

CUYAHOGA COUNTY  
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION  
CONTRACT FOR COURT TRANSCRIPTION SERVICES  
WITH MIZANIN REPORTING SERVICE, INC.

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT"), and Mizanin Reporting Service, Inc., a for profit corporation located at 5755 Granger Road Suite 360, Independence, Ohio 44131 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to provide Court Transcription Services and the VENDOR can provide these services from January 1, 2014 through December 31, 2015.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. DESCRIPTION OF SERVICES

A. Requests for the transcription of COURT proceedings (audio tapes) are made in person at the Juvenile Court's Clerk of Courts (hereinafter called the Clerk's Office) and are either initiated by the Court OR by an outside party. The Clerk's Office will contact the VENDOR regarding the request for transcription.

B. The transcript format to be used will be provided by the Clerk's Office. However, at a minimum, each transcript must contain a Table of Contents, Cover Page, Witness List, Exhibit List, and a Final Certification page at the conclusion of the transcript. Each page must be numbered and each line must be numbered. Each page must include double-spaced lines. The transcripts must be contained in binders with transparent plastic front covers.

C. A request form will indicate who is responsible for payment, either the COURT or the third party requestor. The VENDOR shall only be reimbursed through the COURT for transcription services that the COURT requests. If the third party requesting the transcription services will also be responsible for the payment of services, then the VENDOR must arrange for payment and delivery of the final transcription independent of the COURT. Once that is complete, the VENDOR will then contact the COURT for the CD-ROM that will be picked up from the Clerk's Office.

D. The Court does not provide staff to review or proof-read the transcripts; therefore, it is critical that the finished reports are accurate. Inaccuracies in the reports may be cause for termination of the contract and/or non-payment for services.

E. The completed transcription will be delivered, within the established timeframes, back to the Clerk's Office upon completion. Copies or information regarding transcripts are to be given to no one other than the requesting third party (if paid for by that party) or the Clerk's Office (when the COURT pays for transcription services), without exception. The transcript must be completed within the time frame requested. In the event that transcription services may exceed this time frame, due to either workload substantially exceeding normal levels or problem jobs (poor recordings, poor or non-existent logs), the successful VENDOR may be granted an extension pending the prior approval by the COURT.

II. OPERATIONAL DETAILS

VENDOR Contact

James M. Mizanin  
5755 Granger Road Suite 360  
Independence, Ohio 44131  
(216) 241-0331

JUVENILE COURT Contact

Dana Chavers  
9300 Quincy Avenue  
Cleveland, Ohio 44106  
(216) 443-4953  
[dchavers@cuyahogacounty.us](mailto:dchavers@cuyahogacounty.us)

III. BUDGET - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$50,000.00** for the term of the CONTRACT and inclusive of all costs.

A. Costs Per Page:

Transcripts Completed In...	
Thirty (30) Days	\$2.50/ page
Fifteen (15) to Twenty-Nine (29) Days	\$3.00/ page
Seven (7) to Fourteen (14) Days	\$3.50/ page
Two (2) to Six (6) Days	\$4.00/ page
Completed Overnight	\$5.00/ page
Copies	\$2.00/ page

B. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this CONTRACT.

C. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each calendar month, submit an invoice to the COURT covering services rendered by the VENDOR during such month. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number and month on it. Failure to comply with the submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment. Additional or corrected invoicing for services beyond the previous month must be requested separately, in writing, describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within

January, then the sixty (60) day period expires on March 31.

- D. Payment: The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.

- IV. **RETENTION OF ACCOUNTING AND REPORTING PROCEDURES** - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this CONTRACT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this CONTRACT or longer, as may be required by the applicable records retention schedule.
- V. **PROFESSIONALLY WRITTEN RECORDS** - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.
- VI. **ON SITE VISITS** - The COURT and the State of Ohio shall be allowed to access, review and discuss activities and records and shall be allowed to interview VENDOR'S staff that are served or paid in whole or in part under this CONTRACT.
- VII. **INDEMNITY** - The VENDOR agrees to indemnify and save harmless the COURT, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the VENDOR, its officers or employees in the performance of the project under this CONTRACT.
- VIII. **INSURANCE** - The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this CONTRACT.
1. **Mandatory Insurance Requirements**  
The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.
- (a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).
- For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:
- \$1,000,000 each accident for bodily injury by accident;

\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. **Additional Insurance Coverage**

Each of the following eight items is optional unless otherwise required by the terms of this specification.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence  
\$5,000,000 general aggregate  
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;  
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or

other professional activity related to this Contract.

### **Insurance Coverage Terms and Conditions**

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

IX. **ANTI-DISCRIMINATION** - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no

discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

- X. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.
- XI. CONFIDENTIALITY - The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate agreement with its employees to that effect.
- XII. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this CONTRACT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority
- XIII. AMENDMENT - This CONTRACT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XIV. TERMINATION - This CONTRACT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this CONTRACT for services performed and expenses incurred prior to termination.
- XV. BREACH OF CONTRACT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this CONTRACT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XVI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.

- XVII. PUBLIC RECORDS - All parties hereto acknowledge that the COURT and the County are political subdivisions in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.
- XVIII. ETHICS REQUIREMENTS - The VENDOR shall also comply with requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes ethics requirements.
- XIX. GOVERNING LAW AND JURISDICTION - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this CONTRACT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this CONTRACT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XX. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of the COURT and the VENDOR. The VENDOR recognize and agree that no public official or employee of the COURT may be deemed to have apparent authority to bind the COUNTY to any contractual obligations. The signatory parties are legally bound by the terms and conditions of this CONTRACT as of the "effective date" of the CONTRACT.
- XXI. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXII. ELECTRONIC SIGNATURES - By entering into this CONTRACT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COURT and the VENDOR have executed this CONTRACT as of the date first above written.

Mizanin Reporting Service, Inc.

By: James M. Mizanin  
James M. Mizanin, President

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita Kavalec  
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio  
Edward FitzGerald, County Executive

By: Ed FitzGerald/apc  
Edward FitzGerald, County Executive