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GILA COUNTY
www.gilacountyaz.gov

**PROFESSIONAL SERVICE CONTRACT NO. 050715
MEDIATION SERVICES**

I. General Statement

Professional Services Contract No. 050715 is between the **Superior Court in Gila County**, hereinafter called the Court, and **Carolyn Clark of Flores & Clark, LLC**, hereinafter called the provider, for provision of Conciliation Court Mediation services from **July 1, 2015, to June 30, 2016**. The provider has a professional duty to the Court to comply with Supreme Court requirements per Arizona Code of Judicial Conduct. The provider must also provide conciliation for Superior Court, mediation for Superior Court, and mediation for Gila county Justice Courts.

By signing this contract, the provider agrees to maintain the credentials necessary to practice Mediation/Conciliation/Facilitation/Parenting Education Classes, in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The provider has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, and attend meetings with the Court throughout the term of this contract.

The provider, in the event of conflict, is obligated to identify, arrange, and provide a qualified, substitute mediator approved by the Court.

II. Terms of Agreement

- A. **Period Covered:** It is understood between the undersigned provider, **Carolyn Clark of Flores & Clark, LLC**, and the **Superior Court of Gila County**, that the provider will provide mediation services from **July 1, 2015, to June 30, 2016**. The provider is expected to complete any assignments made during this time.
- B. The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.
- C. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause.

III. Compensation, Costs, and Billing Procedures

Compensation: The provider agrees to provide mediation services pursuant to this agreement for the sum of **SEVEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS (\$7425.00) PER MONTH**, for a total of **EIGHTY NINE THOUSAND, ONE HUNDRED DOLLARS (\$89,100.00) PER YEAR**, subject to the terms of this contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. If the provider is not able to provide services for the full-term of the contract, compensation will be pro-rated based on the portion of the year the contract was in effect.

IV. Specific Duties of the Provider

- A. **Parent Education Program:** This program shall be a minimum of two hours and a maximum of six hours. The program length shall be adequate to cover the program material. To the extent that the provider has the resources, the program shall be available at flexible times, including evenings and weekends, and be offered in the early domestic relations litigation process.
 - 1. All programs shall include, but not limited to, information which relates to the impact of divorce or separation, family restructuring, and judicial proceedings on the children involved.
 - 2. Parent Education programs may be presented by audio visual media approved for educational use by the Administrative Office of the Courts (AOC).
 - 3. Provider should employ reasonable efforts to provide a comfortable and safe environment for participants attending the program. The Court and County have rooms reserved for this purpose if the provider wishes to use them.
 - 4. Provider shall demonstrate proof of continuing professional public liability insurance in an amount approved by the Court and shall submit a Certificate of Insurance, naming Gila County and the Superior Court as the Certificate Holders as well as additional insureds.
 - 5. Provider and program facilities shall comply with the American Disabilities Act to enable persons with disabilities to participate in the program.
 - 6. Provider shall provide a certificate of completion to each participant. The certificate of completion shall be in a form acceptable to the Court, and, at a minimum, shall

include the court case number, the date of attendance, the participant's name, and the name, address, and telephone number of the provider.

7. Participants who are adverse parties in the same court case shall attend different classes unless participants request attendance in the same class. Any such request will be made in writing, signed by both parties, and both signatures notarized.
8. Provider and presenters shall not solicit participation for other services.
9. Provider must provide at least two programs per month in Globe and two programs per month in Payson as needed.
10. Administration of the program will include the following:
 - a. Schedule of programs.
 - b. Registration of parents for programs.
 - c. Preparation of class materials, handouts, and certificates.
 - d. Preparation of the provider's portion of the annual report to the Arizona Supreme Court.
 - e. Function as liaison between the Arizona Supreme Court Parent Education Specialist and the Arizona Supreme Court.
11. Presenter Qualifications: At least one presenter involved in conducting each program shall have a graduate degree in child development, family life education, marriage and family therapy, psychology, social work, counseling or a closely related field, from an accredited college or university. Any other presenters, if used, shall have a minimum of a bachelor's degree with a major in a closely related field. All presenters shall have experience working in the areas of domestic relations, family restructuring, child welfare, family dynamics and training in domestic violence issues.
12. Presenters shall take into account the lingual and/or cultural needs of the students.

B. Conciliation and/or Mediation Services for Superior Court and/or Mediation Services for Justice Courts:

1. Conciliation services can include up to three conferences per case with the parties when a Petition for Conciliation has been filed pursuant to A.R.S. 25-381.01 et seq.
2. Mediation includes provision of services regarding dissolutions/legal separations with minor children; paternities when the father requests custody or access; cases specifically referred by the Court; and upon petition by a parent and ordered by the Court.
3. Grandparent's rights cases ordered by the Court.
4. Cases ordered by either the Globe Regional Justice Court or the Payson Regional Justice Court.
5. Provider must also administer conciliation and mediation services including:
 - a. Scheduling of meetings, including preparation of documents for the Court file and notification to parties.
 - b. Preparation of monthly and annual statistical reporting to the Courts indicating, at a minimum, the number of cases referred, number of sessions held, and percentage of cases in which an agreement was reached.

- c. Meet with the Presiding Judge, Justice(s) of the Peace, and others as necessary to coordinate provision of services.
- d. Preparation of correspondence and written agreements.
- e. Secretarial work for all areas covered by the contract.

C. Facilitation and/or Mediation in Dependency Cases:

1. Provider shall be available to provide facilitation for Pre-Hearing Conferences in new dependency cases at least once a week in Globe and once a week in Payson. Sometimes multiple Pre-Hearing Conferences will be held on the same day.
2. Facilitation involves assisting the parties, their attorneys, and any interested parties reach an agreement in the areas of placement of the child, visitation between the parents and child, and services provided, all while considering the best interest of the child.
3. Provider must provide services of mediation when adjudication of dependency is contested and prior to the development of a permanency plan.
4. Provider shall prepare written agreements and present them to the Court.

D. Billing Procedures for Services Provided for Indigents:

1. Submission and Payment: The provider shall submit a monthly invoice for each month's services. Payment is to be made after the month's service has been completed.
2. Statistical Report: The Court requires the provider to prepare a statistical report summarizing mediation services each month. Invoices are to be submitted only after the previous month's statistical report has been completed and attached to the invoice.
3. The statistical report is due by the 10th of each month for the preceding month's activity.

Procedural matters covered by this agreement may be modified during the term of this contract as necessary. The provider will be notified of procedural changes, if they occur.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050715

APPROVED:

Michael A. Pastor, Chairman of the Board



Carolyn Clark of Flores & Clark, LLC,
Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge