

The Accountant should notify the Center of any potential or identified findings during the exit interview.

The Accountant should furnish at least 3 copies of the final report, including the Final Expenditure Report to the Center and 2 copies of the final report (including the Final Expenditure Report) should be directly forwarded no later than June 1, 2010, to:

Attn: Michelle Hilliker
Michigan Supreme Court
State Court Administrative Office
P.O. Box 30048
Lansing, MI 48909

Tel: (517) 373-4839
Fax: (517) 373-5748

E-mail: HillikerM@courts.mi.gov

Potential Fraud

B.In the normal course of the work, the Accountant may become aware of instances of actual, potential or suspected fraud, waste or abuse of program funds in the operation of the Center. The Accountant should immediately report all such instances to SCAO.

Agreed Upon Procedures

C.Because of the difference in accounting and control systems utilized by the Centers, the procedures described below may not be directly applicable to each Center. Therefore, the user must be prepared to apply professional judgment as to specific steps needed to accomplish the objectives.

Required Documents

The following documents will be necessary to complete the agreed upon procedures:

- Approved 2009 CDRP Budget Form (CDRP01) (original and modifications) and signed grant contract and addendums, if any, including Grant application;
- Final Expenditure Report (CDRP10);
- List of Board of Directors, (such list should be included in the Grant application);
- Detailed trial balance and general ledger;
- Employee timesheets;

- Volunteer timesheets;
- W-2's and 941's;
- Original invoices or expense reports selected;
- Section 10.1 through 10.6 of CDRP Policy and Procedures Manual; and
- Other pertinent documents/information.

AGREED UPON PROCEDURES

Clerical Accuracy of the Final Expenditure Reports:

1. Obtain the Final Expenditure Report (CDRP10) for the period January 1, 2009, to December 31, 2009, and check the mathematical accuracy.
2. Agree the “CDRP Award, Agency Application Match, Other Grants Application Match, and Inkind Application Match” columns on the Final Expenditure Report to the most recently approved 2009 CDRP Budget Form (CDRP01).
3. Agree the figures in the “CDRP Actual, Agency Actual and Other Grants Actual” columns on the Final Expenditure Report to the trial balance/general ledger.
4. Obtain the Final Expenditure Report of In-kind Match (CDRP10 page 3) for the year ended December 31, 2009, and check the mathematical accuracy.
5. Agree the totals by category on the Final Expenditure Report of Inkind Match to the “Inkind Match Donated/Volunteer” column of the Final Expenditure Report.

Compliance with Grant Contract and Accountability of CDRP Funds:

1. Obtain a copy of the grant contract and determine if the following requirements have been met:
 - a. The grant contract is signed by the authorized official.
 - b. The Center has at least 35% of cash and/or in-kind donations from non-CDRP fund sources and other sources specifically approved by SCAO.
 - c. If there was any subcontracting within the CDRP grant, determine whether written consent from SCAO was obtained.
 - d. Determine that the Center has a workers’ compensation policy in effect.
 - e. Determine that the accounting records conform to accrual basis of accounting or other comprehensive basis of accounting consistently followed and specifically allowed under the grant contract.
 - f. Determine that signed timesheets exist for all employees.
 - g. Determine that signed timesheets exist for volunteers.

- h. Inquire as to whether the Center maintains accounting records and case files for at least five years after completion of the contract.
 - i. Determine that immediate family members of an employee in an administrative capacity are not hired by the Center.
 - j. Determine that the Center does not compensate employees for mediation or training. Any funds collected for these purposes must become part of the revenue of the Center.
 - k. Determine that no individual category in the CDRP actual column exceeds the budget column by more than \$2,000.
 - l. If Center has engaged the services of sub-recipients, determine that such sub-recipients and the sub-contracted services to such sub-recipients are specifically described in the grant application.
2. Review, as follows, to determine that expenditures charged to the CDRP grant contract are in accordance with SCAO guidelines.

a. Personnel category:

Reconcile payroll per general ledger to the Final Expenditure Report and to W-2's and 941's.

Determine that wages included under the CDRP grant are in compliance with those requested in the grant application.

Review the detail of the benefit category in the general ledger to determine that it is comprised of appropriate items such as employer paid FICA and Medicare taxes, workers compensation, unemployment insurance, and employee health insurance as stated under the approved grant application and that proper approval was obtained if the amount exceeded the amount stated in the Grant application.

b. Accounting:

Review the accounting category in the general ledger to determine if payments for accounting services are in compliance with those requested in the Grant application.

c. Training:

Review the detail in the training category in the general ledger and randomly test items to determine if expenses are incurred while providing volunteer mediator training or training provided to staff as recommended by SCAO and that the totals do not exceed those stated in the approved grant application.

d. Contractual:

Review the contractual category in the general ledger to determine that payments for contractual services are as requested in the grant application.

e. Travel:

Randomly select 10 expenditures from the detail of travel expense in the general ledger. Determine that the expense is allowable under the requirements of the grant contract, and the rates for mileage and meals are in compliance with the Center's policy manual and that these rates used by the Center do not exceed the corresponding rates prescribed by SCAO.

f. Equipment:

Review the detail of the equipment category in the general ledger and randomly select any large items purchased. Agree selected items to the invoice for accuracy, and determine their existence and compliance with the grant application.

g. Operating Expenses:

Review the detail of rent, maintenance and utility category in the general ledger. Determine that the items appear reasonable and agree to the grant application.

h. Supplies, Telephone, Postage, Printing, and Advertising:

Review the detail of supplies, telephone, postage, printing, and advertising categories in the general ledger for any items that appear unusual. Any unusual items should be reviewed for appropriate support and compliance to grant application.

i. Insurance:

Review the detail of insurance category in the general ledger and determine that the items are for board or mediator liability insurance as requested in the grant application.

3. Review the items listed on the Final Expenditure Report of Inkind Match and determine if they are supported:
 - a. For volunteer time, randomly agree to support signed timesheets.
 - b. For other items, select large items and agree to supporting documentation.
4. Reporting Requirements:

A copy of the complete Final Expenditure Report must be included in the Accountant's final report. If, as a result of the agreed upon procedures, the Accountant determines that the Final Expenditure Report forwarded to them by the Grantee is not representative of the general ledger, the Final Expenditure Report should be restated and included in the final report. All findings, including questionable costs, should be detailed in the report as reflected in Appendix A.

APPENDIX A

The following is an illustration of the report on applying agreed upon procedures.

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED UPON PROCEDURES

To the Center and the Michigan Supreme Court State Court Administrative Office,

We have performed the procedures enumerated below, which were agreed to by the Center and the Michigan Supreme Court State Court Administrative Office, solely to assist you in evaluating the accompanying Final Expenditure Report of the Community Dispute Resolution Program of the Center for the year ended December 31, 2009. The Center's management is responsible for the Final Expenditure Report. The agreed upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Agreed Upon Procedures

Clerical Accuracy of the Final Expenditure Reports:

1. Obtain the Final Expenditure Report for the period January 1, 2009, to December 31, 2009, and check the mathematical accuracy.
2. Agree the "CDRP Award, Agency Application Match, Other Grants Application Match, and Inkind Application Match" columns on the Final Expenditure Report to the most recently approved 2009 CDRP Budget Form CDRP01.
3. Agree the figures in the "CDRP Actual, Agency Actual and Other Grants Actual" columns on the Final Expenditure Report to the trial balance/general ledger.
4. Obtain the Final Expenditure Report of Inkind Match for the year ended December 31, 2009, and check the mathematical accuracy.
5. Agree the totals by category on the Final Expenditure Report of Inkind Match to the "Inkind Match Donated/Volunteer" column of the Final Expenditure Report.

D. Compliance with Grant Contract and Accountability of CDRP Funds:

1. Obtain a copy of the grant contract and determine if the following requirements have been met:
 - a. The grant contract is signed by the authorized official.
 - b. The Center has at least 35% of cash and/or in-kind donations from non-CDRP fund sources and other sources specifically approved by SCAO.
 - c. If there was any subcontracting within the CDRP grant, whether written consent from SCAO was obtained.
 - d. Determine that the Center has a workers' compensation policy in effect.
 - e. Determine that the accounting records conform to accrual basis of accounting or other comprehensive basis of accounting consistently followed and specifically allowed under the grant contract.
 - f. Determine that signed timesheets exist for all employees.
 - g. Determine that signed timesheets exist for all volunteers.
 - h. Inquire as to whether the Center maintains accounting records and case files for at least five years after completion of the contract.
 - i. Determine that immediate family members of an employee in an administrative capacity are not hired by the Center.
 - j. Determine that the Center does not compensate employees for mediation or training. Any funds collected for these purposes must become part of the revenue of the Center.
 - k. Determine that no individual category in the CDRP actual column exceeds the budget column by more than \$2,000.
 - l. If the Center has engaged the services of sub-recipients, determine that such sub-recipients and the sub-contracted services to such sub-recipients are specifically described in the grant application.

2. Review, as follows, to determine that expenditures charged to the CDRP grant contract are in accordance with SCAO guidelines.

a. Personnel category:

Reconcile payroll per general ledger to the Final Expenditure Report and to W-2's and 941's.

Determine that wages included under the CDRP grant are in compliance with those requested in the grant application.

Review the detail of the benefit category in the general ledger to determine that it is comprised of appropriate items such as employer paid FICA and Medicare taxes, workers compensation, unemployment insurance, and employee health insurance as stated under the approved grant application and that proper approval was obtained if the amount exceeded the amount stated in the grant application.

b. Accounting:

Review the accounting category in the general ledger to determine if payments for accounting services are in compliance with those requested in the grant application.

c. Training:

Review the detail in the training category in the general ledger and randomly test items to determine if expenses are incurred while providing volunteer mediator training or training provided to staff as recommended by SCAO and that the totals do not exceed those stated in the approved grant application.

d. Contractual:

Review the contractual category in the general ledger to determine that payments for contractual services are as requested in the grant application.

e. Travel:

Randomly select 10 expenditures from the detail of travel expenses in the general ledger. Determine that the expense is allowable under the requirements of the grant guidelines, and the rates for mileage and meals are in compliance with the Center's policy manual and that these rates used by the Center do not exceed the corresponding rates prescribed by SCAO.

f. Equipment:

Review the detail of the equipment category in the general ledger and randomly select any large items purchased. Agree selected items to the invoice for accuracy, and determine their existence and compliance with the grant application.

g. Operating Expenses:

Review the detail of rent, maintenance, and utility categories in the general ledger. Determine that the items appear reasonable and agree to the grant application.

h. Supplies, Telephone, Postage, Printing, and Advertising:

Review the detail of supplies, telephone, postage, printing, and advertising categories in the general ledger for any items that appear unusual. Any unusual items should be reviewed for appropriate support and compliance to grant application.

i. Insurance:

Review the detail of insurance category in the general ledger and determine that the items are for board or mediator liability insurance as requested in the grant application.

3. Review that the items listed on the Final Expenditure Report of Inkind Match and determine if they are supported.

a. For volunteer time, randomly agree to support signed timesheets.

b. For other items, select large items and agree to supporting documentation.

Insert findings here.

We are not engaged to, and did not; perform an examination, the objective of which would be the expression of an opinion on the accompanying Final Expenditure Report of the Center. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Firm's Signature

City, State

Date

Immediately following this report should be a copy of the Final Expenditure Report Check List and a corrected Final Expenditure Report which includes the Final Expenditure Report of Inkind Match and the Report of Revenue Sources. These documents have been electronically forwarded to each center in Excel format.

FINAL EXPENDITURE REPORT CHECK LIST

2009 CDRP Final Expenditure Report (FER) and Year-End Closeout

Enclosures

Final Expenditure Report (all 4 pages) _____
CDRP 16 Annual Equipment Inventory _____

Check List

1. Does FER agree to the general ledger? _____ Yes _____ No
2. Do supporting in-kind schedules agree to the FER? _____ Yes _____ No
3. Are CDRP expenses in a separate account in the
general ledger? _____ Yes _____ No
4. Do the budget columns agree to the grant contract? _____ Yes _____ No
5. Have time sheets approved by an authorized official
been maintained for all employees? _____ Yes _____ No
6. Have time sheets approved by an authorized official
been maintained for all volunteers? _____ Yes _____ No
7. Is there written support for all in-kind donations? _____ Yes _____ No
8. Have expenses been reviewed to verify that funds
have been spent in compliance with grant guidelines
and Policies & Procedures Manual, e.g., mileage rate, disallowed expenses? _____ Yes _____ No
9. Have all year-end adjusting journal entries been made? _____ Yes _____ No

Name of Center: _____

Signed: _____

Title: _____

Phone number: _____ Date: _____

Name of Accounting Firm: _____

Signed: _____

Phone number: _____



APPENDIX D

Community Dispute Resolution Program Performance Standards & Minimum Operating Standards

Derived from 260 PA 1988 [Community Dispute Resolution Program Act]

The following standards represent both minimum operating standards (standards required to be met to become eligible for ODRP funding), and performance standards (standards measured to determine center performance).

Effective: January 1, 2007

Performance Standards	Goal	Measurement/Formula
1. Dispute resolution services are provided.	Benchmark values to establish minimal caseload expectations at different funding levels will be developed upon conclusion of the weighted caseload study (February 2006).	Weighted caseload scores will be calculated and compared at six month intervals.
2. Number of disputes resolved	A 50 percent settlement rate should be achieved in justice system cases; agreements should be reached in 70 percent of cases in which parties have agreed to use a dispute resolution process.	Quarterly reports reflect the number of disputes resolved.
3. Trained mediators provide service.	Each staff member mediates no more than 60 hours per year.	Review mediator records for training credentials; review mediator service records.
4. Active board members and mediators	Boards and advisory committees meet with quorum at least four times per year; volunteer mediators mediate all cases but those managed by staff [see No. 3 above].	Board Minutes reflect actions taken to continually expand center services, particularly to courts. Mediator roster reflects volunteers mediating nearly all cases.
5. Local financial support	Match of 35 percent is annually demonstrated.	Annual financial reporting reflects 35 percent cash or in-kind match.

6. Diversified base of referral sources	Justice system referrals should constitute 70 percent of a center's overall referrals.	Quarterly reports reflect percentages of referrals obtained from justice system sources.
7. Operating budget	100 percent compliance with the grant contract and CDRP Policies and Procedures regarding the approved budget.	Final expenditure report and audits reflect compliance.
8. Types of cases referred	Justice system referrals should constitute 70 percent of a center's overall referrals.	Quarterly reports reflect percentages of referrals obtained from justice system sources.
9. Compliance rate	Compliance rates should equal 75 percent or higher.	Annual surveys of mediation participants gauge compliance.
10. Cost of process	Center case-processing costs should be within 20 percent of the statewide costs, determined by the weighted caseload average.	Annual cost per case calculations are based on weighted caseload figures.

Minimum Operating Standard	Goal	Measurement/Formula
1. Indigent persons are provided service without charge.	All persons demonstrating inability to pay receive free service.	File review shows service fee waivers.
2. Cases involving violent felonies or drug-related felonies	No cases involving violent felonies or drug-related felonies are mediated.	File review reflects absence of violent or drug-related felonies.
3. Referrals to other agencies	Persons requiring assistance other than dispute resolution services are referred to other agencies.	File review reflects referrals to other agencies.
4. Local needs are targeted	All chief judges in a program's service area are contacted at least annually as to their needs for mediation services and programs.	Quarterly reports reflect current court activities and contacts.

5. Number of referrals	No goal set. Program focus is on achieving the highest level of matters reaching mediation/conciliation (Standard No. 1), not the number of referrals which may not result in mediation/conciliation.	Quarterly reports reflect the number of referrals to the center.
6. Number of parties served	No goal is set. A center has no control over the number of parties presented in a case.	Quarterly reports reflect the number of parties served.
7. Nature of resolution	No goal set. Resolutions involve both economic and non-economic outcomes, as determined exclusively by the parties.	Quarterly reports reflect the amount of an economic settlement if included in parties' resolution.
8. Amount/type of awards	No goal set. Mediation results in both economic and non-economic outcomes.	Quarterly reports reflect the aggregate value of monetary settlements reached.
9. Returnees to the center	No goal set. Some people return to re-mediate a prior agreement, others return with totally new cases. In either instance, no specific targets can be determined.	Quarterly reports reflect the number of returnees.
10. Duration of process	No goal set. Mediation is a dynamic process driven by parties' interests; case durations extend as long as progress is being made, as determined by the parties and mediator(s).	Quarterly reports reflect the length of a dispute resolution process