

M.A.R.C.H. Inc. 2 S. Water St., Liberty, MO 64068

Phone: 1-800-595-9750 Fax: 816-708-2715 Email: dkuhlman@marchmediation.org

**Contract for Mediation Services (FSD IV-D cases)**

M.A.R.C.H. Incorporated has received a grant to operate the M.A.R.C.H. mediation program. Beginning October 1, 2022, MARCH will refer eligible parents for mediation with qualified mediators.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_meets the qualifications listed below, and wishes to provide services on referral for the M.A.R.C.H. mediation program.

Mediator acknowledges possession of the following credentials and will provide certificate of completion or written affidavit attesting to the completion of the following training programs:

Core Mediation skills course:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Trainer(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date training completed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Domestic Mediation skills course:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Trainer(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date training completed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

--Minimum 40 hours mediation training required total. Attach copies of the Certificates of Completion.--

Domestic Violence Training

Name of Trainers(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date training completed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

--Minimum 8 hours Domestic Violence training required.--

Mediator will be compensated at the rate of $500.00 per case if mediation services (15 minutes to 4 hours) are delivered. There will be a $100 reimbursement for time when parties no-show. Fees will be paid to the mediator as soon as possible after the submission of an invoice and mediator report forms.

Invoice for services and Mediator Report must be uploaded to MyCase within thirty (30) days of completing services. No mediation invoice will be paid submitted after September 30 in any year when the mediation occurred in the prior 12 months.

It is agreed that the mediator shall perform the duties under this agreement as an independent contractor to M.A.R.C.H. Inc. The mediator is not to be deemed as an employee of M.A.R.C.H. Inc. and shall not have or claim any right arising from employee status. The mediator has the sole discretion to determine the manner in which mediation services are to be scheduled and conducted in conformity with M.A.R.C.H. Inc. program policy and guidelines. M.A.R.C.H. Inc. specifically reserves the right to terminate this agreement if the mediator fails to comply with program guidelines.

No amounts will be withheld from the mediator’s compensation for taxes. Please provide the following information for reporting on I.R.S. form 1099:

Name in which payment is to be made: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator’s Tax ID No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator Contact Information

Primary address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator shall conduct mediation from a location which is accessible to persons with a disability or has access to facilities which comply with current Americans with Disabilities Act Standards.

Please list the Missouri Circuits/Counties in which the mediator can provide mediation services:

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Mediator will perform the following services in connection with cases referred for mediation services.

1. Mediator will maintain a policy of professional liability insurance covering mediation services and the mediator will provide M.A.R.C.H. Inc. with a copy of the declaration page from said policy or other proof of professional liability insurance covering mediation services. The undersigned mediator consents to the release of information from the professional liability insurance carrier for the purpose of determination of

compliance with the above insurance requirements. The mediator agrees to notify M.A.R.C.H. Inc. immediately upon termination or lapse of the policy of professional liability insurance. The mediator further agrees that payments on invoices for mediation services may be withheld until proof

of compliance with this paragraph is received by M.A.R.C.H.

a. Name of carrier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Address of carrier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Mediator agrees to comply with the M.A.R.C.H. policy manual in the delivery of mediation services.

3. It is the goal of the M.A.R.C.H. program to complete mediation services within sixty (60) days from the date of request or court order for services. Mediator will schedule mediation sessions with the parents in a timely manner, and at the convenience of the parents when possible.

4. Mediator agrees to ensure that both parents are notified of the time, date, method, and place scheduled for the initial session by phone and in writing (e.g., mail, email, text) in advance.

5. When the mediator is unable to make contact with participants within ten (10) days of receiving a referral, the mediator will immediately notify M.A.R.C.H. via MyCase messaging.

6. The mediator agrees to notify M.A.R.C.H. via MyCase messaging of the date, time, method and place of the mediation session as soon as it is scheduled.

7. Mediator shall reduce to writing any and all agreements of the parents and provide a copy to them within fifteen (15) days after conclusion of mediation. Parents shall also be provided with a copy of the Form 14 Calculation used during mediation.

8. When parents are interested in formalizing their agreement into a court order, the mediator will upload necessary paperwork to MyCase for the M.A.R.C.H. Contract Attorney. Upload a copy of any prior judgment or relevant documents if available. If parents are requesting a new court order, the mediator will have the parties designate the parent responsible for filing.

9. Mediator agrees to advise mediation participants of the M.A.R.C.H. Guidelines of Mediation and will ensure that the parties acknowledge receipt of said rules. Mediator may use the M.A.R.C.H. form agreement or may incorporate those terms in a form designed by the mediator. The mediator shall maintain a signed copy of Guidelines of Mediation in the parents’ file or provide some proof that the participants have acknowledged receipt and review of said guidelines.

10. For the purposes of the M.A.R.C.H. Program, mediator agrees to report suspected child abuse and/or neglect in accordance with RSMo §§210.110 et seq. and to inform participants that this is an exception to the confidentiality provisions of the mediation process.

Signed this \_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

Mediator signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Dawn E. Kuhlman, MA, Executive Director Date