

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between County of Cuyahoga County, Ohio (hereinafter called the "COUNTY") on behalf of the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and the **Cuyahoga County Department of Justice Affairs, Office of Mediation**, a political subdivision of the State of Ohio with principal offices located at 1276 West Third Street, Cleveland, Ohio 44115, Federal ID# [REDACTED] (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to manage the **Juvenile Court Custody Mediation Project**. This service provides mediations and associated administrative services for the child custody/visitation pleadings filed with the COURT. The VENDOR can provide these services from February 1, 2011 through January 31, 2012.

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

- I. OVERVIEW – The VENDOR shall provide services to the COURT with regard to the initial processing of custody and visitation applications, complaints, and motions for custody or visitation. The VENDOR will maintain a Custody and Visitation Mediation Unit that will consist of an Intake function, a case management/mediation function and a program administration function that will serve as a link between the two as well as monitoring and managing the other two functions. The following will also be requirements of the Custody and Visitation Mediation Unit:
  - A. The VENDOR will provide a trained and experienced Custody and Visitation Mediation Unit, including support staff, which shall be responsible for interviewing applicants, developing forms, and handling all aspects of an integrated intake procedure for these cases.
  - B. The VENDOR shall recruit, train, supervise and evaluate a pool of qualified mediators who may be employees or sub-contractors of the VENDOR. The VENDOR shall respond to mediator's questions on law and procedure. Mediators must comply with all relevant rules of the Ohio Supreme Court and other appropriate Ohio statutes and rules.
  - C. The VENDOR shall maintain contact with the COURT for the purpose of managing particular cases and implementing procedures. The VENDOR will meet with the COURT on a quarterly basis.
  - D. The COURT will provide adequate space for the efficient operation of the Custody and Visitation Mediation Unit Intake functions. The COURT will likewise provide phone and copy service, as well as equipment and furnishings as available.

II. CUSTODY INTAKE - The VENDOR shall provide and supervise a trained and experienced Intake staff as part of the Custody and Visitation Mediation Unit, along with all necessary support staff to perform all aspects of intake of custody and visitation cases, including preparation of COURT intake documents for new custody and visitation applications and for letters or motions from parties seeking visitation or change of custody in formerly closed child protection cases. The VENDOR's Intake staff will initially screen all incoming cases as to suitability for mediation or for direct referral to a jurist in emergency cases. The VENDOR will encourage development of informational materials for pro-se parties and attorneys, a resource bank and procedure for obtaining required pre-filing documentation from Probate and Domestic Relations Court, Cuyahoga Support Enforcement Agency, the Bureaus of Vital Statistics, and the Social Security Administration, and will interface, educate and act as a liaison with parties who initiate a custody proceeding for school, insurance, medical and legal purposes. Intake functions of the Custody and Visitation Mediation Unit Intake will include the following specific tasks:

- A. Interview and assess pro-se applicants and their cases for appropriateness of filing. Cases are screened for COURT jurisdiction appropriateness. If potential cases are determined to belong in another Court, then the VENDOR's intake staff provides contact information for the appropriate Court. Interviews are done in person and by telephone.
- B. Advise Pro-se applicants on procedures and forms for filing for custody, visitation or modification of previous custody/visitation orders. Advice sessions are done in person and by telephone.
- C. Maintain and update pro-se forms.
- D. Review application and motion packages for acceptance. Prepare service instructions for motions and service by publication.
- E. Files are reviewed for service; completeness of filing; and suitability for mediation.
- F. Prepare files for acceptance into Custody Mediation. This includes preparing a fact sheet and securing court appointment of a Guardian ad Litem if necessary, for each case.

III. CASE MANAGEMENT/MEDIATION SERVICES - The VENDOR's mediation staff shall maintain court files, screen and track cases, assign mediators, schedule rooms, notify parties, and manage flow of the following cases received from the COURT.

- A. In custody and visitation cases in which it deems suitable for mediation, the VENDOR will assign a contract mediator within five (5) working days of receiving the task. The VENDOR will stamp the file with the date that it received it from the COURT. Mediators are expected to complete their mediation work within forty-five (45) days of filing date, including a draft judgement entry or a report to the COURT. The VENDOR shall submit to the COURT a Vendor Case Status Sheet for each case that was not completed within the expected time frame.

- B. In post-decree abuse, neglect or dependency cases, the VENDOR will assign a mediator upon its receipt of the COURT file, subject to availability of a specially trained Guardian ad Litem (GAL) and mediator. Scheduling for such mediations will be determined by the amount of time the GAL needs to complete his or her investigation and report, but must be completed within forty-five (45) days of filing date, unless requested and approved in writing via letter or E-mail to the COURT program contact. The VENDOR shall submit to the COURT a Vendor Case Status Sheet for each case that was not completed within the expected time frame.
- C. The VENDOR will maintain contact with and respond to concerns of parties and their mediators during the time a file is maintained by the VENDOR.
- D. The VENDOR shall develop and prepare suitable judgment entries, mediation reports or other notices as appropriate for all cases referred to the VENDOR. The VENDOR shall forward all mediated parenting agreements reached by the parties to the COURT for review and approval.

#### IV. PROGRAM ADMINISTRATION

- A. Program Administration for the intake function of the Custody and Visitation Mediation Unit will include the following tasks:
  - 1. Conduct secondary review of case files sent from VENDOR's intake staff to confirm correct party information, jurisdiction, and suitability for the mediation process.
  - 2. Assign cases to mediators, prepare and send notices to mediators and parties after ensuring all necessary parties are identified and included on the intake sheet.
  - 3. While the case is in mediation, the VENDOR provides procedural information to parties and mediators. This information includes date of mailing, correct file and case number information and explaining the mediation process to interested parties.
  - 4. The VENDOR shall consult with the appropriate courtroom regarding process decisions such as courtroom referrals to mediation, case file requests, consideration of court hearings and disposition issues.
- B. Program Administration for the case management function of the Custody and Visitation Mediation Unit will include the following tasks:
  - 1. Prepare completed cases for distribution by:
    - a. Reviewing completed mediation cases for legal correctness of agreements;
    - b. Ensuring that the mediators have included all necessary forms and documents in their submission packets;
    - c. Contacting mediators to address any deficiencies in their paperwork, and;
    - d. Preparing judgment entries or mediation reports requesting hearings to the appropriate jurists.

2. When the case packages are completed, including judgment entries and reports, the Case Manager shall distribute the files, as follows:
  - a. the cases with respect to which the parties are in agreement will be sent to the assigned Judge for signature;
  - b. the cases with respect to which there is no agreement or the necessary parties have failed to appear will be returned to the appropriate courtroom to be dismissed or set for hearing by the assigned jurist.
3. When returning cases, the VENDOR shall include a distribution sheet that informs the courtrooms as to which cases they are receiving.
4. Ensure that service is perfected or a waiver of service has been completed and placed in the file prior to mediation beginning.

V. ACCOUNTABILITY - The VENDOR will maintain information through preparation of Judgment Entries and/or a monthly Mediation Reports. All information and statistics collected and reported to the COURT will enable the COURT to monitor the VENDOR'S performance. Within ten (10) days following the last day of each month, The VENDOR will submit to the COURT monthly reports to be determined by the COURT. Failure to comply with the submission of the report within the designated time frame, will cause delay in payment until the report is received. **These reports shall be sent to the COURT'S program contact person.** All information shall be counted by cases, not family units. The following items, as well as any additional information designated at a later date, must be tracked monthly in a format to be determined by the COURT:

- A. All new custody and visitation cases filed in the COURT and referred to the VENDOR and all motions to modify custody or visitation in post decree cases, including child protection cases, referred by the COURT through the intake function.
- B. Cases that are not be assigned to a mediator (screened) can include the following reasons and must be determined within five (5) working days of the case filing:
  1. The threat of domestic violence would make mediation unsafe for one or both of the parties.
  2. The courtroom has requested the file or consolidated the case with another pending matter including cases opened with Children and Family Services.
  3. A party has filed a motion for emergency temporary custody during the course of mediation.
  4. An unresolved jurisdictional issue must be decided prior to mediation.
  5. Other issues raised by parties that are beyond the scope of a custody/visitation case, i.e., retroactive child support issues, open criminal cases, child abuse, mental incapacity of parents.
- C. Cases that are not be assigned to a mediator (screened) can include the following reasons but may be determined beyond the five (5) working days of the case filing limit:
  1. A responding party did not appear, refused to appear, could not be located, or was otherwise unavailable.
  2. The GAL's investigation has raised issues which require hearing, i.e., the child is missing, the child has no caregiver, or the current placement is unsafe.

3. The cashier has requested the case file because of an NSF filing fee check. The case may be dismissed or may be returned to mediation upon payment of fee.
- D. Cases that are assigned to a mediator will have the following mediation results:
  1. Full agreement
  2. Dismissal
  3. No agreement
- E. Cases that are assigned to a mediator may only have the following mediation dispositions:
  1. Full agreement
  2. Dismissal
- F. In addition, the VENDOR will maintain a monthly log of all Mediation Intake activity, including, but not limited to; the number of telephone inquiries and the number of walk-in clients; and all activity that provides legal advice and/or assistance in preparation of legal forms and motions by tracking the number of new applications and the number of new motions.
- G. The VENDOR shall maintain such books and other records that sufficiently and accurately reflect all direct costs of any nature extended in the performance of this AGREEMENT. The VENDOR's, the County's, and the State Examiner's duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the VENDOR that are pertinent to this AGREEMENT. The VENDOR shall maintain the aforementioned fiscal records for at least five (5) years following the termination of this AGREEMENT.

#### VI. OPERATIONAL DETAILS

- A. SERVICE SITE: All other services (mediations) are provided at the VENDOR's location. Intake Services are typically provided at:
- |                       |                       |
|-----------------------|-----------------------|
| 1910 Carnegie Avenue  | 9300 Quincy Avenue    |
| Cleveland, Ohio 44115 | Cleveland, Ohio 44106 |

B. CONTACT PERSON:

VENDOR

Susan Organiscak  
Department of Justice Affairs  
Office of Mediation  
1276 West Third Street  
Cleveland, Ohio 44115  
698-4935

COURT

Dana Chavers  
Director, Court Services  
2163 East 22nd Street  
Cleveland, Ohio 44115  
443-4953

VII. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met:

OBJECTIVES

1. 69% of mediated cases referred to the VENDOR will result in a mediation disposition.
2. 75% of mediations that resulted in a mediation disposition will not come back to the COURT as official filings within 12 months of the case termination date.
3. 100% of cases will have mediators assigned to them within seven (7) working days of filing date.
4. 95% of mediators will complete their mediation work within forty-five (45) days of case filing date.
5. 100% of the walk-in inquiries will be assisted immediately by the VENDOR's intake staff.
6. The VENDOR's intake staff will review 100% case files for completeness and prepare the necessary documents to allow for Mediators to be assigned within five (5) days of Intake acceptance.

PERFORMANCE INDICATORS

1. The number of cases that result in a mediation disposition divided by the number of cases referred to the VENDOR that has a mediation result.
2. The number of cases referred to the VENDOR that resulted in a mediation disposition that did not come to the COURT as official filings within 12 months of case termination date.
3. The number of cases referred to the VENDOR that have contract mediators assigned to them within seven (7) working days of the filing date. (Excluding screened cases as listed in sections V, B & C of this AGREEMENT.)
4. The number of mediators completing mediation work within forty-five (45) days of case filing date (excluding exceptions approved by the COURT as stated in section III, B of this contract.)
5. The number of walk-in inquiries that are assisted by VENDOR's staff.
6. The length of time taken by the VENDOR's intake staff for case file processing.

VIII. BUDGET - Funding for this AGREEMENT is contingent upon the availability of these funds.

- A. The VENDOR will receive a sum not to exceed \$400,000.00 to cover all services listed in this contract, including the following schedule:

Program Administration - Intake	\$108,000.00
Program Administration - Mediation	\$108,000.00
Intake	\$ 72,000.00
Mediation	\$112,000.00

The VENDOR will receive these payments on a monthly basis upon submission of requested data and statistics to the COURT. Each sum will be exactly \$33,333.33 for the first eleven (11) months. The last month sum will be 33,333.37. No contract mediators will be reimbursed by this COURT. All services and the accompanying charges will be covered by the VENDOR.

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 AGREEMENT.

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 for the stipulated monthly amount. Monthly statistics shall accompany all invoices.

D. Payment: The COURT shall review statistics for completeness before making payment. The invoices submitted are subject to audit by the COURT.

IX. 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 AGREEMENT. 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 AGREEMENT.

X. 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.

XI. 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 individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.

XII. 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 AGREEMENT.

XIII. INSURANCE - The VENDOR shall carry any necessary or required insurance (i.e.; public liability, property damage, worker's compensation, malpractice insurance), to insure against any and all claims which may arise out of VENDOR'S operations under the terms of this AGREEMENT. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.

- XIV. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, 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.
- XV. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XVI. CONFIDENTIALITY - Products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT and State of Ohio representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes.
- XVII. AMENDMENT - This AGREEMENT 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.
- XVIII. TERMINATION - This AGREEMENT 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 AGREEMENT for services performed and expenses incurred prior to termination.
- XIX. SERVICE CONTINUITY - In the event that the funding for the PROGRAM is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XX. STATE OF OHIO ETHICS REQUIREMENTS - The VENDOR shall comply with the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements. The electronic version of the executive order is found on the web address: <http://governor2.ohio.gov/Portals/0/ExecutiveOrder2007-01S.pdf>.

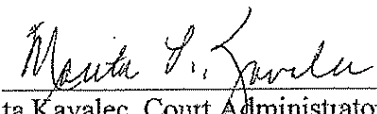


XXI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures 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 COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

Cuyahoga County Department of Justice Affairs, Office of Mediation

By:  1-11-11  
Cuyahoga County Juvenile Court

By:  1-20-11  
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

By:   
Edward FitzGerald, County Executive