Online Mediation of Parental Responsibility and Child Support Disputes

Objective: To assist parents in resolving their disputes relating to allocation of parental responsibilities and child support, including arrears, and, in so doing, to provide relief from case backlogs to courts and Child Support Services/Child Support Enforcement agencies throughout Colorado. There are three main service plans:

1. Agency refers clients to CCC, and parties pay the administrative fee for mediation ($79/party for up to two (2) hours of mediation time);

2. Agency sends referrals to CCC and pays full administrative fee for parties ($148 for one session of up to two (2) hours); or

3. Agency enters a contract with OvalOptions where Agency agrees to pay a fixed amount for an agreed-upon number of referrals (e.g., up to XXX referrals/year).

Mediation Service Options: OvalOptions will provide volunteer mediators through its Colorado Conflict Clinic (CCC) program to facilitate the resolution of disputes relating to allocation of parental responsibilities and child support using one of the below proposed processes. Mediations will take place using the Zoom platform unless other previous arrangements have been made to participate by phone.

1. Agency refers clients to CCC.
   a. Parties pay fixed administrative fee ($79 each) for one session of up to two (2) hours of mediation time prior to the mediation date. Parties may purchase additional two-hour blocks at the same rate if needed.
   b. Parties will be required to sign and return an Agreement to Mediate to OvalOptions prior to the beginning of the scheduled mediation.
   c. If the parties reach an agreement, the mediators will assist the parties in drafting a memorandum of understanding (MOU) or other appropriate documentation as well as completing child support worksheets if necessary.
   d. If an agreement is reached, parties will receive copies of the final, executed agreement/MOU and supporting paperwork, if required, to share with Agency.
   e. All parties will be emailed a closure letter/proof of participation in mediation after completion of the mediation.
   f. OvalOptions will not share any information directly with referring Agency. This will be the responsibility of the parties.
2. Agency sends referrals to CCC and pays full administrative fee for parties to OvalOptions. Agency may use grant monies, and OvalOptions can assist Agency in the grant application and reporting processes.

a. Agency pays full cost of mediation time ($148 for one session of up to two (2) hours length) whether parties reach an agreement or not. If parties require more mediation time, Agency will be billed for additional time in two-hour blocks at the same rate.

b. Parties will be required to sign and return an Agreement to Mediate to OvalOptions prior to the beginning of the scheduled mediation.

c. If parties reach an agreement, the mediators will assist the parties in drafting a memorandum of understanding (MOU) or other appropriate documentation provided/identified by Agency as well as completing child support worksheets if necessary.

d. Agency will be charged if either or both parties fail to appear for their scheduled mediation. Parties may reschedule once without Agency begin charged a second time.

e. If an agreement is reached and with parties' permission, OvalOptions will send a copy the final, executed agreement/MOU and any required supporting paperwork to Agency. Parties also will be sent copies.

f. All parties and Agency will be emailed a closure letter/proof of participation in mediation after completion of the mediation.

g. OvalOptions will not share any additional information regarding any specific mediation with referring Agency.

3. Agency enters a contract with OvalOptions. Agency may use grant monies and OvalOptions can assist Agency in the grant application and reporting processes.

a. Agency will pay a fixed amount for an agreed-upon number of referrals (up to XXX referrals per year).

b. Parties will receive as much mediation time as needed.

c. Parties will be required to sign and return an Agreement to Mediate to OvalOptions prior to the beginning of the scheduled mediation.

d. OvalOptions will collaborate with Agency to ensure mediations are focused on Agency's priorities.

e. If parties reach an agreement, the mediators will assist the parties in drafting a memorandum of understanding (MOU) or other appropriate documentation provided/identified by Agency as well as completing child support worksheets if necessary.

f. If an agreement is reached, parties will receive copies of the final, executed agreement/MOU and supporting paperwork.

g. All parties will be emailed a closure letter/proof of participation in mediation after completion of the mediation.

h. OvalOptions will provide the following to Agency:

      i.   Documentation about efforts to contact parties

     ii.   If an agreement is reached and with parties' permission, a copy the final, executed agreement/MOU and any required supporting paperwork

   iii.   A closure letter/proof of participation in mediation after completion of the mediation

   iv.   Trainings, outreach, etc. at an agreed-upon frequency

    v.   Quarterly and annual reports on mediation outcomes and other previously agreed-upon data.

      i.   OvalOptions will not share any additional information regarding any specific mediation with contracting Agency.

4. Other agreements can be negotiated based on Agency's needs.

Additional Services: OvalOptions remains available for other services. Civil (non-domestic) disputes with less than $25,000 at stake may qualify for Colorado Conflict Clinic's fixed administrative fee of $59/party for up to two (2) hours of mediation. Our cost for mediation of other case types is $200/hour and is typically divided between the parties.