County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

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Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 13, 2008

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

THE DEPARTMENT OF COMMUNITY AND SENIOR SERVICES: APPROVAL OF FISCAL YEAR (FY) 2007-08 APPROPRIATION ADJUSTMENT FOR DISPUTE RESOLUTION PROGRAM (DRP) AND AMENDMENTS TO EXTEND THE DISPUTE RESOLUTION PROGRAM FOR FY 2008-09 (ALL DISTRICTS AFFECTED) (4-VOTES)

SUBJECT

The Department of Community and Senior Services (CSS) is requesting approval to amend current Dispute Resolution Program Service Providers' contracts to extend the contract term for an additional 12-month period from July 1, 2008 through June 30, 2009, at the funding level of $2,572,896, and to obtain approval for an appropriation adjustment in the amount of $139,000 to meet contractual obligations with contractors for the remainder of FY 2007-08.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Appropriation Adjustment of $139,000 to provide funding for DRP for the remainder of FY 2007-08. (Attachment I)

2. Approve the funding allocations to continue DRP services in the amount of $2,572,896, to the currently funded service providers in the amounts shown on Attachment II and extend contracts for a period of 12-months commencing July 1, 2008 through June 30, 2009.

3. Delegate authority to the Director of CSS, or designee, to execute the contract amendments substantially similar to Attachment III, with the 14 service providers indicated on Attachment II, in the amounts indicated for the continued provision of DRP services. The amendment will extend the contract term for an additional 12-month period July 1, 2008 through June 30, 2009.

4. Delegate authority to the Director of CSS, or designee, to execute contracts amendments to increase or decrease original contract amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 25 percent of the original contract amount; (b) approvals of County Counsel and the Chief Executive Office (CEO) are obtained prior to any such amendment; and (c) the Director of CSS, or designee, confirms in writing to the Board of Supervisors and the CEO within 30 days after such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DRP provides dispute resolution services through mediation, conciliation, arbitration, and facilitation. The types of disputes include, but are not limited to: landlord and tenant, business and business, consumer and merchant, neighbor and neighbor, employer and employee, minor criminal matters, personal injury, ethnic/racial conflict, victim and youth offender, and family relations.

The request for an appropriation adjustment is needed to cover the FY 2007-08 DRP and will increase the current appropriation from $2,200,000 to $2,339,000 to allow contractors to provide the contracted level of service.

The request for one-year contract extensions with 14 current service providers will enable CSS to continue the operation of DRP for FY 2008-09. The DRP Service Providers' contracts will expire on June 30, 2008. CSS is recommending an extension of the current DRP contracts to avoid any interruption of services while the 2009-14, five-year funding cycle Request for Proposal (RFP) is completed. CSS needs additional time to assess and evaluate program priorities, Administrative Office of the Courts (AOC) initiatives that affect court program design, develop and redesign program templates, and incorporate State Legislative Initiatives to complement and enhance the current delivery of DRP services. CSS anticipates releasing the RFP in October 2008. The State Department of Consumer Affairs has concurred and will allow CSS to extend the current contract from July 1, 2008 through June 30, 2009.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan and supports Goal 1 Service Excellence and Goal 4 Fiscal Responsibility by providing easy access to services and increasing public/private partnerships.

Performance Measures

In accordance with the Dispute Resolution Programs Act (DRPA), Business and Professions Code Sections 465-471.5, and DRPA Regulations, contract program goals measure the following elements:

- Number of clients served;
- Number of cases resolved; and
- Client follow-up/customer satisfaction survey on the services provided.

FISCAL IMPACT/FINANCING

A special fee of $8 is assessed on certain civil court filings and is deposited into the Alternative Dispute Resolution (ADR) Trust Fund, which is used to finance the DRP. There are sufficient ADR Trust Fund dollars to cover the requested appropriation adjustment. There is no impact on the County's General Fund and funding has been included in the Department's current year budget.

The estimated FY 2008-09 costs for the DRP Service Provider contracts is $2,572,896. Funding for this program is fully financed by civil court filing fees and is included in the Department's FY 2008-09 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire June 30, 2008. CSS plans to release an RFP by October 2008 to solicit proposals from agencies that are interested and can provide dispute resolution services. This solicitation will result in a three-year contract term that may be extended, at the County's discretion and contingent on contractor performance and availability of funds for two additional one-year terms. The new contract term resulting from the October 2008 solicitation will run from July 1, 2009 through June 30, 2014, and is consistent with California DRPA, Business and Professions Code Sections 465-471.5, and DRPA Regulations.

All agencies recommended for funding with this action have been performing at or above contractual requirements. County Counsel have reviewed and approved the amendment as to form.

CONTRACTING PROCESS

All agencies being recommended for funding were all successful bidders in this RFP process conducted by CSS in February 2003. A total of 14 agencies listed in Attachment I have performed at or above the contractual requirements and are being recommended for continued funding with this action.

Monitoring

Fiscal and contract program monitoring is performed by CSS program staff. In addition to the contract monitors, DRP program specialists conduct a minimum of two site visits per contract term to review administrative and case files, review and approve monthly fiscal invoices, follow-up findings, review client follow-up surveys, review fiscal invoice documentation on-site, and review monthly program and case information reports.

IMPACT ON CURRENT SERVICES

The recommended actions will allow for the continuation of DRP. These services offer alternative to formal court proceedings and a peaceful means to resolve disputes. The DRP eases court congestion by diverting cases from the civil court calendar thus helping mitigate court backlogs.

CONCLUSION

It is requested that the Executive Office of the Board of Supervisors return one adopted copy of this Board letter to the Director of CSS.

Respectfully submitted,

for WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SH:MS
GP:RMG:cvb

Attachments

c: County Counsel
Auditor-Controller

ceo-version Dispute Resolution Board Letter.doc

ATTACHMENT 1

'6R 352M (11/83)

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 325

DEPARTMENT OF Community and Senior Services

February 22 ~~19~~ 2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

Fiscal Year 2007-08
4 Votes

Sources:	Uses:
CS-DISPUTE RESOLUTION PROGRAM FUND	CS-DISPUTE RESOLUTION PROGRAM FUND
GQ4-CS-3303-41194	GQ4-CS-2000-41194
Appropriation for Contingencies - $139,000	Services and Supplies - $139,000
Decrease Appropriation for Contingencies	Increase Appropriation
Sources Total: $139,000	Uses Total: $139,000

Justification:
This adjustment is necessary to provide sufficient Services and Supplies appropriation to fully fund the level of services as indicated in the Board Letter.

Rogelio Tapia Budget Director

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR — ACTION

✓ RECOMMENDATION

AUDITOR-CONTROLLER

BY Karen Shikuma

NO. 208

April 15 ~~19~~ 2008

APPROVED AS REQUESTED

4/29 2008

AS REVISED

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): BOARD OF SUPERVISORS 19

BY

DEPUTY COUNTY CLERK

SEND 5 COPIES TO THE AUDITOR-CONTROLLER

ATTACHMENT II

DISPUTE RESOLUTION PROGRAM (DRP)
JULY 1, 2008 - JUNE 30, 2009 FUNDING RECOMMENDATIONS

(1)	(2)	(3)
Agency	**Funded Amount FY 2007-08**	**Recommended Funding Amount July 1, 2008 - June 30, 2009**
1. Asian Pacific American Dispute Resolution Center	$162,007	$178,207
2. California Academy of Mediation Professionals	$123,988	$136,386
3. California Lawyers for the Arts, Arts Arbitration & Mediation	$19,386	$21,324
4. Center for Conflict Resolution	$123,988	$136,386
5. Centinela Youth Services/City of Hawthorne	$217,327	$239,059
6. City of Norwalk	$41,731	$45,904
7. Inland Valley Justice Center	$71,809	$78,990
8. Korean American Coalition, 4-29 Center	$38,139	$41,953
9. Office of the L.A. City Attorney, Dispute Resolution Program	$263,262	$289,588
10. LA County Bar Assn., Dispute Resolution Services, Inc.	$167,906	$184,697
11. LA County Dept. of Consumer Affairs/ Dispute Settlement Services	$182,963	$201,259
12. Loyola Law School, The Center for Conflict Resolution	$307,814	$338,595
13. Martin Luther King Legacy Assn.(MLKLA), Inc., MLKLA Dispute Resolution Center	$44,554	$49,009
14. Superior Court of CA, County of Los Angeles	$574,126	$631,539
PROGRAM SERVICES AMOUNT	$2,339,000	$2,572,896
TOTAL ADR TRUST	$2,339,000	$2,572,896

Contract No._____
Amendment No. 2

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
DISPUTE RESOLUTION PROGRAMS
AMENDMENT NO. TWO TO CONTRACT NO._____
FISCAL YEAR 2008-2009

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES CONTRACT FOR THE DISPUTE RESOLUTION PROGRAM" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS"), AND **«AGENCYNAME»** ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON June 20, 2006 AND FURTHER IDENTIFIED AS AGREEMENT NO. **«ContractNumber»**, and Amendment Number One (effective June 30, 2007), HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and **«ContractorName»**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY has created a COUNTY Alternative Dispute Resolution Program Special Fund pursuant to Business and Professions Code Sections 465-471.5 and has collected revenue for the Fund through the collection of civil filing fees designated for such use by the Dispute Resolution Programs Act and Regulations;

WHEREAS, the COUNTY has selected the CONTRACTOR to provide dispute resolution services as specified in Sections 465-471.5 of the Business and Professions Code;

WHEREAS, on June 20, 2006, the Board of Supervisors authorized CSS to enter into an agreement with CONTRACTOR for the purpose of the provision of dispute resolution services to residents of Los Angeles County; and

WHEREAS, effective June 30, 2007, the Contract was amended through Amendment Number One for the purpose of, extending the contract term for a period of twelve (12) months from July 1, 2007 to June 30, 2008, and amending the contract sum for the period of performance covering this contract; and

WHEREAS, CONTRACTOR desires to participate in said Program and has warranted its qualification to provide services set forth in this Contract.

WHEREAS, on May XXXXXXXXX, the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior

Services to amend this Contract for the following purposes: 1) to extend the Contract term (period of performance) for twelve (12) months; and 2) to amend the Contract sum for the period of performance covering this Contract, for the continued provision of Dispute Resolution Program services to the residents of Los Angeles County.

WHEREAS, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist, and that additional funding to increase such services is currently available; and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the foregoing, effective June 30, 2008, the Contract is amended as follows:

I. TABLE OF CONTENTS, Exhibit B-2 Statement of Work Addendum 2 is added.

II. TABLE OF CONTENTS, Exhibit C-2, Budget Addendum 2 is added.

III. TABLE OF CONTENTS, Exhibit D-1, Performance Requirements Summary(PRS) Chart is deleted.

IV. TABLE OF CONTENTS, Exhibit D-2, Amended Performance Requirement Summary (PRS) Chart is added..

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V. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) Exhibit A, Mandated Program Requirements; 3) Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, Exhibit B-2 Statement of Work Addendum 2 and any addendums thereto; 4) Exhibit C, Budget, Exhibit C-2, Budget Addendum 2, and any addendum thereto; 5) Exhibit D-2, Performance Requirement Summary (PRS) Chart, and any addendum thereto; 6) Exhibit E, the

Attachments, according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Disclosure
Attachment XIV.	CONTRACTOR'S Obligation As A "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment XV.	Fixed Assets/Equipment Purchase Requirements
Attachment XVI.	Inventory Control Form
Attachment XVII	Confidentiality Form

VI. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (A) is amended to read as follows:

1.5 (A) "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-2, Statement of Work Addendum 2.

VII. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (B) is amended to read as follows:

1.5 (B) "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-2, Statement of Work Addendum 2.

VIII. Part I: Unique Terms and Conditions, Section 2.0, Term and Termination, Subsection 2.1.2 is added as follows:

2.1.2This Contract shall be extended for a twelve (12) month period commencing July 1, 2008 through June 30, 2009, in so far as funding is available and unless terminated earlier or extended, in whole or in part, as provided in this Contract.

IX. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:

3.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement service contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, Exhibit B-1 Statement of Work Addendum 1, and Exhibit B-2, Statement of Work Addendum 2.

X. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.2 is added to read as follows:

3.3.2 The maximum contract sum for the twelve (12) month period commencing July 1, 2008 through June 30, 2009 is **$«NewK Amount» (Written Amount Dollars)**, hereinafter referred to as the "Maximum Contract Sum".

XI. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.6 is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and program income for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality of services delivered. This Budget and any addendum thereto, is attached and incorporated by reference herein as Exhibits C, Budget, Exhibit C-1, Budget Addendum 1, and C-2, Budget Addendum 2 CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

XII. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C, Budget, Exhibit C-1, Budget Addendum 1, and Exhibit C-2, Budget Addendum 2.
CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

XIII. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:

5.2 CONTRACTOR'S invoices shall not exceed the approved categorical line item amounts shown in Exhibit C, Budget, Exhibit C-1, Budget Addendum 1, and Exhibit C-2, Budget Addendum 2.

XIV. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:

5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, and Exhibit B-2,

Statement of Work Addendum 2, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

XV. Part II: Standard Terms and Conditions, Section 24.0, Contractor's Work, Subsection 24.1 is amended to read as follows:

24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, Exhibit B-2, Statement of Work Addendum 2, and Exhibit A, Mandated Program Requirements.

XVI Part II: Standard Terms and Conditions, Section 40.0 Local Small Business Enterprise Preference Program, Subsection 40.6 is added to read as follows:

40.6 Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

XVII Exhibit B, Statement of Work, Section 8.0, Quality Assurance Plan and Failure to Perform, Subsection 8.1.1 is amended to read as follows:

8.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, Exhibit B-2 Statement of Work Addendum 2, and Exhibit D-2 Performance Requirement Summary (PRS) Chart. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

XVIII. Exhibit B, Statement of Work, Section 9.0, Quality Assurance Monitoring, is amended to read as follows:

Dispute Resolution Program Staff or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit B, Statement of Work, Exhibit B-1, Statement of Work Addendum 1, Exhibit B-2, Statement of Work Addendum 1and Exhibit D-2, Performance Requirement Summary (PRS) Chart. All monitoring will be conducted in accordance with Part II, Section 25.0, COUNTY'S Quality Assurance Plan, of the Contract.

XVIIII Exhibit B-2, Statement of Work Addendum 2, an addendum to Exhibit B,

is added and attached as Attachment 1.

XX. Exhibit C-2, Budget Addendum 2, an addendum to Exhibit C, is added and attached as Attachment 2.

XXI. Exhibit D-1, Performance Requirement Summary (PRS)Chart, is deleted in its entirety.

XXII. Exhibit D-2, Amended Performance Requirement Summary (PRS) Chart, is added.

All other terms and conditions of the Contract shall remain in full force and effect.

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director Date
Community and Senior Services
County of Los Angeles

CONTRACTOR

_____
Contractor's Name (Print or Type)

By _____
Authorized Signature Date

Name _____
(Print or Type)

Title _____
(Print or Type)

_____
Contractor's Corporation/LLC

By _____
Authorized Signature Date

Name _____
(Print or Type)

Title _____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Janice Kasai, Deputy County Counsel