



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 874-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

October 16, 2007

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

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF THREE ASSIGNMENT AND
DELEGATION AGREEMENT AMENDMENTS (AMENDMENT NUMBER 1)
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute three Assignment and Delegation Agreement Amendments to transfer the duties and responsibilities from Alternative Action Programs (AAP) to Driver Safety School, Inc. (DSS), substantially similar to Exhibit I, to three Driving Under the Influence (DUI) Agreements, effective on the date of Board approval through September 30, 2010.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended action, your Board is authorizing DPH to transfer the assignment of rights and delegation of duties from AAP to DSS.

Approval of the assignment of rights and delegation of duties will allow the DPH to change the designation of the responsible contracting party from AAP to DSS, while providing for continuation of DUI Program and PC 1000 services in SPA 5 by DSS for the remainder of the contracting term. Final acquisition will not occur until after Board approval.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

AAP will no longer be providing services thus ADPA must find another provider immediately. ADPA currently has an agreement with DSS and their performance has met expectations. Since the original contracts were issued, no other agencies have expressed an interest to provide these services.

In an effort to maintain the service levels despite AAPs discontinuation of services, ADPA is recommending transfer of AAPs duties and responsibilities to DSS an agency the State, your board and ADPA have already approved. Allowing DSS to provide more services will make up for the gap caused by AAPs discontinuation of services.

FISCAL IMPACT/FINANCING

There is no net County cost as a result of this assignment and delegation action. Costs for DUI Program services are entirely offset by fees collected from the participants.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County contracts with private contractors, licensed by the State Department of Alcohol and Drug Programs (SDADP), for the provision of adult first offender, multiple offender, and third and subsequent offender DUI program services for drinking drivers to attend when so ordered by the Court.

State law provides that first offenders being tried in court for misdemeanor, nonviolent drug offenses not involving sales may, if deemed eligible, enter a conditional plea of guilty, with the conviction stayed pending successful completion of a Penal Code 1000 (PC) Deferred Entry of Judgment program. Upon completion, charges are dismissed. Both drinking driver and PC 1000 agencies are self supporting through the collection of fees paid by program participants. Penal Code (PC) 1000 Deferred Entry Program services previously offered by AAP will also be taken over by DSS. This change does not require Board action.

On August 30, 2005, your Board approved Agreement Numbers H-701495, H-701496, and H-701497 with AAP for the provision of DUI Programs for the period October 1, 2005 through September 30, 2010.

On May 24, 2007 a letter was received from DSS advising ADPA that DDS would acquire all assets of AAP. A letter from AAP was received by ADPA on May 24, 2007 confirming completion of this acquisition. The transition from AAP to DSS will not change the provision and/or level of services provided under the Agreements.

The programs are fully supported by user fees. These fees, which are based on ability to pay, include an administrative fee that is collected by the program provider and remitted to

Honorable Board of Supervisors
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the County. The County administrative fee (\$21 for first offenders and \$46 for others) is used to offset County costs associated with the twice a year monitoring of all DUI Program agencies.

Exhibit I has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the assignment of rights and delegation of duties is approved by your Board the services currently provided by AAP will be provided by DSS. This will allow services to continue without interruption.

CONCLUSION

When approved, the Department of Public Health requires three signed copies of the Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Public Health, Contracts and Grants Division, at (213) 240-8179 when this document is available.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:SM:bjs

Attachment

c: County Counsel
Director and Health Officer, Department of Public Health

ASSIGNMENT AND DELEGATION AGREEMENT

AMENDMENT NO. 1

THIS ASSIGNMENT AND DELEGATION AGREEMENT is made and entered into this _____ day of _____, 2007

by and between COUNTY OF LOS ANGELES (hereafter "County");
and ALTERNATIVE ACTION PROGRAMS (hereafter "Assignor");
and DRIVER SAFETY SCHOOLS, INC. (hereafter "Assignee").

WHEREAS, on October 1, 2005, County and the Assignor entered into a Driving Under the Influence services contract, further identified as County Contract H-701495-1 (hereafter "Agreement"); and

WHEREAS, on May 24, 2007, Assignor notified the County that they were assigning and delegating their rights, duties, obligations, responsibilities and interests, under said Agreement to DDS, effective June 30, 2007; and

WHEREAS, it is the desire of the Assignor hereto to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to the Assignee; and the Assignee desires to assume such rights, duties,

obligations, responsibilities and interest, under said Agreement;
and

WHEREAS, the Assignor and Assignee have requested the County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities and interests, under said Agreement; and

WHEREAS, under the terms of the Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by the County; and

WHEREAS, this change in duties and responsibilities does not substantively affect Driver Safety Schools, Inc. organizational and/or service delivery structure.

WHEREAS, it is the intent of the parties hereto to amend said Agreement to provide for the changes set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. All Contractor rights, duties, obligations, responsibilities and interests under this Agreement have been assigned and delegated by the Assignor to the Assignee, effective June 30, 2007.

2. Assignee agrees to abide by all terms and conditions of said Agreement for Driving Under the Influence Program services, between the Assignor and County.

3. County consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests of Assignor as described in said Agreement to the Assignee pursuant

to this Assignment and Delegation Agreement (Amendment No. 1) (hereafter "Assignment and Delegation Agreement").

4. The Assignor and Assignee have separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement by County, prior to June 30, 2007.

5. Paragraph 18, CONTRACTOR'S OFFICES, First two sentence shall be amended to read as follows:

"18. CONTRACTOR'S OFFICES: Contractor's primary business office is located at 6850 Van Nuys Blvd., Suite 100, Van Nuys, California 91405. Contractor's primary business telephone number is (818) 787-7878."

6. Paragraph 19, NOTICES, Subparagraph "B" shall be amended to read as follows:

"19. NOTICES:

B. Notices to Contractor shall be addressed as follows:

Driver Safety Schools, Inc.
6850 Van Nuys Boulevard., Suite 100
Van Nuys, California 91405
Attention: Joanne Gorby, Executive Director"

7. ADDITIONAL PROVISIONS, Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety to read as follows:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who

has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other

public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

- (1) elimination of the grounds for which the debarment was imposed;
- (2) a bona fide change in ownership or management;
- (3) material evidence discovered after debarment was imposed; or
- (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only

where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any

subcontractors of County Contractors.

8. This Assignment and Delegation Agreement shall constitute the complete understanding between County, AAP, and DSS, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignment and Delegation Agreement to be subscribed by its Director of Public Health, and

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Alternative Action Programs and Driver Safety Schools, Inc. have caused the same to be subscribed in their behalf the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

ALTERNATIVE ACTION PROGRAMS
Dennis M. Giroux
Assignor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

DRIVER SAFETY SCHOOLS, INC.
Joanne Gorby
Assignee

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

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