



CYNTHIA D. BANKS
Director

**COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY**

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

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ZEV YAROSLAVSKY
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MICHAEL D. ANTONOVICH

June 26, 2007

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

Dear Supervisors:

**APPROVAL TO ALLOCATE FUNDS AND TO EXTEND THE DISPUTE RESOLUTION
PROGRAM (DRP) CONTRACTS FOR FISCAL YEAR (FY) 2007-08
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the FY 2007-08 funding allocations for the continued provision of the Dispute Resolution Program (DRP) services in the amount of \$2,339,000 to the currently funded service providers in the amounts shown on Attachment I for a contract extension period of 12 months commencing July 1, 2007 through June 30, 2008.
2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to execute the contract amendments, substantially similar to the attached amendment (Attachment II), with the 14 service providers indicated on Attachment I in the amounts indicated for the continued provision of DRP services. The amendment will extend the existing contract term for an additional 12 months effective July 1, 2007 through June 30, 2008.
3. Delegate authority to the Director of CSS, or designee, to execute contract 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% of the original contract amount; (b) approvals of County Counsel and the Chief Administrative Office (CAO) 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 CAO within 30 days after such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 20, 2006 your Board delegated authority to the Director of CSS to execute annual contracts not to exceed a period of 12 months beginning July 1, 2006 through June 30, 2007.

The recommended actions will enable CSS to continue operation of the DRP for FY 2007-08. The program 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 DRP service providers' contracts will expire on June 30, 2007. CSS is recommending a continuance of the current DRP contracts to avoid any interruption of services while CSS releases an RFP for a new funding cycle for the period of 2008-2011. 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 September 2007.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan. The DRP 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. The estimated FY 2007-08 cost for the DRP service provider contracts is \$2,339,000.

There will be no impact on the County General Fund. Funding for this program is fully financed by civil court filing fees deposited in the ADR Trust Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire June 30, 2007. CSS will release a RFP by September 2007 to solicit proposals from agencies that are interested and can provide dispute resolution services. This solicitation will result in a contract with a one-year 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 for the period of July 1, 2008 through June 30, 2011.

On June 20, 2006, your Board approved DRP funding allocations for the period of July 1, 2006 through June 30, 2007 subject to agency performance and availability of funds. All agencies recommended for funding with this action have been performing at or above contractual requirements.

The CAO and County Counsel have reviewed and approved the attached amendment as to form.

CONTRACTING PROCESS

All agencies being recommended for funding were successful bidders in a RFP process conducted by CSS in February 2003. A total of 14 agencies listed in Attachment 1 have performed at or above the contractual requirements and are being recommended for continued funding with this action.

Monitoring

Fiscal and contract program goal monitoring is performed by CSS program staff. In addition to the contract monitors, DRP program specialists conduct a minimum of two (2) program site visits annually 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

Continuation of the DRP will allow agencies to provide dispute resolution services through mediation, conciliation, arbitration, and facilitation.

These services offer alternatives to formal court proceedings and a peaceful means to resolve disputes. The DRP directly impacts the courts by diverting cases from the civil court calendar thus helping mitigate court backlogs.

All agencies funded under this program will also provide conflict resolution/conflict prevention training programs and ongoing public education on the use of alternative dispute resolution services.

The Honorable Board of Supervisors
June 26, 2007
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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,


CYNTHIA D. BANKS
Director

Attachments (2)

c: David E. Janssen, Chief Administrative Officer
Sachi Hamai, Executive Officer
Raymond G. Fortner, Jr., County Counsel
J. Tyler McCauley, Auditor-Controller

**DISPUTE RESOLUTION PROGRAM (DRP)
JULY 1, 2007 - JUNE 30, 2008 FUNDING RECOMMENDATIONS**

(1)	(2)	(3)
Agency	Funded Amount FY 2006-07	Recommended Funding Amount July 1, 2007 - June 30, 2008
1. Asian Pacific American Dispute Resolution Center	\$162,007	\$162,007
2. California Academy of Mediation Professionals	\$123,988	\$123,988
3. California Lawyers for the Arts, Arts Arbitration & Mediation	\$19,386	\$19,386
4. Center for Conflict Resolution	\$123,988	\$123,988
5. Centinela Youth Services/City of Hawthorne	\$217,327	\$217,327
6. City of Norwalk	\$41,731	\$41,731
7. Inland Valley Justice Center	\$71,809	\$71,809
8. Korean American Coalition, 4-29 Center	\$38,139	\$38,139
9. Office of the L.A. City Attorney, Dispute Resolution Program	\$263,262	\$263,262
10. LA County Bar Assn., Dispute Resolution Services, Inc.	\$167,906	\$167,906
11. LA County Dept. of Consumer Affairs/ Dispute Settlement Services	\$182,963	\$182,963
12. Loyola Law School, The Center for Conflict Resolution	\$307,814	\$307,814
13. Martin Luther King Legacy Assn.(MLKLA), Inc., MLKLA Dispute Resolution Center	\$44,554	\$44,554
14. Superior Court of CA, County of Los Angeles	\$574,126	\$574,126
PROGRAM SERVICES AMOUNT	\$2,339,000	\$2,339,000
TOTAL ADR TRUST	\$2,339,000	\$2,339,000

July 1, 2007 - June 30, 2008 Funding Recommendations



Contract No. _____
Amendment No. 1

**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
DISPUTE RESOLUTION PROGRAMS
AMENDMENT NO. ONE TO CONTRACT NO. _____
FISCAL YEAR 2007-2008**

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

WHEREAS, on June 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, 2007, the Contract is amended as follows:

- I. TABLE OF CONTENTS, Exhibit B-1, Statement of Work Addendum 1 is added.
- II. TABLE OF CONTENTS, Exhibit C-1, Budget Addendum 1 is added.
- III. TABLE OF CONTENTS, Exhibit D, Performance Requirements Summary/Matrix is deleted.
- IV. TABLE OF CONTENTS, Exhibit D-1, Performance Requirement Summary (PRS) Chart is added.
- V. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.1 is amended to read as follows:
 - 1.1 This Contract and any and all amendments and exhibits thereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 21.0, and "Contract Modifications/Amendments" and signed by both parties.
- VI. 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 and any addendums thereto; 4) Exhibit C, Budget, Exhibit C-1, Budget Addendum 1, and any addendum thereto; 5) Exhibit D-1, 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

VII. 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, and Exhibit B-1, Statement of Work Addendum 1.

VIII. 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, and Exhibit B-1, Statement of Work Addendum 1.

IX. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (K) is added to read as follows:

For purposes of this Contract, "COUNTY Program Director (CPD)" and "County Program Manager (CPM)" shall be used interchangeably. See description of COUNTY Program Manager (CPM) in Exhibit B-1, Statement of Work Addendum 1, Section 4.0.

X. Part I: Unique Terms and Conditions, Section 2.0, Term and Termination, Subsection 2.1.1 is added as follows:

2.1.1 This Contract shall be extended for a twelve (12) month period commencing July 1, 2007 through June 30, 2008, in so far as funding is available and unless terminated earlier or extended, in whole or in part, as provided in this Contract.

XI. 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, and Exhibit B-1, Statement of Work Addendum 1.

- XII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.1 is added to read as follows:

3.3.1 The maximum contract sum for the twelve (12) month period commencing July 1, 2007 through June 30, 2008 is \$«**NewKAmount**» (**Written Amount Dollars**), hereinafter referred to as the "Maximum Contract Sum".

- XIII. 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 and C-1, Budget Addendum 1. 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.

- XIV. 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 and Exhibit C-1, Budget Addendum 1. 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.

- XV. 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 and Exhibit C-1, Budget Addendum 1.
- XVI. 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, and Exhibit B-1, Statement of Work Addendum 1, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- XVII. Part II: Standard Terms and Conditions, Section 15.0, Conduct of Program, is amended to read as follows:
- 15.0 CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the County, State, and all applicable provisions of the County, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.
- XVIII. Part II: Standard Terms and Conditions, Section 20.0, Contract Accounting and Financial Reporting, Subsection 20.3(a)(1) is amended to read as follows:
- 20.3(a) Fiscal Reporting:
- (1) Two (2) originally signed Monthly Funding Requisition forms are to be submitted to the DRP Project Director by the twenty-fifth (25th) calendar day of the month following the month which is the subject of the report.
- XIX. Part II: Standard Terms and Conditions, Section 20.0, Contract Accounting and Financial Reporting, Subsection 20.3(b), is deleted in its entirety.
- XX. 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, and Exhibit A, Mandated Program Requirements.

XXI. Part II: Standard Terms and Conditions, Section 39.0 Liquidated Damages, is amended to read as follows:

39.2(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any future Work Orders, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

XXII Exhibit B, Statement of Work, Table of Contents, is amended to add:

10.0 Project Information Summary

- Project Information Summary Form
- Program Description Form
- Project Operating Plan form

XXIII. Exhibit B, Statement of Work, Section 6.0, Contractor's General Responsibilities, Subsection 6.7 is amended to read as follows:

6.7 CONTRACTOR agrees that any work performed outside the scope of this Contract shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

XXIV. 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, and Exhibit D-1 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.

- XXV. 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 and Exhibit D-1, 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.

- XXVI. Exhibit B Statement of Work, Section 10.0 Project Information Summary is added in Amendment to read as follows:.

10.0 CONTRACTOR must complete the Project Information Summary, which includes a Program Description and Project Operating Plan, prior to the execution of the Contract. CONTRACTOR is responsible for ensuring that the operational performance measures are realistic and achievable under the terms of this Contract. Contractors with more than one program must complete a separate Project Information Summary for each project, and one combined for all programs.

- XXVII Exhibit B-1, Statement of Work Addendum 1, an addendum to Exhibit B, is added and attached as Attachment 1.

- XXVIII. Exhibit C-1, Budget Addendum 1, an addendum to Exhibit C, is added and attached as Attachment 2.

- XXIX. Exhibit D, Performance Requirements Summary/Matrix, is deleted in its entirety.

- XXX. Exhibit D-1, Performance Requirement Summary (PRS) Chart, is added.

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

