

## **Contract**

**THIS CONTRACT** (the "Contract") is made this 1<sup>st</sup> day of January, 2013, by and between the **CUYAHOGA COUNTY, Ohio on behalf of its Division of Children and Family Services** (the "County" or "CCDCFS") and **Marty Beyer** (the "Consultant"), with offices at **2485 Bennett Creek Road - Cottage Grove, Oregon 97424**.

### **RECITALS**

**WHEREAS**, the County issued a Informal Request for Proposal (Informal RFP- #25664) for the selection of an entity to assist CCDCFS with Training for Supported Visits ("the Project"); and

**WHEREAS**, Consultant submitted a proposal to perform the Project, a copy of which is attached hereto as Exhibit A (the "Proposal"); and

**WHEREAS**, Consultant was found by CCDCFS to be qualified to perform the Project and the Proposal has been accepted by the CCDCFS.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CCDCFS and Consultant hereby agree as follows

### **ARTICLE 1.**

#### **AGREEMENT, TERM, PERFORMANCE**

**1.1. Agreement.** By execution of this Contract, the CCDCFS agrees to purchase from Consultant and Consultant agrees to provide to the CCDCFS those services described in the Proposal, in accordance with the terms of this Contract. In the event of a conflict between any provision of this Contract and any provision in the Proposal, the terms and conditions of this Contract, shall control.

**1.2. Term.** The term of this Contract (the "Term") shall commence on January 1, 2012 (the "Effective Date") and end on December 31, 2013 (the "Completion Date"); In the event Consultant is, for any reason, unable to start the work described herein on the Effective Date, then the Consultant shall immediately notify the CCDCFS Administrator or the CCDCFS's designee (the "Project Manager"). The Term is subject to prior termination in accordance with Section 1.2 and Article 5, below.

**1.3. Satisfactory Performance of Duties.** Notwithstanding any other provision of this Contract, this Contract shall continue only for such time as the services rendered by Consultant are satisfactory to the CCDCFS, in its sole discretion.

End of Article 1

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**ARTICLE 2.**  
**SCOPE of WORK**

**2.1 Generally.** Consultant acknowledges that the Project is to assist CCDCFS in training for supported visits as noted in Section II of the Proposal.

**2.2 Scope of Work.** Consultant shall perform the Project in accordance with Proposal and instruction from CCDCFS.

**2.3 Deliverables.** Upon completion of the Project, and on or before the Completion Date, Consultant shall provide the training and ancillary services as set forth in Informal RFP and Proposal.

**2.4 Access to Information.** The Consultant will request any and all information that it reasonably determines necessary to perform the Project.

**2.5 Times of Performance.** To the extent that the performance of this Contract requires Consultant to be at the County's designated office, Consultant shall have access to same on any Business Day (as defined below). All other Project services required to be performed may be performed at such times determined to be appropriate by Consultant. Consultant shall devote the required time, ability, and attention to the duties set forth herein in order to complete the Project pursuant to the terms of this Contract. For purposes of the Contract, "Business Day" means between the hours of 8:30 a.m. and 4:30 p.m. on any day the County's offices are not authorized or required to be closed for business; any reference herein to "day" or "days" rather than "Business Day" shall mean a calendar day.

**2.6 Subcontracting.** No portion of the Project may be subcontracted by Consultant absent the written consent of the Project Manager.

**2.7 Work Space.** At the commencement of this Contract, Consultant shall have the option to utilize furnished work and office space at a location designated by the CCDCFS. Consultant shall also be permitted to work from a home office.

**End of Article 2**

**ARTICLE 3.**  
**COMPENSATION & RETAINAGE**

**3.1 Compensation.** In consideration of Consultant performing the Project as set forth herein, Consultant shall receive compensation under this Contract in accordance with this Contract in an amount not to exceed \$7968.00 (the "Compensation"). The Compensation is inclusive of all services described in the Proposal, including travel and out-of-pocket expenses.

**3.2 Rate of Compensation.** During the Term, the CCDCFS shall pay Consultant based on actual time devoted to the Project in accordance the following:

each full day of training (8 hours) \$1,377.60 per day (inclusive of all costs); and all other services on a per hour basis at a rate of \$120.00 per hour, with billing in tenths of an hour; as long as the services provided are satisfactory to CCDCFS, in its sole discretion. The total amount available for training services is \$6,888.00. The total amount available for all other services is \$1,080.00 which will purchase 9 hours of service.

**3.3 Invoicing.** Consultant shall invoice the County every 30 days (an "Invoice"), for Project services performed during the period shown on such invoice. County agrees to notify Consultant within 10 Business Days of receipt of an Invoice in the event the Fiscal Officer or Project Manager determines additional information is required to approve an Invoice. Consultant agrees to provide the County such additional information as the County may reasonably request to justify the hours and charges shown on an Invoice for the purposes of approving same. The County reserves the right to reject any Invoice in the event such requested information is not provided.

**3.4 Payment.** The County shall endeavor to pay any approved Invoice within 30 days of its approval.

**3.5 Maximum Dollar Amount.** The amounts paid under this Contract may not exceed \$7,968.00, which is considered the "Maximum Dollar Amount" of the Contract. This Contract shall not be construed as a guarantee by CCDCFS that Provider will be paid the Maximum Dollar Amount.

**3.6 Time Period for Invoicing.** All invoices must be provided to CCDCFS on or before the 15th day of the month following the delivery of the service. Invoices received after that date may, in the discretion of CCDCFS be denied, as untimely. In no event may an Invoice be submitted after sixteen days following the "Completion Date."

End of Article 3

#### **ARTICLE 4.**

#### **ADDITIONAL REPRESENTATION AND COVENANTS OF CONSULTANT**

**4.1 Status of Consultant.** The relationship of Consultant to the County shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. Consultant will be solely responsible for reporting, withholding and/or paying all employment-related taxes, payments and/or withholdings, including, but not limited to federal, state, and local income taxes, social security, Medicare, unemployment or disability insurance and Worker's Compensation Insurance.

**4.2 Prior Agreements.** Consultant represents that it has disclosed to the Project Manager any employment agreements and/or any other agreements which impose any restrictions on Consultant in performance of the Project. Consultant

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represents that he is under no obligation which in any manner may prohibit and/or restrict his authority to sign this Contract and/or to perform the Project.

**4.3 Confidential Information.**

**4.3.1 County Information.** Consultant shall not, during the Term, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any information related to the County's process or systems not generally known in the industry which was disclosed to or acquired by Consultant as a consequence of or through the performance of this Contract; including, without limitation, information regarding the County systems, data base, processes, and related matters, and also includes information relating to research, development, procedures and manuals.

**4.3.2 Third-Party Information.** Consultant represents that he/she has not disclosed and will not disclose any confidential and proprietary information belonging to a third party, without first obtaining the written consent from the third party and the Project Manager.

**4.4 Ownership of Data.** Consultant shall hold in a fiduciary capacity for the benefit of the County all information obtained by Consultant in performance of the Project which may be directly or indirectly related to the business of the County.

**4.4.1** All data collected in conjunction with the Project shall remain the property of the County and no use or copying of such data shall be made except in connection with this Contract without the written permission of the Program Manager.

**4.4.2** To protect the interests of the County, Consultant agrees that during or after the termination of this Contract, all documents, records, notebooks, computer files, and similar repositories containing such information, including copies of such items then in Consultant's possession or work area, whether prepared by the County or others, are the property of the County and shall be returned to the County. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of the County, whether prepared by Consultant or otherwise coming into his/her possession, shall remain the exclusive property of the County and shall not be removed from the County office under any circumstances without the prior written consent of the Program Manager. However, personal notes of the Consultant, as well as any and all documents created by the Consultant which are not shared with the County, remain the property of the Consultant.

**4.4.3** Consultant shall not at any time use any information, data, computers, computer generated data or any other form of information which he/she may have access to as a result of this contract for the purpose other than the performance of this Contract.

4.4.4 All final written documents, including drafts submitted to CCDCFS, are the sole property of CCDCFS and Consultant waives any and all claims to the materials, including claims of ownership of the design of the document and copyright. The final document will not include a logo or other reference to the Consultant. CCDCFS reserves the right to determine the design of the final document.

4.5 **Indemnification.** Provider agrees to indemnify and save harmless the County against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of Provider, its officers, agents, or employees of either while engaged in the performance of this Agreement.

End of Article 4

## **ARTICLE 5.**

### **TERMINATION**

5.1 **Termination for Cause.** If Consultant willfully breaches or habitually neglects the duties required to be performed under this Contract, the CCDCFS, in its sole discretion, may immediately terminate this Contract by giving written notice of termination to Consultant without prejudice as to any other remedy to which the County may be entitled either at law, in equity, or under this Contract.

5.2 **Termination for Convenience.** Either party, by thirty (30) days written notice to the other, may terminate this Contract at any time for any reason.

5.3 **Option to Terminate if Consultant Permanently Disabled.** If Consultant becomes temporarily or permanently disabled such that, in the CCDCFS's reasonable discretion, Consultant will be unable to complete the Project by the Completion Date, the CCDCFS may terminate this Contract by giving written notice of termination to Consultant.

5.4 **Effect of Termination on Compensation.** In the event this Contract is terminated in accordance with this Article 5, Consultant shall be entitled to compensation earned for completion of any portion of the Project prior to the date of termination in accordance with Article 3. In such event, Consultant shall be entitled to no further compensation.

End of Article 5

## **ARTICLE 6.**

### **GENERAL PROVISIONS**

6.1 **Public Comment.** Consultant acknowledges that he/she has been expressly advised and agrees that the CCDCFS or, if so designated by the CCDCFS, the Project Manager is the official spokesperson for the CCDCFS before the public and news media. Therefore, any invitations to comment publicly regarding any matter which

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6.5.3 Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the Parties agree to the exclusive jurisdiction and venue of such court to resolve same.

6.6 **Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall pay their own attorneys' fees and costs.

6.7 **Expense Reimbursement.** There are no expenses for which Consultant will be reimbursed.

6.8 **Entire Agreement.** This Contract supersedes all other oral and written agreements between the parties and this Contract contains all of the covenants and agreements between the parties.

6.9 **Electronic Signature.** The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Contract shall have the same legal effect as if that signature was manually affixed to a paper version of this Contract. The Parties also agree, 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.

**End of Article 6**

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**IN WITNESS WHEREOF**, the Parties have each caused their duly authorized representatives to execute this Contract as of the date set forth below.

**CUYAHOGA COUNTY, OHIO**

Edward FitzGerald, County Executive

*Ed FitzGerald/apc*

2013-02-01 11:38:50

Date: \_\_\_\_\_

By: Edward FitzGerald, County Executive

*Marty Beyer, Ph. D.*

By: Marty Beyer

Date: 11/20/12

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**Exhibit A**  
**Proposal**



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**MARTY BEYER, Ph.D.**  
2495 Bennett Creek Road  
Cottage Grove, Oregon 97424  
703-966-8336  
martbeyer@aol.com

**CONSULTANT/TRAINER PROPOSAL**  
Bid Solicitation 25664

***Cuyahoga County Division of Children and Family Services  
Supported Visit Pilot Program***

Family visits with children in out-of-home care are an underutilized service that can be the most significant assistance the child welfare agency provides for safe reunification. Although research correlates visits with return home and shorter foster care placement, in most child welfare systems visits are rarely more than a weekly encounter in an office.

Visit Coaching is fundamentally different from supervised visits. The visit coach assists the parent in making a plan for their family time, focusing on their children's needs. The coach is actively involved during the visit in supporting the parent in meeting their children's needs and keeping their feelings from undermining their focus on their children.

Visit Coaching includes:

- Helping parents articulate their children's needs to be met in visits
- Preparing parents to respond to their children's feelings and behaviors
- Helping parents plan to give their children their full attention at each visit
- Building on the parent's strengths in responding to their children, including appreciating cultural differences in families
- Helping parents cope with their feelings in order to (a) visit consistently and (b) keep their anger and depression out of the visit
- Connecting what the parent is learning in coached visits about meeting their children's needs and the reason their children entered care

Visit coaching has been successfully implemented in public and private agencies and family visit centers in communities around the country. Visit coaching training has included staff from public and private agencies, caseworkers, case aides, MSW interns, parenting class teachers, therapists, foster parents, CASAs and others, often together in interagency groups.

**PROPOSED ACTIVITIES: Cuyahoga County Supported Visit Program**

I propose conducting a series of training activities and technical assistance for

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## **CCDCFS's Supported Visit Program.**

### **A. Training**

#### **1. Two days of training for visit coaches**

My 2-day curriculum for Visit Coaching can include the following topics, and I would collaborate with DCFS staff to tailor the training to fit the Cuyahoga County Supported Visit Pilot Program:

Principles of Visit Coaching

Helping parents plan their coached visits

A developmental perspective: visits planned to meet children's needs

Parents' issues vs. children's needs

Building on a parent's strengths

Visit coaching techniques

Attachment building

Visit coaching with teens

Involving foster parents/kin

Connecting visits to permanency

Visit coaching logistics: planning and debriefing visits

In the 2-day training I use DVDs and role playing so visit coaches can practice this different way of supporting parents in planning their visits to meet their children's needs and keeping their own issues from interfering with doing so when they are with their children. Role-playing and discussion include strengthening the visit coaches' flexible use of such skills as: modeling how to respond to their children's needs, encouraging parents to play with their children, supporting parents with cognitive limitations, having empathy for their struggles, and empowering parents to take charge of their family time.

#### **2. One day of overview training for all CCDCFS social work staff**

Social workers who are not trained to be visit coaches must understand the visit coaching method so they can collaborate with the visit coaches and make optimal use of feedback from the visit coaches about how the parents meet their children's needs during visits. Supervisors, foster parent trainers, community stakeholders and others can also be included. Three 2 1/2-hour sessions with the same agenda will be offered so all staff can attend.

#### **3. One day of training of CCDCFS trainers**

Selected staff will become trainers of Visit Coaching by (a) participating in the 2-day training of visit coaches, (b) attending one of the 3-hour overview sessions, (c) visit coaching with at least one family, (d) presenting their visit coaching experience at a learning community (see below), and (e) participating in a 1-day training of trainers session using my Visit Coaching curriculum.

### **B. Technical Assistance**

#### **1. One day of learning communities of visit coaches (on site)**

After the 2-day training, each visit coach will coach at least one family,

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starting with preparing the family for their visit, coaching the family during their visits, debriefing with families after their visits, and having a meeting with the parent and caseworker after a series of coached visits. At that point, I would return to Cleveland for a day of learning communities of visit coaches and their supervisors. This is the opportunity for the coaches to apply their training and discuss practical questions.

**2. Five hours of learning communities of visit coaches (telecommunication)**

The same learning communities of visit coaches will have videoconference or phone conference calls with me to present additional challenges in visit coaching, ideally two groups for about 1 1/2 hours each monthly for two months.

**3. Four hours of assistance with implementation and program evaluation**

In a series of phone calls, I will collaborate with CCDCFS and its stakeholders to assist in (a) the implementation of Visit Coaching; (b) ensuring visit coaching fits well with Child and Family Teams and other local parent engagement initiatives; and (c) developing written forms and an evaluation method for the Supported Visit Pilot Program.

**MY EXPERIENCE**

I developed Visit Coaching. I am a clinical/community psychologist with a Ph.D. from Yale University. I assisted in statewide reforms of child welfare in Oregon and Alabama, documented in Making Child Welfare Work (a 1998 publication of the Bazelon Center for Mental Health Law). The child welfare practice I helped design in both states was published in my Strengths/Needs-Based Service Manual (National Resource Center for Family Centered Practice, 1999). In addition to my Visit Coaching work, I am assisting Los Angeles County, California in a strengths/needs-based practice model for designing services for children in foster care.

My initial work in Visit Coaching was published as "Visitation as a Powerful Child Welfare Service" (The Prevention Report, Spring, 1999). In 2002, I started working with ACS, the New York City child welfare system, to implement Visit Coaching. I trained visit coaches in contract foster care agencies as well as assisting ACS administrators implement other visit practice changes. I published my Visit Coaching manual and used it for training.

I have used the Visit Coaching training curriculum I developed to help public and private agencies and states implement Visit Coaching. My articles "Visit Coaching: Building on Family Strengths to Meet Children's Needs" (Juvenile and Family Court Journal, 2008) and "Exploring Options for Better Visiting" (with Meghan Williams in Children's Voice, Child Welfare League of America, Jan/Feb 2009) increased national interest in Visit Coaching.

I have provided training in Visit Coaching in New York, Vermont, Maryland, Louisiana (through the National Resource Center for Permanency and Family Connections at Hunter College School of Social Work-US HHS/ACF Children's Bureau), Hawaii, Arizona, Colorado, Texas and Connecticut (through the federal Zero to Three program), Pennsylvania, Wisconsin, California, Oregon, and Bermuda. In addition to the 2-day training, I have consulted with public and private agencies on how to implement their Visit Coaching program and have assisted them in overcoming challenges

encountered, usually with insufficient staff to provide Visit Coaching to keep up with demand.

Improving visits is a national goal in child welfare. I have been asked to present Visit Coaching at numerous conferences, and I did a national webinar on Visit Coaching. I have encouraged the development of a randomized study of Visit Coaching at the University of Arizona and evaluation of Visit Coaching outcomes in Vermont and Colorado. So far, there is little data about this approach, but the anecdotal evidence from numerous sites is that families who receive Visit Coaching are able to safely reunify with their children more quickly than families with traditional visits and that visit problems are dramatically reduced.

#### **PROPOSED BUDGET**

January 1 - December 31, 2013

#### **ON SITE 5 days @\$1,000/day plus expenses=\$6,888)**

Visit #1: 3 days

2 days of training for visit coaches

1 day of overview training for all CCDCFS social work staff

3 days @\$1,000/day

Roundtrip airfare from Eugene, Oregon to Cleveland, Ohio (about \$600)

3 hotel nights (about \$375)

Parking in Eugene airport (about \$36)

Visit #2: 2 days

1 day of training of CCDCFS trainers

1 day of learning communities of visit coaches

2 days @\$1,000/day

Roundtrip airfare from Eugene, Oregon to Cleveland, Ohio (about \$600)

2 hotel nights (about \$250)

Parking in Eugene airport (about \$27)

#### **OFF SITE: 9 hours @\$120/hours=\$1,080**

5 hours: learning communities of visit coaches

4 hours: assistance with implementation and program evaluation

**Total \$7,968.00**

Note: The Informal Request for Proposal gave a total budget limit of \$8,000. To keep to this budget, I gave a daily rate lower than most consultants, did not include food costs on-site, assumed finding low-cost airfare and hotels, and reduced both the number and length of overview sessions for case-workers; in addition I cut the off-site technical assistance which I originally projected at 16 hours @\$125/hour. To do this project as I wanted (and envisioned in the Informal Request for Proposal which suggested two days for overview sessions and two days of technical assistance) would have required a budget of \$8,000 for 8 days of training/technical assistance plus expenses, a total of \$10,325.

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#### **PROJECT MANAGEMENT**

I am a clinical psychologist working as an independent national child welfare and juvenile justice consultant. I work on my own with no staff, and I am not part of a larger organization. I will collaborate with the CCDCFS, but no one else would work on this contract with me. At any one time, I have several similar contracts and have complete control over planning, implementation and spending. I will prepare invoices and any progress reports required by the County myself.