



Request for Proposal No. P-01

Dispute Resolution Programs Act Alternative Dispute Resolution Services

**County of San Bernardino
Alternate Dispute Resolution
August 22, 2011**

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I. INTRODUCTION

A. Purpose

The County, hereafter referred to as the "County", is seeking proposals from interested and qualified public or private non-profit vendors or government entities to provide alternate dispute resolution services on a contractual basis. The Alternate Dispute Resolution Program is funded through a filing charge, which is added to the filing charges on certain initial civil filings. The Program was established and continues to operate pursuant to the provisions of California Business and Professions Code sections 465 et seq. and California Code of Regulations Title 16 §§3600 et seq. (hereafter collectively referred to as "DRPA.")

B. Term of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV- Scope of Work. The Contract period will be for a one (1) year period beginning on January 1, 2012 through December 31, 2012 with the option to extend two (2) additional one (1) year terms.

C. Minimum Proposer Requirements

The requirements below are a summary of what is required as part of DRPA. Please refer to the specific DRPA provisions for the requirements. A copy of Title 16, §§3600 et seq. of the California Code of Regulations ("CCR") as well as certain provisions of the Business and Professions Code ("B&P") are attached as Attachment I for your convenience. Please note that the California State Department of Consumer Affairs has jurisdiction over Alternate Dispute Resolution Programs and eligibility requirements to participate in the DRPA Program that is the subject of this RFP and may be subject to interpretation by the Department of Consumer Affairs. Such interpretations may impact the County's evaluation of the RFP responses.

1. All Proposers must submit the following information in their response to this RFP. Below paragraphs correspond to the Proposer Eligibility and Proposal Requirements list in Attachment B that must be submitted with proposal.

Pursuant to CCR Title 16 § 3605 ("Eligibility for Funding"), each Proposer submitting a proposal must include the following information as part of their application for funding. For ease of review by proposal evaluators, and consistent with the Proposer Eligibility and Proposal Requirements list in Attachment B, responses to this section 1 are to be numbered/lettered as 1.a), 1.b), etc.

- a) Evidence of compliance that Proposer's organizational status meets DRPA requirements under CCR Title 16 § 3605(a).¹
- b) Evidence of compliance that Proposer's primary purpose meets DRPA requirements under CCR Title 16 § 3605(b).
- c) Evidence of community support attesting to the organizations' willingness to make referrals to Proposer per CCR Title 16 § 3605(c). Letters of references from other community or government agencies regarding the provision of dispute resolution services are encouraged and will be given consideration during the proposal evaluation process.

2. Pursuant to CCR Title 16 § 3608 "Grant Application Requirements", each Proposer submitting a proposal must provide the following information as part of their application for funding. For ease of review by proposal evaluators, and consistent with the Proposer Eligibility and Proposal Requirements in Attachment B, responses to this section 2 are to be numbered/lettered as 2.a), 2.b), etc.

- a) Description of the Proposer's organizational structure, including any sponsoring or parent organizations [CCR Title 16 § 3608(a) (1)]. (See also section 5, below, regarding more detailed description of Proposer's organization.) Include the following in this section of the proposal:

¹ Please be aware that the Department of Consumer Affairs interprets §3605(a) as applicable to the proposer and any subcontractors to be used by the proposer.

- business name of the Proposer and legal entity such as corporation, partnership, etc.; number of years the Proposer has been in business under the present business name, as well as related prior business names, and; a statement that the Proposer has a demonstrated capacity to perform the required services.
- b) Description of the proposed geographic area of service, the service population, and the number of persons the Proposer will have capacity to serve in an annual basis. [CCR Title 16 § 3608(a)(2)]
 - c) Description of the specific type(s) and number of disputes to be handled for a particular case type and/or litigant type, and the location(s) where services will be provided, types of dispute resolution services to be offered, and any restrictions imposed by program. [CCR Title 16 § 3608(a)(3)] For example, the proposal should specify the expected number of mediated settlement conferences to be held in family law cases within the calendar year 2012 and the locations where such mediated settlement conferences will occur. List Court Districts where ADR services will be provided, with days and hours of operation specified.
 - d) Description of any fee schedule to be used. [CCR Title 16 § 3608(a)(4)]
 - e) List of civic groups, social service agencies, governmental entities, and justice agencies available to accept and make referrals to Proposer. [CCR Title 16 § 3608(a)(5)]
 - f) Description of Proposer's plans for publicizing its services to potential referral agencies, courts and justice system agencies, and the public. [CCR Title 16 § 3608(a)(6)]
 - g) Statement that in hiring staff, recruiting volunteers, or rendering services, the Proposer will not discriminate with regard to race, religious creed, color, national origin, ancestry, sex, sexual orientation or age. [CCR Title 16 § 3608(a)(7)]
 - h) Estimated annual budget in compliance with Title 16 CCR § 3608(b) and B&P § 468.2(b) and §470.2. Proposer must submit Attachment F "Operating Budget Form" for principle components of program, and Attachment G "Projected Revenues and Other Income Form". Attachment G must comply with CCR Title 16 §3640, including the valuation of in-kind donations claimed as revenue to support the requirements of B&P §470.2.
3. Pursuant to B&P §467.2 ("Funded Programs; Eligibility Requirements"), each program submitting a proposal must include the following information. For ease of review by proposal evaluators, and consistent with the Proposer Eligibility and Proposal Requirements in Attachment B, responses to this section 3 are to be numbered/lettered as 3.a), 3.b), etc.
- a) Description of how the Proposer will comply with DRPA regulations and the applicable rules and regulations of the Dispute Resolution Advisory Council [B&P CCR § 467.2(a)]
 - b) Description of how the Proposer will ensure that only neutral persons adequately trained in conflict resolution techniques, as required by the rules and regulations promulgated by the advisory council pursuant to B&P § 471, will render its dispute resolution services [B&P § 467.2(b)], and provide copies of all current training materials (binders, handouts, PowerPoint, etc.);
 - c) Copy of information to be given to each disputant by the Proposer that explains that dispute resolution services are provided on a sliding scale basis, and without cost to indigents [B&P § 467.2(c)];
 - d) The Proposer's procedures for ensuring that a written agreement or an award resolving a dispute will be issued, setting out a settlement of the issues involved in the dispute and the future responsibility of each party [B&P § 467.2(d)];
 - e) The Proposer's plan for ensuring that ADR services will be provided equally to all disputants without special benefit or consideration given to persons or entities providing funding for the programs [B&P § 467.2(e)];
 - f) The Proposer's procedures for ensuring that all parties are informed that participation in the ADR process is voluntary and that the parties are not coerced to enter dispute resolution [B&P § 467.2(f)];

- g) Statement under penalty of perjury that the primary purpose of the Proposer is the provision of alternate dispute resolution services [B&P § 467.2(g)];
 - h) Copy of the Proposer's follow-up survey questionnaire form mandated under DRPA and its plan or procedures for administering the survey. [CCR § 3635]
4. Pursuant to B&P 468.2, all Proposers must provide the following information. For ease of review by proposal evaluators, and consistent with the Proposer Eligibility and Proposal Requirements in Attachment B, responses to this section 4 are to be numbered/lettered as 4.a), 4.b), etc.
 - a) Description of available dispute resolution services and resources within the defined geographical area. [B&P § 468.2(c)];
 - b) Description of the proposed ADR services, by type and purpose, including evidence of community support or need for the services, the present availability of resources, and the Proposer's capability to provide administrative support for the services. [B&P § 468.2(d)];
 - c) Description of existing or planned cooperation between the Proposer and local human service and justice system agencies. [B&P § 468.2(e)];
 - d) Description of the demonstrated effort the Proposer will make to coordinate or consolidate funds that may be awarded under this RFP with other local, state, or federal funds available for the activities described in B&P § 467.2 467.3 and 467.4. [B&P § 468.2(f)];
 - e) Explanation of the methods the Proposer will use to select and train mediators and other facilitators to be used in the dispute resolution process. [B&P § 468.2(g)];
 - f) Description of Proposer's past experience in providing dispute resolution services, as defined in DRPA, the same as or similar to services proposed in response to this RFP.
 - g) Résumés of Proposer's proposed ADR program administrator and any professional staff, and list of Proposer's current neutrals and their qualifications/experience.
 - h) Number of cases by dispute types Proposer has capacity to serve on an annual basis, types and methods of dispute resolution to be offered – including collateral ADR services, focus on particular groups of litigants (such as self-represented), and any restrictions or limitations on ADR services.
5. All Proposers must include as part of their proposal, copies of their organizational charts and written job qualifications and job descriptions for all staff, including independent contractors, employees and volunteers, and identification of and biographical information for the members of its Board of Directors (if any). [B&P § 468.2(h)]
6. All Proposers must also provide as part of their response an Operating Budget Form (Attachment F) consistent with B&P § 470.2, and Projected Revenues and Other Income Form (Attachment G). In-kind donations may be reported in Attachment G as anticipated revenue to be derived from sources other than the county revenues generated pursuant to the DRPA, so long as the requirements of CCR § 3640 are satisfied. Proposer must certify in Attachment F that, pursuant to CCR § 3615, for the duration of the contract period, a minimum of 51 percent of the Proposer's budget for the contract period must be allocated and expended for dispute resolution services, as defined in the DRPA and its regulations, which may include collateral services, as defined in the regulations. The proportion of budget allocated to actual provision of ADR services compared to that allocated to administrative expenses will be carefully reviewed as part of the proposal evaluation and selection process. Where one or more proposals are determined to provide similar services for comparable cost, additional consideration may be given to the proposal that allocates the highest percentage of its budget to the actual provision of ADR services. Funding for contracted ADR services is contingent upon receipt of fund transfers from the State derived from the DRPA civil filing fee (currently \$8 per filing). If that funding is reduced or eliminated, the scope or term of services may have to be reduced or eliminated.

7. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
8. Have the ability to maintain adequate files and records and meet statistical or other reporting requirements.
9. Have the administrative and fiscal capability to provide and satisfactorily manage the proposed services and to ensure an adequate audit trail.
10. Provide a list of references of other agencies involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide alternate dispute resolution services as outlined in this RFP. All references must have names, titles and phone numbers.
11. Meet other presentation and participation requirements listed in this RFP.

D. Pre-Proposal Conference

A pre-proposal conference will be held on: **Thursday, September 1, at 10:00 a.m. (PST)**
County of San Bernardino
Purchasing Department
777 E Rialto Avenue
San Bernardino, Ca 92415-0760

E. Questions

Questions regarding the contents of this RFP must be submitted in writing by email to Lgomez@pur.sbcounty.gov on or before **5:00 p.m. (PST) on Thursday, September 8, 2011**. **This email address may be used to submit questions only. Proposals will not be accepted by email or facsimile.**

All questions will be answered and both the question and answer will be posted on the Purchasing Department's website by **5:00 p.m. (PST) on Thursday, September 22, 2011**. In subject line of email, include the RFP reference "RFP No. P-01".

F. Correspondence

For delivery of proposals using the U.S. Postal Service, use the following address:
County of San Bernardino
Purchasing Department
Attn: Leo Gomez, Supervising Buyer
RFP No. P-01
777 E. Rialto Ave.
San Bernardino, CA 92415-0760

G. Admonition to Proposers

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E – Questions.

H. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph F – Correspondence, no later than **4:00 p.m. (PST) on Tuesday, October 11, 2011**. For the purposes of this proposal, the time specified will be as defined by the official time clock located at the address listed in Section I,

Paragraph F – Correspondence. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. **Late or incomplete proposals will not be accepted.**

II. PROPOSAL TIMELINE

Release of RFP	August 22, 2011
Pre-Proposal Conference	Thursday, September 1, 2011, 10:00 a.m. (PST)
Deadline for Submission of Questions	Thursday, September 8, 2011, 5:00 p.m. (PST)
Posting of Answers	Thursday, September 22, 2011, 5:00 p.m. (PST)
Deadline for Submission of Proposals	Tuesday, October 11, 2011, 4:00 p.m. (PST)
Oral Presentations (if requested)	October/November 2011
Tentative Date for Awarding Contract	December 2011

III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals or portions of a proposal if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time.

B. Acceptance Period for Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which services (and product, if applicable) provide the best value to the County. Such considerations may include:

- Past performance and experience
- Qualifications of mediators
- Reputation and financial stability
- Value added services and community support
- Implementation plan and timing
- Any other relevant factors listed in the solicitation

D. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that changes or clarifications are needed.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers responsibility to ensure that its proposal arrives on or before the specified time. Late proposals will not be accepted.

F. Local Preference

The County of San Bernardino has adopted a preference for Proposers whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principal place of business” is defined as the Proposer’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the Proposer’s main office (or headquarters) which:

1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
2. Can demonstrate on-going business activity in the field of endeavor on which the Proposer is proposing, from that office during the preceding six months; and
3. Has a minimum of twenty-five percent (25%) of the Proposer’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Proposers are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of them is local. If one of them is a local Proposer, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Proposer’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Proposer for the contract award.

G. Incurred Costs

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are their responsibility.

H. Negotiations

The County may require the potential Proposer selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

I. Formal Agreement

Proposer will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment C – Exceptions to RFP.

J. Use of Proposals Received

All proposals received shall become the property of the County.

K. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

Please do not include any additional information that is not required by this RFP.

IV. SCOPE OF WORK

A. Background

The Dispute Resolution Programs Act of 1986 ("DRPA"), pursuant to California Code of Regulations, Title 16, Division 36, commencing with Section 3600 ("CCR § 3600"), and California Business and Professions Code commencing with Section 465 ("B&P § 465"), provides for the establishment and funding, at County option, of local dispute resolution programs. Dispute resolution processes can vary, but the goal is always the same -- more effective and efficient dispute resolution in a complex society. As stated in the legislative purpose of the DRPA, alternative dispute resolution ("ADR") programs can offer less threatening and more flexible forums for persons of all ethnic, racial, and socioeconomic backgrounds. Under DRPA, the County currently receives revenues from an \$8 civil action filing fee for the purpose of establishing ADR services in the county. Total revenue available from the \$8 civil filing fee is expected to be approx. \$500,000 per year for all DRPA-funded ADR services in the county.

In the past contracting periods, the County of San Bernardino, in conjunction with the Superior Court, focused on court-based settlement conferences in the area of civil and family law. Such services are highly important to the Superior Court and to the community, and therefore remain a key component of this Request for Proposal. Highly skilled mediators, who are well respected in the legal community as evidenced by the parties' attorneys' willingness to agree to court-based mediation, are valued for handling the more complex civil and family matters. Skilled mediators with experience working with self-represented litigants are also valued under this Proposal for more simple legal matters, including the small claims and unlawful detainer court calendars.

For 2008 to 2011, two DRPA contracts were entered into as a result of the prior Request for Proposals. One contract provided dispute resolution services for family law and more complicated civil cases; that contract expectation was for 347 mediations per month. The other contract provided dispute resolution services for the less complicated civil cases – small claims and unlawful detainers; that contract expectation was for 189 mediations per month. Dispute resolution services funded under these contracts were provided in the following court districts: San Bernardino; Rancho Cucamonga; Victorville; Fontana; Barstow; and Joshua Tree. The services for Barstow and Joshua Tree were provided on a monthly basis, rather than a weekly basis. All dispute resolution services were delivered at court locations.

The County of San Bernardino covers more than 20,000 square miles and is home to over 2 million people. The valley areas of San Bernardino County (from Ontario to Yucaipa) contain the largest metropolitan populations, followed by the high desert areas of the Victor Valley. Additionally, there are mountain communities and more extended desert communities to the borders of Nevada in our County.

As documented by the 2010 Court Statistics Report -- published by the Judicial Council, Administrative Office of the Courts -- a great number of legal cases are filed with the Superior Court, County of San Bernardino -- 125,126 non-criminal cases filed at the Superior Court for fiscal year 2008-2009. The highest volume of case types are unlimited and limited civil, family law, and small claims. This RFP solicits Proposers who can singly, or as a group, provide cost-effective dispute resolution for a large number of cases.

For contracts resulting from this current RFP, the Proposers may propose a different number of mediations per month than the previous contracts, based upon their individual capacity to perform and budget. However, Proposers should be mindful that the number of cases filed in the Superior Court, County of San Bernardino, is quite large and therefore proposals seeking to provide dispute resolution services for only a few hundred cases may be scored lower.

To the extent funds are available, the County and the Court are looking to expand the services for handling disputes, while still complying with the DRPA regulations. DRPA programs providing mediation services for additional case types (beyond civil and family) or court districts or involving alternative methods for dispute resolution (such as conciliation, neutral evaluation, etc.) may be proposed in response to this RFP. Also, self represented litigant educational programs designed to improve the understanding of how the dispute resolution program operates and how to be best prepared for it may be offered.

Additionally, it is anticipated that the Superior Court will be implementing new family law case flow management protocols in 2012 as a result of expected changes to the Family Code and to the Rules of Court. Although the new family law case management plan has not yet been determined by the Court, it is anticipated that family law litigants will have increased opportunities to access mediation services at the court through the use of additional entry points to mediation and increased usage for micro-issues. Accordingly, the successful Proposer's plan for provision of services must flex in response to the changing landscape of family law case management.

ADR service contracts resulting from this RFP will be operated under the requirements of the DRPA and the rules and regulations of the Dispute Resolution Advisory Council, which requirements are incorporated into this RFP by reference, and any subsequent laws applying to mediation, arbitration, and other applicable forms of dispute or conflict resolution (or related collateral services).

ADR providers are therefore encouraged to propose services that will make an impact on the following case types: family law other than custody/visitation, civil (including unlimited and limited civil actions, collections actions, and unlawful detainer actions), small claims law, and probate law.

ADR providers are also encouraged to address the following needs:

1. Programs targeted at self-represented litigants;
2. Programs targeted at complex cases with represented parties; and/or
3. Collateral service programs addressing education of disputants and preparation for mediation as an alternative to the judicial process.

Proposals responding to this RFP should state what services they propose to offer to assist with dispute resolution. The response to Section C., 2.c), below, must specify the specific type(s) and number of ADR services to be provided for a particular case type and/or litigant type and the location(s) where services will be provided.

Proposals may focus on one particular area of the law, or multiple areas. Programs targeted at different court consumer populations (e.g., self-represented litigants or represented parties with complex cases) are valid. Depending upon the proposals received, more than one potential Proposer could be successful in securing a contract to provide dispute resolution services.

As part of the process, the County may ask for additional information from Proposers or it may modify the RFP if it is determined to be in its best interests.

B. Definitions

Arbitration – A voluntary adjudicative process in which a neutral person conducts a hearing, receives spoken and/or written evidence from the disputants and their witnesses, and renders a decision that may be binding or nonbinding depending on the consent of the disputants.

Collateral Services – Screening and intake of disputants, preparing for and conducting dispute resolution proceedings, drafting agreements and/or awards, providing information and/or referral services, and conducting follow-up surveys.

Conciliation – a process of independent communications between the disputants and a neutral person

Dispute Resolution – refers to a variety of dispute resolution techniques that are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings. These include but are not limited to conciliation, mediation, and arbitration.

In-Kind Donations – Certain donations to the proposer from others that may be credited as revenue for purposes of demonstrating the minimum matching revenue required under Business & Professions Code Section 470.2. For a complete explanation of in-kind donations, including limitations on timing and purpose, record-keeping required, and valuation of donations to the organization, see 16 CCR§ 3640.

Independent Contractor – A legal term for an individual or business who is hired to do work for another but is not an employee or agent of that individual or business.

Matching Revenue – Refers to the requirement of Business & Professions Code Section 470.2 that a County's share of the funding pursuant to this chapter shall not exceed 50 percent of the approved estimated cost of the program. Compliance with this requirement is documented at Attachment G "Projected Revenues and Other Income Form".

Mediation – a process in which a neutral person(s) facilitates communication between the disputants to assist them in reaching a reconciliation, settlement, or other understanding.

Personnel Services – Refers to a specific type of "in-kind donation" in the form of service from volunteers, including mediators and other dispute resolution professionals. Pursuant to 16 CCR§ 3640, the volunteer's time must be clearly documented by time sheets signed by the volunteer and verified by the Program Administrator. All volunteer services shall be valued at no more than \$25.00 per hour.

Settlement Rate – The number of cases/disputes mediated measured against the number of cases/disputes resolved on the day. (# resolved cases **divided by** # mediated)

Subcontractor – An organization or business entity that signs a contract to perform part or all of the obligations of the prime contractor. Such subcontractor must meet same DRPA eligibility requirements as prime contractor applicant. (See 16 CCR 3605 for the eligibility requirements.)

An individual that acts in the capacity of an employee or independent contractor of an organization or business entity that is a prime contractor or subcontractor is not considered a "subcontractor" under this definition. A prime contractor or subcontractor may utilize an individual, whether acting as an employee or independent contractor, to perform work under the prime contract or subcontract.

C. Contractor Administrative, Accounting and Reporting Responsibilities

1. Services by Neutral Persons (CCR § 3620)

- a) An ADR service contractor shall ensure that its dispute resolution services are provided by neutral persons.
- b) An individual shall not function as the neutral person if he or she has any personal bias regarding any particular disputant or the subject matter of the dispute.
- c) An individual shall not function as the neutral person if he or she has a financial interest in the subject matter of the dispute or a financial relationship with any party to the dispute resolution proceeding. The existence of such interests or relationships shall be deemed a conflict of interest.
- d) If, before or during the provision of dispute resolution services, a neutral person has or acquires an actual or apparent conflict of interest, the neutral person shall so inform all of the disputants,

and shall disqualify himself or herself as the neutral person unless all of the disputants consent in writing to continue. The ADR service contractor shall replace a disqualified neutral person at no additional cost to any disputant.

- e) An ADR service contractor shall provide, on an ongoing basis, a certificate of compliance with training/experience requirements for each neutral utilized in the program. The Contractor shall provide additional assurances regarding the competence and qualifications of neutrals providing services under the program, if necessary.
- f) The County, or its designee, may determine that a neutral person is not qualified to perform services under the ADR contract. In such an instance, the ADR service contractor shall provide additional training and support to the unqualified neutral to improve the neutral's performance. If the performance continues as unsatisfactory, that particular neutral shall not be allowed to perform services under the contract.

2. Orientation and Training of Neutral Persons (CCR § 3622)

- a) Each ADR service contractor shall require that all persons who provide dispute resolution services on its behalf complete a training program of at least 25 hours. This training must include a minimum of 10 hours classroom training and 10 hours for practical training as set forth in CCR § 3622. The training must be completed prior to the provision of dispute resolution services by that person.
- b) ADR service contractors shall provide to all trainees who satisfactorily complete the required orientation and training program written verification of the dates and times at which the training was attended and completed.
- c) Any neutral person who has received training that complies substantially with the DRPA and its regulations, or who has previously completed, at least, 25 hours of dispute resolution experience shall be deemed to have met the orientation and training requirements mandated by the DRPA and its regulations. Such prior training or experience shall be verified by the program or organization through which it was rendered.

3. Agreements by Disputants (CCR § 3626)

The use of any written agreement form pursuant to CCR § 3626 must be approved in advance, prior to its use, by the County or its designee.

4. Fees for Service

- a) Under the DRPA and its regulations, an ADR service contractor is not required to charge fees to disputants for dispute resolution services. However, if an ADR service contractor charges fees for its dispute resolution services, such fees must be assessed on a sliding scale basis, according to income and financial need. The ADR service contractor shall fully explain to all disputants, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.
- b) An ADR service contractor may not assess any fees upon disputants who are indigent. "Indigent" includes persons whose income and resources meet the financial qualifications for federal Supplemental Security Income benefits.
- c) An ADR service contractor is prohibited from charging the following fees:
 - 1) contingent fees;
 - 2) fees calculated on the basis of the amount in controversy; or
 - 3) fees based on the failure or success of the disputants to agree to resolution terms previously designated by one or more of the disputants.

5. Follow-up Surveys (CCR § 3635)

- a) Yearly or on a more frequent basis, ADR service contractor shall conduct follow-up surveys of disputants who have used their services pursuant to CCR § 3635.

- b) The survey results shall be submitted as part of the yearly statistical report to the Board of Supervisors or its designee in compliance with B&P § 471.5. The completed disputant survey forms shall be made available to the Board of Supervisors (or its designee) upon request. Failure to comply with the reporting requirements on a timely basis may make the contractor ineligible for contract extensions or future contracts.

6. In-Kind Donations (CCR § 3640)

ADR service contractors may be required to report or credit in-kind donations, including services of volunteers and materials and/or property, as revenue or expenditures pursuant to CCR § 3640.

7. Monthly and Annual Statistical Reports

Pursuant to B&P § 471.5, to assist the County in evaluating the impact and effectiveness of the ADR program services, each ADR service contractor will be required to submit a monthly statistical data report regarding the number of cases by dispute type referred to it under the contract; the number of persons it served; the number of persons opting not to utilize the service; the number of disputes resolved; the number of persons utilizing the process more than once; the duration of and estimated costs of the mediations, settlement conferences or other services conducted. These monthly reports will be provided on a form approved by the County, along with a definition of the terms used and instructions regarding how the statistics will be reported. A yearly summary of these statistics will be submitted within ninety (90) days of the close of each contract year. Failure to comply with the reporting requirements on a timely basis may make the contractor ineligible for contract extensions or future contracts.

8. Monthly Expenditure Reporting and Yearly Fiscal Reports (CCR § 3642)

- a) On a monthly basis, and within twenty (20) days of close of each contract month, the ADR service contractor shall submit a monthly billing statement, following the format provided by the County, for the just-closed month. The contractor shall also submit on a monthly basis a summary of expenditures during the just-closed month for direct dispute resolution services paid with contract funds, such as payments to neutrals, and a summary of expenditures by category per Attachment F – Budget Allocation paid with contract funds during the just-closed month. Upon request, ADR service contractor shall provide supporting documentation regarding any expense category listed in the above-referenced summaries within ten (10) days from request. Failure to provide documentation in a timely manner may result in the contractor being required to pay the County the value of misreported items, and may make the contractor ineligible for contract extensions or future contracts.
- b) The ADR service contractor shall submit a yearly report prepared by an independent accountant that describes and assesses the ADR service contractor's fiscal practices and status. The report shall be delivered to the Board of Supervisors or its designee no later than ninety (90) days from the close of each contract year. Supporting receipts/invoices may be requested by the County or its designee. Failure to comply with the reporting requirements on a timely basis may make the contractor ineligible for contract extensions or future contracts.
- c) The ADR service contractor shall submit a yearly report with a final reconciliation of actual revenues and expenses compared to the estimated budget for the contract period. The report shall be delivered to the Board of Supervisors or its designee no later than ninety (90) days from the close of each contract year. Failure to comply with the reporting requirements on a timely basis may make the contractor ineligible for contract extensions or future contracts.

9. Proposer General Responsibilities

- a) ADR service contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

- b) Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, stating the administrative requirements, cost principles and other standards for accountancy.
- c) All records shall be complete and current, and comply with all requirements of the contract. Failure to maintain acceptable records will be considered grounds for withholding payments for billings submitted and for termination of the contract.
- d) ADR service contractor must notify designated County staff, via fax or telephone, fifteen (15) days preceding any change in address. ADR service contractor(s) shall follow-up with written notification within three (3) days of change of address.
- e) ADR service contractor shall also ensure that it maintains its eligibility for DRPA funding throughout the duration of the contract. Failure to maintain that eligibility may result in immediate termination of the contract and non-payment for services rendered during any period of non-compliance with the DRPA rules and regulations.
- f) ADR service contractor shall submit to the COUNTY any revision to the sliding fee scale information given to disputants pursuant to B&P § 467.2(c).

V. CONTRACT REQUIREMENTS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact

The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer or designee must respond to County inquires within two (2) business days. Proposer shall not change the primary contact without written notification and acceptance of the County. Proposer will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

Proposer shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

Proposer agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Proposer. It shall be fully responsible for the performance and payments of any subcontractor's contract.

7. Agreement Assignability

Without the prior written consent of the County, the Agreement is not assignable by Proposer either in whole or in part.

8. Agreement Amendments

Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Proposer and the County.

9. Termination for Convenience

The County for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Proposer may be paid for services satisfactorily rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination of a termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. It shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V.B.1 - Indemnification.

11. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

12. Electronic Fund Transfer Program

Proposer shall accept all payments from County via electronic funds transfer (EFT) directly deposited into its designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

13. Licenses, Permits, and/or Certifications

Proposer shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Proposer shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. It will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Agreement.

14. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, Proposer shall notify the County within one (1) working day, in writing and by telephone.

15. Conflict of Interest

Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer,

shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or its officers or employees.

16. Improper Consideration

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from it. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

Proposer agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the County determines that Proposer has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by Proposer pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, Paragraph A.9-Termination for Convenience. Unless otherwise directed by the County, Proposer may retain copies of such items.

20. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in

part under this contract shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

21. Invoices

Vendor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

22. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Proposer's relationship with County may be made or used without prior written approval of the County.

23. Damage to County Property, Facilities, Buildings or Grounds

Proposer shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Proposer or its employees or agents. Such repairs shall be made immediately after Proposer becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If Proposer fails to make timely repairs, the County may make any necessary repairs. Proposer, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to Proposer from the County.

24. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:

- a) Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c) Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

25. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm.

The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

B. Indemnification and Insurance Requirements

1. Indemnification

Proposer agrees to indemnify, defend (with counsel reasonably approved by County and the Superior Court of the State of California ("Court")) and hold harmless the County and the Court and their respective authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or the Court on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. This Proposer indemnification obligation applies to the Indemnitees' "active" as well as "passive" negligence but does not apply to the Indemnitees' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Indemnitees as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Indemnitees to vicarious liability but shall allow coverage for the Indemnitees to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

Proposer shall require the carriers of the above-required coverages to waive all rights of subrogation against the Indemnitees. All general or auto liability insurance coverage provided shall

not prohibit the Proposer and its employees or agents from waiving the right of subrogation prior to a loss or claim. Proposer hereby waives all rights of subrogation against the Indemnitees.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Proposer and the Indemnitees or between the Indemnitees and any other insured or additional insured under the policy.

Proof of Coverage

Proposer shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Indemnitees and Proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Proposer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by County Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Proposer or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County-purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the Indemnitees. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the Indemnitee's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Indemnitees.

2. Insurance Specifications

Proposer agrees to provide insurance set forth in accordance with the requirements herein. If Proposer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Proposer agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, Proposer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Proposer and all risks to such persons under this Contract.

If Proposer has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

Proposer shall carry General Liability Insurance covering all operations performed by or on its behalf providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations)
- d) Personal Injury
- e) Contractual liability
- f) \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Proposer is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Proposer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

C. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under this Contract. Proposer shall give full cooperation, in any auditing or monitoring conducted and shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Proposer’s performance of its duties or other terms of this contract are deficient in any manner, County will notify Proposer of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off- set the cost thereof from any amounts due Proposer under this contract or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of four years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied. Submittal of a response also indicates that Proposer agrees that it can meet and can prove it can meet all DRPA eligibility requirements.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act". Copies of the proposals will also be maintained in the files of the Court and, therefore, subject to California Rules of Court (CRC) 10.500. Under rule 10.500, materials marked "confidential" or "proprietary" are not automatically exempt from disclosure. Such materials may be disclosed to the public upon request unless a specific exemption under rule 10.500 is applicable. Proposers are therefore encouraged to review rule 10.500 before submitting any confidential, private or proprietary materials as part of any proposal.
5. Pursuant to Title 16, Division 36, Article 2, Section 3609, the County is required to send copies of all DRPA RFPs, proposals and supporting documentation to the California Department of Consumer Affairs Dispute Resolution Office.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and eight (8) copies, for a total of nine (9), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II-Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. The original should be a complete package (including the two (2) copies of the financials in a separate envelope). Copies must not contain the financial information.
3. Hand carried proposals may be delivered to the address identified in Section I. Paragraph F- Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County or Court, up to the proposal submittal deadline of October 11, 2011. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Cover Page

Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

Complete Attachment A1 – Proposal Worksheet

2. Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Statement of Experience

Include the following in this section of the proposal:

- a) Business name of the prospective Proposer and legal entity such as corporation, partnership, etc.

- b) Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
- c) A statement that the prospective Proposer has a demonstrated capacity to perform the required services.

4. Minimum Vendor Requirements

Complete, initial, and sign Attachment B.

5. Exceptions to RFP

Complete Attachment C.

6. Statement of Certification

Include the following on Attachment D:

- a) A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
- b) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
- c) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
- d) A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e) A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f) A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

7. References

Provide a list of references from other agencies that you have established a contract with on a project of this nature. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment E.

8. Proposal Description

Provide a detailed description of the proposal being made.

- a) The proposal should address, but is not limited to, all terms in Section IV-Scope of Work.
- b) The proposal should include the following:
 - i. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these.
 - ii. A concise statement of the services (and product, if applicable) proposed.
 - iii. An explanation of any assumptions and/or constraints.

9. Statement of Qualifications

Include the following in this section of the proposal:

- a) Statement that the Proposer does not have any commitments or potential commitments, which may impact its ability to perform the Contract.
- b) A list of references with which Proposer has provided similar services during the last year. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.
- c) Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal

year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

- d) Any anticipated revenue which exceeds the actual revenue shown on audited financial statements by more than 100 percent must be documented and explained.

10. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph 13-Licenses, Permits and/or Certifications.

11. Cost

Complete proposed pricing on Attachment F – Operating Budget Form.

12. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

13. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B-Indemnification and Insurance Requirements.

VII. EVALUATION AND AWARD

A. General

Proposals will be subject to a review process developed by the County, which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

B. Evaluation Criteria

1. **Initial Review (Pass/Fail)** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a) The proposal must be complete, in the required format, and comply with all RFP requirements regarding submittal of a proposal and any other requirement identified as a minimum requirement.

- b) Proposers must meet the Minimum Proposal Requirements as outlined in Section I, Paragraph C-Minimum Proposal Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, variation, or the County may elect to waive the deficiency and accept the proposal.

2. Technical Review (100 points) - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a) Demonstrated performance of Proposer.
 - 1. Performance in any county contracts under DRPA, measured by output, usage patterns, and settlements rates.
 - 2. Compliance with court protocols and meet reporting requirements.
 - 3. Experience and effectiveness of mediators, relative to case type.
 - 4. Experience and effectiveness of administrative personnel.
 - 5. Collaboration with local justice agencies.
- b) Company stability and reliability
 - 1. Percentage of budget allocated to dispute resolution services, whether the allocation exceeds minimum requirements under DRPA
 - 2. Amount/percentage of in-kind funding vs. revenue, reliability of revenue sources
 - 3. Amount of funding requested, coordination of DRPA funds with other funding sources
 - 4. Ability to articulate service plan, including implementation plan
 - 5. Community and professional references
- c) Project plan/proposal methodology.
 - 1. Need for services, variety of services offered
 - 2. Unit cost per type of case
 - 3. Number of persons to be served
 - 4. Training and education of volunteers
 - 5. Pro bono services offered

3. Cost Evaluation – The primary consideration will be the effectiveness of the Proposer in the delivery of the services (and product, if applicable) based on demonstrated performance. Cost-effectiveness is only one component, and not necessarily the primary one. DRPA requires that a minimum of 51 percent of the Proposer's budget for the contract period must be allocated and expended for dispute resolution services; however, proposals that exceed the minimum percentage may be given added consideration during the review process.

Additionally, pursuant to CCR § 3665 and B&P § 468.3, qualified proposers shall be screened by the County according to the following criteria:

- a) The need for the Proposer's services in the proposed geographical area and any duplication or overlap among dispute resolution programs in the proposed area of service, and community support factors. Letters of references from other community or government agencies regarding the provision of dispute resolution services are encouraged and will be given consideration during the proposal evaluation process.
- b) The structure and scope of the services to be provided by the Proposer, the number of parties who may be served, and the quality and validity of the program.
- c) Amount of Proposer's requested funding.
- d) Unit cost, according to type and scope of the proposed program.
- e) The reliability of the Proposer's other funding sources.
- f) The adequacy and cost of Proposer's facilities and personnel, and its administrative capability.

Other factors may include the likelihood of contract amendments, phases of work that are proposed, or the track record for business partners and/or subcontractors to deliver services on time and within budget.

C. Oral Presentations/Interviews

Proposers whose submissions most closely meet the selection criteria and which are deemed to be the most advantageous to the County may be requested to give an oral presentation to, and/or be interviewed by, members of the evaluation committee. Proposers may be requested to address specific parts of their proposal at that time.

D. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

E. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. A Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

County of San Bernardino
Purchasing Department
Attn: Laurie Rozko, Director
Ref: RFP No. P-01
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.

ATTACHMENT A – COVER PAGE

PROPOSER'S NAME (*name of firm, entity, or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT A1 – PROPOSAL WORKSHEET

Court Locations	Case Types	Calendar Days Each Week	Number of Cases Per Month	Cost Per Case <i>(contract price per month divided by number of mediations per month)</i>	Who Will Mediate <i>(Retired Judge, Attorney, Law Student, etc.)</i>	Community Mediation Services <i>(out-of-courthouse services)</i>	Party Pay Services
Barstow	Civil						
Barstow	Small Claims/ UDs						
Barstow	Family						
Barstow	Probate Juvenile Harassment Collections						
Big Bear	Probate Juvenile Harassment Collections						
Chino	Probate Juvenile Harassment Collections						

Court Locations	Case Types	Calendar Days Each Week	Number of Cases Per Month	Cost Per Case <i>(contract price per month divided by number of mediations per month)</i>	Who Will Mediate <i>(Retired Judge, Attorney, Law Student, etc.)</i>	Community Mediation Services <i>(out-of-courthouse services)</i>	Party Pay Services
Fontana	Small Claims/UDs						
Joshua Tree	Civil						
Joshua Tree	Small Claims/UDs						
Joshua Tree	Family						
Joshua Tree	Probate Juvenile Harassment Collections						
Needles	Probate Juvenile Harassment Collections						
Rancho	Civil						

Court Locations	Case Types	Calendar Days Each Week	Number of Cases Per Month	Cost Per Case <i>(contract price per month divided by number of mediations per month)</i>	Who Will Mediate <i>(Retired Judge, Attorney, Law Student, etc.)</i>	Community Mediation Services <i>(out-of-courthouse services)</i>	Party Pay Services
Rancho	UD						
Rancho	Family						
Rancho	Probate Juvenile Harassment Collections						
San Bernardino Civil (303 West 3 rd Street)	Civil						
San Bernardino Civil (303 West 3 rd Street)	Small Claims/ UDs						
San Bernardino Civil (303 West 3 rd Street)	Probate Juvenile Harassment Collections						
San Bernardino Historic	Family						

Court Locations	Case Types	Calendar Days Each Week	Number of Cases Per Month	Cost Per Case <i>(contract price per month divided by number of mediations per month)</i>	Who Will Mediate <i>(Retired Judge, Attorney, Law Student, etc.)</i>	Community Mediation Services <i>(out-of-courthouse services)</i>	Party Pay Services
San Bernardino Historic	Probate Juvenile Harassment Collections						
Victorville	Civil						
Victorville	Small Claims/ UDs						
Victorville	Family						
Victorville	Probate Juvenile Harassment Collections						

ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all proposals submitted in response to this RFP. Initialing indicates Proposer’s agreement to RFP and contract terms and conditions, unless exceptions are noted in Attachment C “Exceptions to RFP”, and that required information is being provided in corresponding section of proposal.

	Requirement	Agree (initial)	Agree with Qualification (initial and attach explanation)
1.a)	Evidence of compliance that Proposer’s organizational status meets DRPA requirements under CCR Title 16 § 3605(a).		
1.b)	Evidence of compliance that Proposer’s primary purpose meets DRPA requirements under CCR Title 16 § 3605(b).		
1.c)	Evidence of community support attesting to the organization’s willingness to make referrals to Proposer per CCR Title 16 § 3605(c).		
2.a)	Description of Proposer’s organizational structure, including any sponsoring or parent organizations [CCR Title 16 § 3608(a) (1)], and identification of any biographical information for the members of its Board of Directors, if any.		
2.b)	Description of the proposed geographic area of service, the service population, and the number of persons the Proposer will have the capacity to serve on an annual basis. [CCR Title 16 § 3608(a)(2)]		
2.c)	Description of types of disputes to be handled, types of dispute resolution services to be offered, and any restrictions to be imposed by program. [CCR Title 16 § 3608(a)(3)] List Court Districts where ADR services will be provided, with days and hours of operation specified.		
2.d)	Description of any fee schedule to be used. [CCR Title 16 § 3608(a)(4)]		
2.e)	List of civic groups, social service agencies, governmental entities, and justice system agencies available to accept and make referrals to Proposer. [CCR Title 16 § 3608(a)(5)]		
2.f)	Description of Proposer’s plans for publicizing its services to potential referral agencies, courts and justice system agencies, and the public. [CCR Title 16 § 3608(a)(6)]		
2.g)	Statement that in hiring staff, recruiting volunteers, or rendering services, the Proposer will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation or age. [CCR Title 16 § 3608(a)(7)]		
2.h)	Estimated annual budget in compliance with CCR Title 16 § 3608(b) and B&P §468.2(b) and §470.2. Proposer must submit Attachment F “Operating Budget Form” for principle components of program, and Attachment G “Projected Revenues and Other Income Form”. Attachment G must comply with CCR Title 16 §3640, including the valuation of in-kind donations claimed as revenue to support the requirements of B&P §470.2.		
3.a)	Description of compliance with DRPA per B&P CCR § 467.2(a)		

	Requirement	Agree (initial)	Agree with Qualification (initial and attach explanation)
3.b)	Description of use of trained neutrals per B&P § 467.2(b), and copies of all current training materials.		
3.c)	Copy of information to be given to disputant per B&P § 467.2(c).		
3.d)	Procedures for ensuring written agreement or award resolving dispute will be issued per B&P § 467.2(d).		
3.e)	Plan for ensuring ADR services will be provided equally to all disputants per B&P § 467.2(e).		
3.f)	Procedures for ensuring parties are informed that participation is voluntary per B&P § 467.2(f).		
3.g)	Statement under penalty of perjury that the primary purpose of Proposer is provision of alternate dispute resolution services per B&P § 467.2(g).		
3.h)	Copy of follow-up survey questionnaire form mandated under DRPA and Proposer's plan or procedures for administering survey. . [CCR § 3635]		
4.a)	Description of available dispute resolution services and resources within the defined geographic area.		
4.b)	Description of the proposed ADR services, by type and prupose, including evidence of community support or need for the services, the present availability of resources, and the Proposer's administrative capability.		
4.c)	Description of existing or planned cooperation between the Proposer and local human service and justice system agencies.		
4.d)	Description of the demonstrated effort the Proposer will make to coordinate or consolidate funds that may be awarded under this RFP with other local, state, or federal funds available for the activities.		
4.e)	Explanation of the methods the Proposer will use to select and train mediators and other facilitators to be used in the dispute resolution process.		
4.f)	Description of Proposer's past experience in providing dispute resolution services, as defined in DRPA, the same as or similar to services proposed in response to this RFP.		
4.g)	Résumes of Proposer's proposed ADR program administrator and any professional staff, and list of Proposer's current neutrals and their qualifications/experience.		
4.h)	Number of cases by dispute types Proposer has capacity to serve on an annual basis, types and methods of dispute resolution to be offered – including collateral ADR services, focus on particular groups or litigants (such as self-represented), and any restrictions or limitations on ADR services.		

	Requirement	Agree (initial)	Agree with Qualification (initial and attach explanation)
5.	Copies of Proposer's organizational chart and written job qualifications and job descriptions for all staff, including independent contractors, employees and volunteers, and identification of and biographical information for the members of its Board of Directors (if any). [B&P § 468.2(h)]		
6.	Operating Budget Form (Attachment F) consistent with B&P § 470.2, and Projected Revenues and Other Income Form (Attachment G).		
7.	Have no record of unsatisfactory performance. Proposer's who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
8.	Have the ability to maintain adequate files and records and meet statistical or other reporting requirements.		
9.	Have the administrative and fiscal capability to provide and satisfactorily manage the proposed services and to ensure an adequate audit trail.		
10.	Provide a list of references of other agencies involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide alternate dispute resolution services as outlined in this RFP. All references must have names, titles and phone numbers.		
11.	Meet other presentation and participation requirements listed in this RFP.		

SIGNED _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT C – EXCEPTIONS TO RFP

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the County of San Bernardino.

	Statement	Agree (initial)	Agree with Qualification (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded;		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law;		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded;		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Vendor’s ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

ATTACHMENT E – REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

Provide a list of references you have contracted with, providing the same service as requested in this RFP.

*Enter **“Present”** if still providing the services (Example: 10/08/03/present).

ATTACHMENT F – OPERATING BUDGET FORM

Proposer	
-----------------	--

Total Proposed Operating Budget

Administrative Personnel Salaries & Related Expenses (add pages as necessary)		
<u>Title</u>	<u>Salary & Related Expenses**</u>	
	\$	
	\$	
	\$	
	\$	
Subtotal Administrative Personnel		\$
Administrative Operating Expenses		
Facilities & Utilities		\$
Equipment		\$
Office Expenses & Supplies		\$
Meeting Expenses		\$
Travel		\$
Other Administrative Expenses (not included in above)		\$
Subtotal Administrative Operating Expenses		\$
Training (and Training-related Expenses)		\$
Consultant Services (e.g., Legal, Accounting, Audit, etc.)		\$
Direct & Collateral Dispute Resolution Services**: (be specific)		\$
•		
•		
•		
•		
Other:		\$
Other:		\$
Subtotal Training, Consultant & Direct & Collateral Dispute Resolution Expenses		\$

*Salary & Related Expenses includes salary, benefits, worker’s compensation costs, payroll taxes, etc.

** = For the duration of the grant period, a minimum of 51% of the Grantee's budget for the grant period must be allocated and expended for dispute resolution services, as defined in Title 16, Division 36 Dispute Resolution Advisory Council Article 1. General Provisions Section 3600, which may include collateral services defined as screening and intake of disputants, preparing for and conducting dispute resolution proceedings, drafting agreements and/or awards, providing information and/or referral services, and conducting follow-up surveys. Additionally, the County’s funding of the Grantee cannot exceed 50% of the approved estimated cost of the program. (B & P §470.2) [See Attachment G]

TOTAL ESTIMATED COST TO COUNTY	
Total Proposed Operating Budget (from above)	\$
Total Matching Revenue & Income (from Attachment G)	\$
TOTAL ESTIMATED COST TO COUNTY OF PROGRAM	\$

[Add additional pages as necessary]

ATTACHMENT G – PROJECTED REVENUES AND OTHER INCOME FORM

**CALIFORNIA DISPUTE RESOLUTION PROGRAMS ACT
Projected Revenues and Other Income Form
(For the Dispute Resolution Program)**

<i>Proposer</i>	
------------------------	--

REVENUE SOURCES

Public Revenue <i>(Excluding grant amounts requested pursuant to the California Dispute Resolution Programs Act)</i>	
<u>Source</u>	<u>Amount</u>
<i>Public Revenue Subtotal:</i>	\$

Private or Fee Revenue <i>(Excluding grant amounts requested pursuant to California Dispute Resolutions Programs Act, but including low cost or sliding scale fees paid by parties and other income)</i>	
<u>Source</u>	<u>Amount</u>
<i>Private or Fee Revenue Subtotal:</i>	\$

In-kind Revenue <i>(Specify the basis for the valuation. For example, if the source is donated time, state the number of hours and the value of the time per hour.)*</i>	
<u>Source</u>	<u>Amount</u>
<i>In-kind Revenue Subtotal:</i>	\$

TOTAL MATCHING REVENUE AND INCOME	\$
--	----

*See 16 CCR 3640 for valuation of in-kind donations.

[Add additional pages as necessary]

ATTACHMENT H – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

Items Completed		Page(s)
1.	Attachment A – Cover Page	
2.	Attachment A1 – Proposal Worksheet	
3.	Attachment B – Minimum Proposer Requirements	
4.	Attachment C – Exceptions to RFP	
5.	Attachment D – Statement of Certification	
6.	Attachment E – References	
7.	Attachment F – Operating Budget Form	
8.	Attachment G – Projected Revenues and Other Income Form	
9.	Attachment H – Proposer Eligibility and Proposal Requirements	
10.	Licenses, Permits, and/or Certifications	
11.	Financials (Two Years)	

ATTACHMENT I – BUSINESS AND PROFESSIONS CODE

Chapter 8. Dispute Resolution Programs

Article 1. Legislative Purpose

Article 2. Definitions

§ 466. Definitions

Article 3. Establishment and Administration of Programs

§ 467. Dispute Resolution Advisory Council

§ 467.1. Contract requirements; County programs

§ 467.2. Eligibility for program funding

§ 467.3. Provision of written statement to parties; Contents

§ 467.4. Agreements resolving disputes; Enforcement; Admissibility in evidence; Tolling statute of limitations

§ 467.5. Communications during mediation proceedings

§ 467.6. Statistical records; Anonymity of parties

§ 467.7. Withdrawal from dispute resolution; Criminal complaints; Waiver of right to counsel

Article 4. Application Procedures

§ 468. Funding for projects proposed by eligible programs

§ 468.1. Selection of programs

§ 468.2. Applications; Required information

§ 468.3. Funding priorities; Criteria

Article 5. Payment Procedures

§ 469. Apportionment of funds; Administrative costs; Methods of payment or reimbursement

Article 6. Funding

§ 470. Acceptance and disbursement of funds by counties

§ 470.1. Acceptance of funds by grant recipients

§ 470.2. County's share of funding

§ 470.3. [Section repealed 2006.]

§ 470.5. Monthly distributions from filing fees for support of dispute resolution programs

§ 470.6. Carry over of moneys and fees

Article 7. Rules and Regulations

§ 471. Rules and regulations; Guidelines for evaluating performance of participating programs; Review

§ 471.3. Statewide uniformity with guidelines contained in rules and regulations

§ 471.5. Annual provision of statistical data

§ 466. Definitions (as used in this chapter)

(a) "Dispute resolution" includes, but is not limited to, mediation, conciliation, and arbitration.

(b) "Program" means an entity that provides dispute resolution.

(c) "Advisory Council" means the Dispute Resolution Advisory Council.

§ 467. Dispute Resolution Advisory Council

(a) There is in the Division of Consumer Services of the Department of Consumer Affairs a Dispute Resolution Advisory Council. The advisory council shall complete the duties required by this chapter no later than January 1, 1989.

(b) The advisory council shall consist of seven persons, five of whom shall be appointed by the Governor. One member shall be appointed by the Senate Rules Committee, and one member shall be appointed by the Speaker of the Assembly. At least four of the persons appointed to the advisory council shall be active

members of the State Bar of California, and at least four persons appointed to the advisory council shall have a minimum of two years of direct experience in utilizing dispute resolution techniques. The members of the advisory council shall reflect the racial, ethnic, sexual, and geographic diversity of the State of California.

(c) The members of the advisory council shall not receive a salary for their services but shall be reimbursed for their actual and necessary travel and other expenses incurred in the performance of their duties.

§ 467.1. Contract requirements; County programs

(a) A program funded pursuant to this chapter shall be operated pursuant to contract with the county and shall comply with all of the requirements of this chapter and the rules and regulations of the advisory council.

(b) Counties may establish a program of grants to public entities and nonpartisan nonprofit corporations for the establishment and continuance of programs to be operated under the requirements of this chapter and the standards developed by the advisory council. The board of supervisors of a county in which, because of the county's size, the distribution authorized by Section 470.5 is insufficient to establish a county program may enter into an agreement with the board of supervisors of one or more other such counties to establish a program authorized by this chapter on a regional basis.

§ 467.2. Eligibility for program funding

A program shall not be eligible for funding under this chapter unless it meets all of the following requirements:

(a) Compliance with this chapter and the applicable rules and regulations of the advisory council.

(b) Provision of neutral persons adequately trained in conflict resolution techniques as required by the rules and regulations promulgated by the advisory council pursuant to Section 471.

(c) Provision of dispute resolution, on a sliding scale basis, and without cost to indigents.

(d) Provision that, upon consent of the parties, a written agreement or an award resolving a dispute will be issued setting out a settlement of the issues involved in the dispute and the future responsibilities of each party.

(e) Provision of neutral procedures applicable equally to all participants without any special benefit or consideration given to persons or entities providing funding for the programs.

(f) Provision that participation in the program is voluntary and that the parties are not coerced to enter dispute resolution.

(g) Provision of alternative dispute resolution is the primary purpose of the program.

(h) Programs operated by counties that receive funding under this chapter shall be operated primarily for the purposes of dispute resolution, consistent with the purposes of this chapter.

§ 467.3. Provision of written statement to parties; Contents

Programs funded pursuant to this chapter shall provide persons indicating an intention to utilize the dispute resolution process with a written statement prior to the dispute resolution proceeding, in language easy to read and understand, stating all of the following:

(a) The nature of the dispute.

(b) The nature of the dispute resolution process.

(c) The rights and obligations of the parties, including, but not limited to, all of the following:

(1) The right to call and examine witnesses.

(2) The right of the parties to be accompanied by counsel, who may participate as permitted under the rules and procedures of the program.

(d) The procedures under which the dispute resolution will be conducted.

(e) If the parties enter into arbitration, whether the dispute resolution process will be binding.

§ 467.4. Agreements resolving disputes; Enforcement; Admissibility in evidence; Tolling statute of limitations

(a) An agreement resolving a dispute entered into with the assistance of a program shall not be enforceable in a court nor shall it be admissible as evidence in any judicial or administrative proceeding, unless the consent of the parties or the agreement includes a provision that clearly states the intention of the parties that the agreement or any resulting award shall be so enforceable or admissible as evidence.

(b) The parties may agree in writing to toll the applicable statute of limitations during the pendency of the dispute resolution process.

§ 467.5. Communications during mediation proceedings

Notwithstanding the express application of Chapter 2 (commencing with [Section 1115\) of Division 9 of the Evidence Code](#) to mediations, all proceedings conducted by a program funded pursuant to this chapter, including, but not limited to, arbitrations and conciliations, are subject to Chapter 2 (commencing with [Section 1115\) of Division 9 of the Evidence Code](#).

§ 467.6. Statistical records; Anonymity of parties

Each program shall maintain those statistical records required by Section 471.5, and as may be required by the county. The records shall maintain the confidentiality and anonymity of the parties.

§ 467.7. Withdrawal from dispute resolution; Criminal complaints; Waiver of right to counsel

(a) Unless the parties have agreed to a binding award, nothing in this chapter shall be construed to prohibit any person who voluntarily enters the dispute resolution process from revoking his or her consent, withdrawing from dispute resolution, and seeking judicial or administrative redress.

(b) In cases in which a criminal complaint has been filed by a prosecutor, other than for an infraction, the advice of counsel shall be obtained before any dispute resolution process is initiated. Nothing in this subdivision shall be construed to preclude a defendant from knowingly and voluntarily waiving the right to counsel. A defendant who indicates a desire to waive the right to counsel shall be encouraged to consult with the public defender or private counsel before waiving that right.

§ 468. Funding for projects proposed by eligible programs All funds available to a county for the purposes of this chapter shall be utilized for projects proposed by eligible programs.

§ 468.1. Selection of programs

Programs shall be selected for funding by a county from the applications submitted therefor.

§ 468.2. Applications; Required information

Applications submitted for funding shall include, but need not be limited to, all of the following information:

(a) Evidence of compliance with Sections 467.2, 467.3, and 467.4.

(b) A description of the proposed community area of service, cost of the principal components of operation, and any other characteristics, as determined by rules of the advisory council.

(c) A description of available dispute resolution services and facilities within the defined geographical area.

(d) A description of the applicant's proposed program, by type and purpose, including evidence of community support, the present availability of resources, and the applicant's administrative capability.

(e) A description of existing or planned cooperation between the applicant and local human service and justice system agencies.

(f) A demonstrated effort on the part of the applicant to show the manner in which funds that may be awarded under this program may be coordinated or consolidated with other local, state, or federal funds available for the activities described in Sections 467.2, 467.3, and 467.4.

(g) An explanation of the methods to be used for selecting and training mediators and other facilitators used in the dispute resolution process.

(h) Such additional information as may be required by the county.

§ 468.3. Funding priorities; Criteria

Data supplied by each applicant shall be used to assign relative funding priority on the basis of criteria developed by the advisory council. The criteria may include, but shall not be limited to, all of the following, in addition to the criteria set forth in Section 468.2:

(a) Unit cost, according to the type and scope of the proposed program.

(b) Quality and validity of the program.

(c) Number of participants who may be served.

- (d) Administrative capability.
- (e) Community support factors.

§ 469. Apportionment of funds; Administrative costs; Methods of payment or reimbursement

Upon the approval of the county, funds available for the purposes of this chapter shall be used for the costs of operation of approved programs. Not more than 10 percent of funds available for the purposes of this chapter shall be used to finance the administration of the program by a county with a population of 500,000 or more persons, and no more than 20 percent may be so used if its population is less than that amount. All moneys allocated for the purposes of this chapter shall be apportioned and distributed to programs in the county, taking into account the relative population and needs of a community as well as the availability of existing dispute resolution facilities offering alternatives to the formal judicial system. If any program receives funding from any other county fee enhancements collected for the purpose of funding alternative dispute resolution services, the county shall consider that fact in determining the appropriate level of funding for a particular program. The methods of payment or reimbursement for dispute resolution costs shall be specified by the county and may vary among programs. All such arrangements shall conform to the regulations of the advisory council.

§ 470. Acceptance and disbursement of funds by counties

A county may accept and disburse funds from any public or private source for the purposes of this chapter.

§ 470.1. Acceptance of funds by grant recipients

- (a) A grant recipient may accept funds from any public or private source for the purposes of this chapter.
- (b) A county and its representatives may inspect, examine, and audit the fiscal affairs of the programs and the projects funded under this chapter.
- (c) Programs shall, whenever reasonably possible, make use of public facilities at free or nominal costs.

§ 470.2. County's share of funding

A county's share of the funding pursuant to this chapter shall not exceed 50 percent of the approved estimated cost of the program.

§ 470.5. Monthly distributions from filing fees for support of dispute resolution programs

(a) On and after January 1, 2006, as described in [Section 68085.1 of the Government Code](#), the Administrative Office of the Courts shall make monthly distributions from superior court filing fees for the support of dispute resolution programs under this chapter in each county that has acted to establish a program. The amount distributed in each county shall be equal to the following:

(1) From each first paper filing fee collected by the court as provided under Section 70611 or 70612, subdivision (a) of Section 70613, subdivision (a) of Section 70614, or [Section 70670 of the Government Code](#), and each first paper or petition filing fee collected by the court in a probate matter as provided under [Section 70650, 70651, 70652, 70653, or 70655 of the Government Code](#), the same amount as was required to be collected for the support of dispute resolution programs in that county as of December 31, 2005, when a fee was collected for the filing of a first paper in a civil action under [Section 26820.4 of the Government Code](#).

(2) From each first paper filing fee in a limited civil case collected by the court as provided under subdivision (b) of Section 70613 or subdivision (b) of [Section 70614 of the Government Code](#), and each first paper or petition filing fee collected by the court in a probate matter as provided under [Section 70654, 70656, or 70658 of the Government Code](#), the same amount as was required to be collected for the support of dispute resolution programs in that county as of December 31, 2005, when a fee was collected for the filing of a first paper in a civil action under [Section 72055 of the Government Code](#) where the amount demanded, excluding attorney's fees and costs, was ten thousand dollars (\$10,000) or less.

(b) Distributions under this section shall be used only for the support of dispute resolution programs authorized by this chapter. The county shall deposit the amounts distributed under this section in an account created and maintained for this purpose by the county. Records of these distributions shall be available for inspection by the public upon request.

(c) After January 1, 2006, a county that does not already have a distribution from superior court filing fees under this section and that establishes a dispute resolution program authorized by this chapter may approve a

distribution under this section. A county that already has a distribution under this section may change the amount of the distribution. The total amount to be distributed for the support of dispute resolution programs under this section may not exceed eight dollars (\$8) per filing fee.

(d) The county may make changes under subdivision (c) to be effective January 1 or July 1 of any year, on and after January 1, 2006. The county shall provide the Administrative Office of the Courts with a copy of the action of the board of supervisors that establishes the change at least 15 days before the date that the change goes into effect.

§ 470.6. Carry over of moneys and fees

A county may carry over moneys received from distributions under Section 470.5 and from the fees for the support of dispute resolution programs authorized by this chapter that were added to fees for filing a first paper in a civil action in superior court under the laws in effect before January 1, 2006.

§ 471. Rules and regulations; Guidelines for evaluating performance of participating programs; Review

(a) The advisory council shall adopt rules and regulations to effectuate the purposes of this chapter, including, but not limited to, guidelines to be used by the programs for the recruitment and training of persons conducting dispute resolution, and provisions for periodic monitoring and evaluation of the programs funded pursuant to this chapter. The advisory council shall establish guidelines to evaluate the performance of participating programs, which shall include analysis of court caseload reduction, cost savings to the state, the efficacy of the programs, and the feasibility of operation of a statewide program of grants at the time the state assumes the responsibility for the funding of trial courts.

(b) The advisory council shall adopt temporary guidelines within six months of its initial meeting. The adoption of these temporary guidelines shall not be subject to the procedures specified in Chapter 3.5 (commencing with [Section 11340\) of Division 3 of Title 2 of the Government Code](#).

Upon the adoption of the temporary guidelines, counties may award grants pursuant to this chapter. Programs funded pursuant to this chapter shall comply with the temporary guidelines, the requirements of this chapter and, when adopted, the formal rules and regulations.

(c) Formal rules and regulations implementing this chapter shall be adopted pursuant to Chapter 3.5 (commencing with [Section 11340\) of Division 3 of Title 2 of the Government Code](#) and, upon adoption, shall supersede the temporary guidelines adopted pursuant to subdivision (b).

(d) On and after January 1, 1989, or such earlier date as the advisory council completes its duties pursuant to this chapter, the Division of Consumer Services of the Department of Consumer Affairs shall periodically review the effectiveness of the rules and regulations adopted pursuant to this chapter and adopt changes thereto as necessary. It also shall monitor and evaluate the programs funded pursuant to this chapter as to their compliance with those rules and regulations.

(e) The Director of Consumer Affairs shall administer and enforce this chapter and the rules and regulations adopted pursuant to this chapter, and in so doing may exercise any power conferred under Chapter 4 (commencing with Section 300).

§ 471.3. Statewide uniformity with guidelines contained in rules and regulations

The rules and regulations adopted by the advisory council pursuant to Section 471 shall be formulated to promote statewide uniformity with the guidelines contained in those rules and regulations.

§ 471.5. Annual provision of statistical data

Each program funded pursuant to this chapter shall annually provide the county with statistical data regarding its operating budget; the number of referrals, categories, or types of cases referred to the program; the number of persons served by the program; the number of disputes resolved; the nature of the disputes resolved; rates of compliance; the number of persons utilizing the process more than once; the duration of and the estimated costs of the hearings conducted by the programs; and any other information that the county may require. The data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process.

DISPUTE RESOLUTION ADVISORY COUNCIL REGULATIONS
("D.R.P.A." REGULATIONS)

ARTICLE 1. GENERAL PROVISIONS

- § 3600. Terms and Definitions.
- § 3601. Application of Regulations.
- § 3602. Dispute Resolution Services.

ARTICLE 2. GENERAL ELIGIBILITY AND APPLICATION REQUIREMENTS

- § 3605. Eligibility for Funding.
- § 3608. Grant Application Requirements.
- § 3609. Coordination with Department of Consumer Affairs.
- § 3611. Voluntary Participation by Criminal Defendants.

ARTICLE 3. GRANTEE OPERATIONS, TRAINING AND SERVICE STANDARDS

- § 3615. Budgetary Allocations.
- § 3618. Fees for Service.
- § 3620. Services by Neutral Persons.
- § 3622. Orientation and Training of Neutral Persons.
- § 3626. Agreements by Disputants.
- § 3630. Attorney Participation.
- § 3632. Information and Referral Services.
- § 3635. Follow-up Surveys.

ARTICLE 4. GRANTEE MANAGEMENT, ACCOUNTING, AND REPORTING REQUIREMENTS

- § 3640. In-Kind Donations.
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- § 3648. Personnel Policies.
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ARTICLE 5. COUNTY USE OF FEES AND GRANT MANAGEMENT

- § 3660. Filing Fee Revenues.
- § 3662. Public Information and Coordination.
- § 3665. Competitive Grant Proposal Process.
- § 3670. Grant Award Timeframes.
- § 3675. Reporting to Department of Consumer Affairs.
- § 3680. Local Administrative Policies and Practices.

§ 3600. Terms and Definitions (as used in the chapter)

- (a) "Act" means the Dispute Resolution Programs Act of 1986, commencing with Section 465 of the California Business and Professions Code.
- (b) "Code" means the California Business and Professions Code.
- (c) "Department of Consumer Affairs" means the California State Department of Consumer Affairs, located at 1020 N Street, Room 504, Sacramento, California 95814.
- (d) "Regulations" refers to California Code of Regulations, Title 16, Chapter 36, commencing with Section 3600.

§ 3601. Application of Regulations.

These Regulations apply to dispute resolution services provided pursuant to the Act, to counties that fund dispute resolution programs pursuant to the Act, and to the dispute resolution programs that receive funding

pursuant to the Act. These Regulations supplement the requirements of the Act, and must be read, interpreted and applied in conjunction with the Act.

§ 3602. Dispute Resolution Services.

(a) Dispute resolution services refers to a variety of dispute resolution processes and techniques, both proven and experimental, which are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings, and include:

(1) Conciliation, which means a process of independent communications between the disputants and a neutral person.

(2) Mediation, which means a process in which a neutral person(s) facilitates communication between the disputants to assist them in reaching a reconciliation, settlement, or other understanding.

(3) Arbitration, which means a voluntary adjudicative process in which a neutral person conducts a hearing, receives spoken and/or written evidence from the disputants and their witnesses, and renders a decision that may be binding or nonbinding depending on the consent of the disputants.

(b) "Collateral services," refers to screening and intake of disputants, preparing for and conducting dispute resolution proceedings, drafting agreements and/or awards, providing information and/or referral services, and conducting follow-up surveys.

§ 3605. Eligibility for Funding.

Every applicant for funding shall comply with all relevant provisions of the Act and shall also meet the eligibility requirements described in this section. Evidence of compliance with each of these requirements shall be submitted to the Board of Supervisors or its designee at the time of application.

(a) Organizational Status.

(1) Every applicant for funding must certify that its status is one of the following:

(A) A distinct, definitive unit of a governmental entity with a separate and identifiable annual budget;

(B) A nonpartisan, nonprofit corporation; or

(C) A distinct, definitive component or project of a nonpartisan, nonprofit corporation with a separate and identifiable annual budget.

(2) A nonpartisan, nonprofit corporation or component thereof must also provide evidence that it:

(A) is exempt from federal taxation under Internal Revenue Code Section 501(c) (3), or

(B) has an application for section 501(c) (3) status currently pending before the Internal Revenue Service.

(b) Primary Purpose.

To satisfy the primary purpose requirement of section 407.2(g) of the Act, a minimum of 51% of the estimated budget for the grant period of any program, project or entity shall be encumbered for the provision of dispute resolution services, as defined in Section 3602 of these Regulations.

(c) Community Support.

Each applicant for funding shall submit letters of support from community organizations, judicial and legal system representatives, administrative agencies, or other appropriate public service organizations in the proposed area of service. Such letters should, if appropriate, attest to the organization's willingness to make referrals to the applicant.

§ 3608. Grant Application Requirements.

(a) In addition to the requirements of Section 468.2 of the Act, all applicants shall also provide the following as part of their application for funding:

(1) A description of the applicant's organizational structure, including that of any sponsoring or parent organizations;

(2) A description of the proposed geographic area of service, the service population, and the number of persons the applicant will have the capacity to serve on an annual basis;

(3) A description of the types of disputes to be handled, the types of dispute resolution services to be offered, and any restrictions to be imposed by the program;

(4) A description of any fee schedule to be used;

(5) A list of civic groups, social services agencies, governmental entities, and justice system agencies available to accept and make referrals to the applicant;

(6) A description of the applicant's plans for publicizing its services to potential referral agencies, courts and justice system agencies, and the public;

(7) The applicant's organizational chart, personnel policies, duty statements, and resumes of all professional staff.

(8) A statement that in hiring staff, recruiting volunteers, or rendering services, the applicant will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation or age.

(b) Pursuant to Section 470.2 of the Code, each applicant shall submit an estimated budget for the grant period. In-kind donations may be reported as anticipated revenue to be derived from sources other than the county revenues generated pursuant to the Act, so long as the requirements of Section 3640 of these Regulations are satisfied.

§ 3609. Coordination with Department of Consumer Affairs.

At the time of submission of the application to the Board of Supervisors or its designee, every applicant shall forward to the Department of Consumer Affairs a copy of the application and supporting documentation for its request for funding pursuant to the Act.

§ 3611. Voluntary Participation by Criminal Defendants.

For the purposes of satisfying the eligibility requirements for funding, applicants who provide dispute resolution services to accused persons or defendants in pending criminal proceedings shall not be deemed to violate Section 467.2(f) of the Code so long as Section 467.7(b) of the Code is satisfied.

§ 3615. Budgetary Allocations.

For the duration of the grant period, a minimum of 51% of the Grantee's budget for the grant period must be allocated and expended for dispute resolution services, as defined in these Regulations, which may include collateral services, as defined in these Regulations.

§ 3618. Fees for Service.

(a) Under the Act and these Regulations, a Grantee is not required to charge fees to disputants for dispute resolution services. However, if a Grantee charges fees for its dispute resolution services, such fees must be assessed on a sliding scale basis, according to income and financial need. The Grantee shall fully explain to all disputants, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.

(b) A Grantee may not assess any fees upon disputants who are indigent. "Indigent" includes persons whose income and resources meet the financial qualifications for federal Supplemental Security Income benefits.

(c) A Grantee is prohibited from charging the following fees:

(1) contingent fees;

(2) fees calculated on the basis of the amount in controversy; or

(3) fees based on the failure or success of the disputants to agree to resolution terms previously designated by one or more of the disputants.

§ 3620. Services by Neutral Persons.

(a) A Grantee shall ensure that its dispute resolution services are provided by neutral persons.

(b) An individual shall not function as the neutral person if he or she has any personal bias regarding any particular disputant or the subject matter of the dispute.

(c) An individual shall not function as the neutral person if he or she has a financial interest in the subject matter of the dispute of a financial relationship with any party to the dispute resolution proceeding. The existence of such interests or relationships shall be deemed a conflict of interest.

(d) If, before or during the provision of dispute resolution services, a neutral person has or acquires an actual or apparent conflict of interest, the neutral person shall so inform all of the disputants, and shall disqualify

himself or herself as the neutral person unless all of the disputants consent in writing to continue. The Grantee shall replace a disqualified neutral person at no additional cost to any disputant.

§ 3622. Orientation and Training of Neutral Persons.

(a) Each Grantee shall require that all persons who provide dispute resolution services on its behalf complete a training program. The training must be completed prior to the provision of dispute resolution services by that person.

(b) For purposes of fulfilling the requirements of section 468.2(g) of the Act, each Grantee shall provide an orientation and training program for mediators and other facilitators. The program shall consist of a minimum of 25 hours of classroom and practical training.

(c) The classroom training shall consist of a minimum of 10 hours of lecture and discussion, and shall address the following topics:

(1) The history of dispute resolution as a problem solving technique and its relationship to the traditional justice system;

(2) The Act and these Regulations;

(3) An overview of the structure of the California justice system and the traditional methods of processing civil and criminal cases;

(4) The structure, design, practice, and theory of dispute resolution proceedings and services, as defined, including the varying roles, functions and responsibilities of neutral persons, and the distinction between binding and non binding processes;

(5) Communication skills and techniques, including developing opening statements, building trust, gathering facts, framing issues, taking notes, empowerment tactics, effective listening and clarifications skills. Face-to-face as well as over-the-telephone communication skills shall be addressed;

(6) Problem identification and disagreement management skills, including instruction in the establishment of priorities and areas of agreement and disagreement, and the management of special problems that threaten the process;

(7) Techniques for achieving agreement or settlement, including instruction in creating a climate conducive to resolution, identifying options, reaching consensus, and working toward agreement;

(8) General review of fact patterns present in typical disputes, including landlord-tenant, customer-merchant, and neighbor-neighbor cases;

(9) Administrative and intake skills related to dispute resolution services, including completion of paperwork involved in handling and tracking cases, administrative and reporting forms, correspondence with disputants and referral agencies, agreements to mediate or arbitrate, and the drafting of settlement agreements and awards;

(10) The role and participation of attorneys and witnesses in dispute resolution proceedings;

(11) The organization and administration of dispute resolution programs, including intake procedures, follow-up procedures, and record-keeping; and

(12) The necessity of the voluntary and consensual nature of a disputant's participation in any dispute resolution proceedings.

(d) The practical training shall consist of a minimum of 10 hours, which shall include role plays of simulated disputes and observations of actual dispute resolution services, including intake procedures as well as actual dispute resolution proceedings.

(e) The training shall provide for personal assessment and evaluation of the trainee.

(f) Grantees shall provide written verification of the dates and times at which the training was attended and completed to all trainees who satisfactorily complete the required orientation and training program.

(g) Any neutral person who has received training which complies substantially with these Regulations, or who has had at least 25 hours of dispute resolution experience prior to his or her provision of dispute resolution services, shall be deemed to have met the orientation and training requirements mandated by these Regulations. Such prior training or experience shall be verified by the program or organization through which it was rendered.

§ 3626. Agreements by Disputants.

(a) Oral or Written Agreements.

Agreements reached between disputants as a result of the dispute resolution services may be oral or written.

(b) Presumption of Non-Enforceability.

Under section 467.4 of the Code, such agreements are presumed not enforceable or admissible as evidence in judicial or administrative proceedings.

(c) Option to Make Agreements Enforceable.

Disputants may elect to make their agreements enforceable at law or admissible as evidence at judicial or administrative proceedings. This election may be made at any time. To be enforceable or admissible, an agreement must:

(1) Be in writing and signed by all disputants, and

(2) Contain an Enforcement of Agreement Statement that clearly expresses that each disputant intends that the agreement will be enforceable at law and/or admissible as evidence in any judicial or administrative proceeding.

§ 3630. Attorney Participation.

(a) Disputants are entitled to be accompanied by an attorney at any dispute resolution session.

(b) Participation by attorneys in dispute resolution proceedings may be restricted by the policy of the Grantee. Such policies shall be clearly explained in the Information Statement provided to disputants.

§ 3632. Information and Referral Services.

When the Grantee deems it appropriate or when disputants request it, a Grantee may provide the disputants with information about the services of other agencies. However, no commissions, rebates, or any other form of payment shall be given or received by a Grantee, its staff, or its volunteers for referring disputants to other services or agencies.

§ 3635. Follow-up Surveys.

(a) Yearly or on a more frequent basis, Grantees shall conduct follow-up surveys of disputants who have used their services.

(b) The surveys shall request the disputants' evaluations of:

(1) the dispute resolution services provided by the Grantee;

(2) the fairness or adequacy of the settlement agreement or award;

(3) any particular difficulties experienced by the disputant in carrying out and obtaining compliance with the settlement agreement or award;

(4) the disputant's willingness to use the Grantee's services in the future;

(5) the disputant's willingness to recommend the Grantee's services to others who are involved in disputes.

(c) The survey results shall be submitted as part of the yearly statistical report to the Board of Supervisors or its designee in compliance with section 471.5 of the Act. Copies of the survey results shall also be forwarded by the Grantees to the Department of Consumer Affairs at the time of submission to the Board of Supervisors or its designee.

§ 3640. In-Kind Donations.

(a) In-kind donations, including services of volunteers and materials and/or property, may be reported or credited as revenue or expenditures, if such donations:

(1) Will be received during the proposed budgetary period;

(2) Represent necessary and ordinary expenses or services related to the operation and management of the Grantee; and

(3) Serve a purpose consistent in nature and cost with the Grantee's operation.

(b) In-kind donations must be clearly documented with descriptions of the services or materials donated, the dates received, and the names and addresses of the donors. Volunteer personnel services shall be documented by time sheets signed by the volunteer and verified by the Program Administrator.

(c) For uniform budgeting purposes, standardized values must be used in assessing value to the in-kind donations. The following assessments shall apply:

(1) Donations of personal property shall be reported at a fair market value, as determined by the Grantee.

(2) Volunteer personnel services shall be valued at no more than \$25.00 per hour.

(3) Donated facilities may be valued at no more than \$50.00 per dispute resolution proceeding.

(d) The following may not be included or credited as in-kind donations:

(1) Volunteer time provided by members of the Grantee's board of directors while serving in the capacity as members of the board.

(2) Fringe benefits associated with time donated by volunteers.

§ 3642. Yearly Fiscal Reports.

(a) The Grantee shall submit a yearly report prepared by an independent accountant that describes and assesses the Grantee's fiscal practices and status. The report shall be delivered to the Board of Supervisors or its designee and to the Department of Consumer Affairs no later than 90 days from the close of the grant period.

(b) Annually or within ninety days of the close of each grant period, the Grantee shall submit to the Board of Supervisors or its designee and to the Department of Consumer Affairs a final reconciliation of actual revenues and expenses compared to the estimated budget for the grant period.

§ 3644. Record-Keeping Practices.

(a) All records and files maintained pursuant to section 471.5 of the Code shall be retained as follows:

(1) All financial records shall be retained for a minimum of four years after the expiration of the grant period.

(2) Signed personnel time sheets for volunteers and employees shall be maintained for a period of two years.

(3) All other statistical data shall be retained for a period of three years.

(b) All records described in this section shall be made available to the Board of Supervisors or its designee and to the Department of Consumer Affairs upon request.

§ 3648. Personnel Policies.

(a) Each Grantee shall have an employee designated as "Program Administrator." The Program Administrator shall be responsible for overall program management.

(b) Each Grantee shall maintain written job descriptions and job qualifications for all staff and volunteer classifications.

(c) Each Grantee shall maintain a current organizational chart that reflects its organizational structure.

§ 3650. Public Education and Relations.

Each Grantee shall maintain an ongoing public relations and information effort to promote its services and resources. These public relations efforts may include newspaper, radio, television and other public media contacts as well as written brochures and handouts.

§ 3660. Filing Fee Revenues.

(a) A county shall create a separate interest-bearing account called the Dispute Resolution Program Account for the deposit of revenues generated pursuant to the Act.

(1) All filing fees collected by the county pursuant to the Act shall be deposited into the account.

(2) All interest which accrues to the account shall be deemed part of the account.

(b) Revenues generated pursuant to the Act shall not be used to replace any preexisting allocations of county funds for the provision of dispute resolution services.

(c) Only actual administrative costs may be deducted from the Account to finance a county's administration of the grant program.

(d) Funds generated under the Act shall be used only to fund services authorized by the Act and these Regulations. Such funds shall not be used by a county to fund:

(1) family conciliation court or conciliation and mediation services pursuant to section 4607 or 4351.5 of the Civil Code, or

- (2) judicial arbitration pursuant to section 1141.10 et seq. of the Code of Civil Procedure or any other formal or mandatory judicial arbitration program, or
- (3) any other programs or services not expressly authorized by the Act or these Regulations.

§ 3662. Public Information and Coordination.

(a) Each Board of Supervisors or its designee shall appoint or designate a qualified person to function as the Dispute Resolution Program Coordinator.

(1) The Coordinator shall be the public's contact person and information resource regarding the county's grant solicitation and award procedures, the county's functions and responsibilities under the Act and these Regulations, and the dispute resolution programs and services provided by the county.

(2) The Board of Supervisors or its designee shall notify the Department of Consumer Affairs of the Coordinator's name, address, and telephone number.

(b) Each county shall maintain an ongoing public information and dispute resolution awareness program to disseminate information and materials on the purposes and benefits of dispute resolution services. Such public information shall publicize the availability of services within the county and include the name and telephone number of the Coordinator, the existence and availability of grant monies to fund local programs, and the names and services provided by Grantees in that county.

(c) To assure the neutrality and the absence of any conflict of interest, the Coordinator shall not be administratively, professionally, or financially affiliated with any applicant or Grantee.

§ 3665. Competitive Grant Proposal Process.

(a) A Board of Supervisors or its designee shall award grants to dispute resolution programs through a competitive proposal process. The process shall: provide reasonable public notice about the availability of dispute resolution program grants; actively solicit proposals from potential applicants; provide a reasonable period of time in which to respond; and, explain the reasons for selection of each Grantee.

(b) The Board of Supervisors, or its designee, shall review the estimated budget for the grant period submitted by an applicant pursuant to section 3605(b) of these Regulations to assess its accuracy. Such assessment shall include the authority to determine whether the reported estimations are substantiated and justified. In making allocations, the county shall use the facts reported in the applicant's estimated budget as assessed and verified by the county.

(c) Qualified applicants shall be screened by the county according to the following criteria:

(1) The need for the applicant's services in the proposed geographical area and any duplication or overlap among dispute resolution programs in the proposed area of service.

(2) The structure and scope of the services to be provided by the applicant.

(3) The amount of the requested grant.

(4) The reliability of the applicant's other funding sources.

(5) The adequacy and cost of facilities and personnel.

§ 3665. Competitive Grant Proposal Process.

(a) A Board of Supervisors or its designee shall award grants to dispute resolution programs through a competitive proposal process. The process shall: provide reasonable public notice about the availability of dispute resolution program grants; actively solicit proposals from potential applicants; provide a reasonable period of time in which to respond; and, explain the reasons for selection of each Grantee.

(b) The Board of Supervisors, or its designee, shall review the estimated budget for the grant period submitted by an applicant pursuant to section 3605(b) of these Regulations to assess its accuracy. Such assessment shall include the authority to determine whether the reported estimations are substantiated and justified. In making allocations, the county shall use the facts reported in the applicant's estimated budget as assessed and verified by the county.

(c) Qualified applicants shall be screened by the county according to the following criteria:

(1) The need for the applicant's services in the proposed geographical area and any duplication or overlap among dispute resolution programs in the proposed area of service.

- (2) The structure and scope of the services to be provided by the applicant.
- (3) The amount of the requested grant.
- (4) The reliability of the applicant's other funding sources.
- (5) The adequacy and cost of facilities and personnel.

§ 3670. Grant Award Timeframes.

(a) A Board of Supervisors that increases its civil filing fees pursuant to the Act shall disperse the grant funds to eligible applicants within six months from the effective date of the increase or, if the balance in the account has not yet reached \$15,000, within 90 days after the date that the balance reaches \$15,000.

(b) The Board of Supervisors or its designee shall notify the Department of Consumer Affairs of its selection of any Grantee within 30 days after the selection is made. Notification shall include the name, address, and telephone number of each Grantee, the name of the each Grantees' Program Administrator, and the amount and terms of the grant award.

§ 3675. Reporting to Department of Consumer Affairs.

Within ninety days of each calendar year, the Board of Supervisors or its designee shall provide the Department of Consumer Affairs with a report of its activities pursuant to the Act during the previous calendar year. The report shall include the following:

(a) The amount of revenues that were collected from superior, municipal, and justice court filing fees during the year.

(b) The amount of revenues deposited in and interest accrued on the dispute resolution program account during the year.

(c) An accounting of all disbursements from the dispute resolution program account, including a listing of all grant amounts to Grantees, the dates of disbursements, and all deductions made pursuant to the county's administrative costs.

(d) Any problems encountered in implementing the Act or these Regulations, and any recommendations for rectifying the problems.

(e) Any evaluations or review processes instituted to monitor the services provided by Grantees.

(f) Any evidence of misuse or misappropriation of revenues by Grantees.

(g) Any rules or procedures in addition to the Act and these Regulations that have been invoked by the Board of Supervisors or its designee upon applicants for funding or Grantees.

§ 3680. Local Administrative Policies and Practices.

The Board of Supervisors or its designee shall comply with all standards set forth in the Act and these Regulations. Neither the Board of Supervisors nor its designee shall institute any policies, practices, or procedures that conflict with the Act, these Regulations, or the policies and principles expressed in the Act's statement of legislative intent.