

AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2012 by and between the Cuyahoga County Domestic Relations Court, (hereinafter called the "COURT") and the County of Cuyahoga, Ohio, (hereinafter called the "COUNTY") on behalf of the Cuyahoga County Department of Public Safety and Justice Services, Office of Mediation, a political subdivision of the State of Ohio, with principal offices located at 9300 Quincy Ave., Cleveland, Ohio 44115, Federal ID# 34-6000817 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct its Mediation Project. This service provides mediations and associated administrative services for the child parenting pleadings filed with the COURT. The VENDOR will provide these services from October 1, 2011 through September 30, 2012.

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

I OVERVIEW - The VENDOR will provide a trained and experienced Parenting Mediation Unit. The VENDOR shall recruit, train, supervise and evaluate two (2), (which shall be increased to three (3) in early 2012 after funding is obtained), part time qualified Mediators, who may be employees or sub-contractors of the VENDOR. The VENDOR shall respond to Mediators questions on law and procedure. The two (2), (and subsequently three (3)), part time Mediators who will be hired to regularly perform COURT'S mediation must be Attorneys who will comply with all relevant rules of The Supreme Court of Ohio, the COURT'S Local Rules, the Uniform Mediation Act, and all other appropriate Ohio statutes and rules. Substitute part time Mediators will also comply with all relevant rules of The Supreme Court of Ohio, the COURT'S Local Rules, the Uniform Mediation Act, and all other appropriate Ohio statutes and rules.

- A. 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 once the Program is established, and whenever deemed necessary during the implementation phase.
- B. The COURT will provide adequate space for the efficient operation of the Parenting Mediation Unit functions. The COURT will likewise provide phone and copy service, as well as equipment and furnishings, as available.
- C. The COURT will prepare files for acceptance into Parenting Mediation. This includes preparing an intake fact sheet and securing court appointment of a Guardian ad Litem if necessary, for each case.

II. CASE MANAGEMENT/MEDIATION SERVICES - The COURT staff shall maintain court files, screen and track cases, verify assignment of Mediators, provide rooms, notify parties, and manage flow of the following cases received from the COURT.

- A. In parenting cases in which it deems suitable for mediation, the VENDOR will assign a contract Mediator within five (5) working days of its receipt of the COURT'S intake sheet. The VENDOR will stamp the intake sheet with the date that it received it from the COURT. Mediators are expected to complete their mediation work within forty-five (45) days of the date received by VENDOR, including a draft parenting plan agreement, or a report to the COURT. The VENDOR shall submit to the COURT a Vendor Case Status Sheet for each case that has not been completed within the forty-five (45) day time frame.
- B. The VENDOR will maintain contact with, and answer concerns of parties and their Mediators during the time cases are active in mediation.
- C. The VENDOR shall develop and prepare suitable Parenting Plan Agreements, Mediation Reports, or other notices as appropriate for all cases referred to the VENDOR. The VENDOR shall forward all mediated Parenting Plan Agreements reached by the parties to the COURT for review and approval.

III. PROGRAM ADMINISTRATION

- A. Program Administration for the intake function of the Parenting Mediation Unit will include the following tasks:
 - 1. Conduct secondary review of case filings sent from COURT'S intake staff to confirm correct party information, jurisdiction, intake form sent, and suitability for mediation process.
 - 2. Assign cases to Mediators, prepare and send notices to Mediator 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 personnel regarding process decisions, such as, courtroom referrals to mediation, case file requests, consideration of Court hearings and disposition issues.
- A. Program Administration for the case management function of the Parenting Mediation Unit will include the following tasks:
 - 1. Prepare completed cases for distribution by:

- a. Reviewing completed mediation cases for legal correctness of Parenting Plan 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 Parenting Plan Agreements or Mediation Reports, requesting hearings to the appropriate Judge or Magistrate.
2. Upon completion of the mediation process, Mediator will return the case to the appropriate Judge or Magistrate along with either the signed Parenting Plan Agreement, or a Report indicating that the parties met for mediation and no agreement was reached, or they failed to appear.
- a. Cases in which the parties are in agreement are returned to the assigned Judge or Magistrate for signature;
 - b. Cases in which there is no agreement, or the necessary parties have failed to appear, are returned to the appropriate courtroom to be dismissed or set for hearing by the assigned Judge or Magistrate.
3. When returning cases, the VENDOR will e-mail the Judge or Magistrate informing them as to which case they are returning.

IV. ACCOUNTABILITY - The VENDOR will prepare a monthly Mediation Report containing the cases received that month, the cases returned that month, and the outcome of the cases returned that month. All information and statistics collected and reported to the COURT will enable the COURT to monitor the VENDOR'S performance, the VENDOR will submit to the COURT, within ten (10) days following the last day of each month, 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, needs to be tracked monthly in a format to be determined by the COURT:

- A. All parenting cases received by the VENDOR from Judges or Magistrates that month.
- B. Cases that are assigned to a Mediator (screened) can include the following reasons, and must be determined within five (5) working days of the date received by VENDOR:
 - 1. Domestic violence would make mediation unsafe for one or both of the parties.

2. Courtroom personnel have called for the case, or consolidated the case with another pending matter.
 3. Unresolved jurisdiction issue needed to be decided prior to mediation.
 4. Other issues raised by parties which are beyond the scope of a parenting case, i.e., retroactive child support issues; open criminal cases; child abuse; or, mental incapacity of parents.
- C. Cases that are 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. Responding party did not appear; refused to appear; could not be located; or, was otherwise not available.
 2. GAL investigation has uncovered issues which require a hearing, or a referral to the County Department of Children & Family Services (DCFS).
- D. Cases that are assigned to a Mediator will have one of the following **mediation dispositions**:
1. Full agreement
 2. Dismissal
 3. No agreement
 4. Screened
- E. The VENDOR shall maintain such books and other records, which sufficiently and properly 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.

V. OPERATIONAL DETAILS

- A. **SERVICE SITE**: All services (mediations) are provided at the COURT'S location:
Domestic Relations Court
1 W Lakeside Ave., Rm. 52
Cleveland, OH 44113

B. CONTACT PERSONS (for all Programmatic & Contract Issues).

VENDOR

Susan Organiscak, Manager
Department of Justice Services
Office of Mediation
9300 Quincy Ave.
Cleveland, OH 44115
Ph: (216) 698-4935
E-M: sorganiscak@cuyahogacounty.us

COURT

James L. Viviani, Court Administrator
Domestic Relations Court
1 W Lakeside Ave., Rm. 135
Cleveland, OH 44113
Ph: (216) 443-7491
E-M: jviviani@cuyahogacounty.us

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

THE OBJECTIVES (OB) ARE FOLLOWED BY THE PERFORMANCE INDICATORS (PI)

1.OB 69% of mediated cases referred to the VENDOR will result in a mediation disposition.

1.PI The number of cases that result in a mediation disposition divided by the number of cases referred to the VENDOR that have a mediation result.

2.OB 100% of cases will have Mediators assigned to them within five (5) working days of the date received by the VENDOR.

2.PI The number of cases referred to the VENDOR that have contract Mediators assigned to them within five (5) working days of the date received by the VENDOR, (excluding screened cases as listed in section V, B & C of this contract).

3.OB 90% of the Mediators will complete their mediation work within forty-five (45) days of the date received by the VENDOR.

3.PI The number of Mediators completing mediation work within forty-five (45) days of the date received by the VENDOR.

VII. BUDGET - Funding for this AGREEMENT is contingent upon the availability of appropriated funds.

A. The VENDOR will receive a sum not exceed \$75,000 per year to cover all services included in this contract when supplying two (2) Mediators, and a sum not to exceed \$112,500 per year when supplying three (3) Mediators.

B. The VENDOR will receive these payments on a monthly basis upon submission of required invoice and statistics to the COURT. Each sum will be exactly

\$6,250 per month when two (2) Mediators have been supplied, and \$9,375 when three (3) Mediators have been supplied. No Mediators will be reimbursed directly by the COURT. All Mediator services and any accompanying charges will be covered by the VENDOR.

- C. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to the commencement or subsequent to the termination of this AGREEMENT.
- D. 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.
- E. Payment: The COURT shall review statistics for completeness before making payment. The invoices submitted are subject to audit by the COURT.

VIII. 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.

IX. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated, and shall be professional, with the VENDOR'S name, address, and contact information included.

X. 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 parents, and/or VENDOR'S staff, that are served or paid in whole or in part under this AGREEMENT.

XI. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COURT, the Cuyahoga County Board of County Commissioners 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.

XII. 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 operations under the terms of this AGREEMENT. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.

XIII. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor 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.

- XIV. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XV. CONFIDENTIALITY - Products of mediation, Mediator 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 Judge or Magistrate, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes.
- XVI. 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.
- XVII. 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.
- XVIII. 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 it to the COURT.
- XIX. 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/O/ExecutiveOrder2007-01S.pdf>.

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

Cuyahoga County Ohio

Edward FitzGerald, County Executive

By: _____

Edward FitzGerald, County Executive

Date

Justice Affairs Office of Mediation

By: _____

Norberto Colon, Dep. Chief of Staff
Public Safety & Justice Services

2/3/12
Date

Cuyahoga County Domestic Relations Court

By: _____

Diane M. Palos, Administrative Judge

Date