

**CONTRA COSTA COUNTY**

**DISPUTE RESOLUTION  
ADVISORY COMMITTEE**

**For Information, Contact:**

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County Administration  
651 Pine Street, 10<sup>th</sup> Floor  
Martinez, CA 94553  
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May 5, 2017

**REQUEST FOR PROPOSALS  
DISPUTE RESOLUTION PROGRAM**

**APPLICATIONS MUST BE RECEIVED BY WEDNESDAY, MAY 24, 2017, AT 5:00 P.M.,  
AT THE COUNTY ADMINISTRATOR'S OFFICE, 651 PINE STREET, 10<sup>th</sup> FLOOR,  
MARTINEZ, CA 94553.**

**I. INTRODUCTION**

The Dispute Resolution Programs Act of 1986 (Business and Professional Code Sections 465-471.5) provides for the establishment and funding, at County option, of local dispute resolution services as an alternative to formal court proceedings.

On January 1, 1987 the Contra Costa County Board of Supervisors approved the County's participation in the program and authorized a \$3.00 increase in court filing fees. The Dispute Resolution Advisory Committee was formed to consider implementation strategies and funding guidelines appropriate for Contra Costa County. Effective January 1, 1999, the dispute resolution portion of the civil filing fee increased from \$3.00 to \$8.00.

The Board of Supervisors of Contra Costa County is soliciting proposals for funding under the Dispute Resolution Programs Act of 1986. The purpose of the funding is to encourage the use of local dispute resolution services as an alternative to formal court proceedings.

**This Request for Proposal will be used to establish contracts for three (3) fiscal years. Total available funding for Dispute Resolution Programs in fiscal year 2017/18 is \$180,000. Funding for 2018/19 and 2019/20 contracts will be determined based on provider performance during 2017/18.**

Based on estimated revenues and Court identified priorities the funding will be allocated as follows in 2017/18:

A. General Dispute Resolution Projects	\$ 35,000
B. Superior Court Identified Priorities	\$145,000
1. Small Claims Mediation	
2. Guardianship Mediation	
3. Unlawful Detainer/Civil Harassment Mediation	
Total	<u>\$180,000</u>

## II. SERVICE CATEGORIES

A combined application should be submitted for programs in the following categories:

### A. **General Dispute Resolution - Available Funding \$35,000**

The goal is to provide an alternative forum for parties to receive mediation, conciliation, and arbitration services as an alternative to more costly, time-consuming, and complex formalized procedures. Examples of programs previously funded include: teen conflict management and conflict resolution panels.

### B. **Superior Court Identified Priorities - Available Funding \$145,000**

Grant recipients operating court-connected programs must work with the Contra Costa County Superior Court to:

- Increase the number of case referrals
- Streamline case management practices
- Establish cost-efficiencies in use of professional resources

1. **Small Claims Mediation:** The goal is to provide an opportunity for small claim litigants to reach resolution through mediation. Mediation services shall be provided to individuals who file or consider filing cases with the Contra Costa Superior Court. For individuals who have filed cases in the Court, the offered services may be provided either prior to the court hearing and/or on the day of the court hearing at designated locations including, but not limited to, Pittsburg, Richmond and Martinez.

2. **Guardianship Mediation:** Under the direction of the Contra Costa Superior Court, the grantee is expected to schedule and conduct confidential mediation sessions for cases involving contested guardianship issues referred by the Probate Department. The grantee will also be responsible for notifying the parties of the date, time, and location of their mediation session. Family Court Services and Probate Investigator staff will provide limited administrative support and program oversight, and will allow access to computer, facsimile, or copying equipment as needed. Mediations may take place in various locations as agreed upon by the parties, but may include Pittsburg, Richmond and Martinez.

3. **Unlawful Detainer/Civil Harassment Mediation:** In collaboration with the Civil Division, the grantee will conduct same-day mediations for civil harassment and unlawful detainer cases referred by the Court at the Pittsburg, Richmond and Martinez. The grantee will be responsible to remain in close communication with the court to ensure cases proceed timely and are conducted in a manner that promotes the safety of all participants.

All programs will be operated under the provisions of the Dispute Resolution Programs Act Statutes and Regulations, as amended, which requirements, along with the Act itself, are incorporated into this RFP by reference (attached). Additionally, grant recipients must work with Contra Costa County to standardize data collection efforts to allow analysis and reporting consistency among all dispute resolution programs.

### III. **PURPOSE/FOCUS OF THIS RFP**

The purpose of the RFP is to identify and select eligible organizations to be recommended to the Contra Costa County Board of Supervisors for funding under the County's Dispute Resolution Program.

The emphasis in selecting an organization for funding will be on community impact, cooperative efforts of multiple organizations/multi-agency, and demonstrated linkages to justice agencies.

### IV. **INTENT OF THE PROGRAM**

The purpose and intent of the Dispute Resolution Program are clearly stated in the Act and restated here for applicant information:

- A. The resolution of many disputes can be unnecessarily costly, time-consuming, and complex when achieved through formal court proceedings where the parties are adversaries and are subjected to formalized procedures.
- B. To achieve more effective and efficient dispute resolution in a complex society, greater use of alternatives to the courts, such as mediation, conciliation and arbitration should be encouraged. Community dispute resolution programs and increased use of other alternatives to the formal judicial system may offer less threatening and more flexible forums for persons of all ethnic, racial, and socioeconomic backgrounds. These alternatives, among other things, can assist in the resolution of disputes between neighbors, some domestic disputes, consumer-merchant disputes, and other kinds of disputes in which the parties have continuing relationships. A non-coercive dispute resolution forum in the community may also provide a valuable prevention and early intervention problem solving resource to the community.
- C. Local resources, including volunteers reflective of the diversity of the community and available public buildings, should be utilized to achieve more accessible, cost-effective resolutions of disputes. Additional financial resources are needed to expand, stabilize, and improve existing programs and entities that sponsor alternative dispute resolution.
- D. Courts, prosecuting authorities, law enforcement agencies, and administrative agencies should encourage greater use of alternative dispute resolution techniques whenever the administration of justice will be improved.
- E. Counties should consider increasing the use of alternative dispute resolution in their operations as plans for court reform are developed and implemented.
- F. The Judicial Council should consider, in redrafting or updating any of the official pleading forms used in the trial courts of this state, the inclusion of information on options for alternative dispute resolution.

It is the intent of the Legislation to permit counties to accomplish all of the following:

- A. Encouragement and support of the development and use of alternative dispute resolution techniques.
- B. Encouragement and support of community participation in the development, administration and oversight of local programs designed to facilitate the informal resolution of disputes among members of the community.
- C. Development of structures for dispute resolution that may serve as models for resolution programs in other communities.
- D. Education of communities with regard to the availability and benefits of alternative dispute resolution techniques.
- E. Encouragement of courts, prosecuting authorities, public defenders, law enforcement agencies, and administrative agencies to work in cooperation with, and to make referrals to, dispute resolution programs.

V. **ELIGIBILITY CRITERIA**

A. Organizational Status

- 1. Every applicant for funding must certify that its status is one of the following:
  - a. A nonpartisan, nonprofit corporation;
  - b. A district, 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 Services.

B. County's Share of Funding

To satisfy the requirement of section 407.2 of the Act, the County's share of funding shall not exceed 50 percent of the approved estimated cost of the program. As described in Section 3640, in-kind donations, including services of volunteers and materials and/or property, may be reported or credited as revenue or expenditures.

C. Community Support

Each applicant for funding should submit letters of support from community organizations, judicial and legal system representatives, administrative agencies, or other appropriation 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.

D. Other Requirements

The legislation and its accompanying regulations impose a variety of requirements on the programs and services funded under this Act. Applicants should understand and acknowledge the obligation to comply with all requirements, including but not limited to the following:

- 1. Fees for services if charged are to be in accordance with income and financial need. Service to indigents will be free.

2. Services by neutral persons are required.
3. All persons providing services must complete orientation and training requirements established in the Regulations.
4. All disputants must receive an information statement prior to dispute resolution proceedings.
5. Settlement agreements are presumed not enforceable or admissible as evidence in judicial or administrative proceeding unless disputants all agree in writing to elect these options.
6. Disputants are entitled to counsel. Local programs may restrict participation by counsel by explanation in the Information Statement provided to disputants.
7. Annually or on a more frequent basis, contractors shall conduct follow-up surveys of disputants who have used their services.
8. Programs must comply with management, accounting and reporting requirements established by the guidelines.

## VI. FUNDING POLICIES

To the extent possible funds available under this RFP will be allocated to ensure the greatest possible public access to dispute resolution programs and services within the County.

- A. Revenues generated pursuant to the Act cannot be used to replace any preexisting allocations of county funds for the provision of dispute resolution services.
- B. Funds generated under the Act can be used only to fund services authorized by the Act and Regulations. They cannot be used for:
- C.
  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.

## VII. TECHNICAL REQUIREMENTS

### A. RFP and Contract Development Timeline

Written Questions Due from applicants	May 11, 2017 at 5:00 p.m.
Proposal Submission Deadline	May 24, 2017 at 5:00 p.m.
Presentations with Advisory Committee	Week of May 29, 2017
Notification of recommendations	June 5, 2017
Appeal Period	June 5-12, 2017
Deadline to submit appeal letters	June 12, 2017 at 5:00 p.m.
Board of Supervisors Approval (estimated)	June 20, 2017
Contract Period	July 1, 2017–June 30, 2018

### B. Submission Requirements

A single, combined proposal should be submitted to include specific project information for each requested service category. An original and seven (7) copies of

the proposal **must be received no later than 5:00 P.M., Wednesday, May 24, 2017**, at the County Administrator's Office, 10th Floor, County Administration Building, 651 Pine Street, Martinez, CA 94553. No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.

Any questions regarding this RFP must be submitted in writing and should be emailed to [timothy.ewell@cao.cccounty.us](mailto:timothy.ewell@cao.cccounty.us) on or before **5:00 p.m. on May 11, 2017**.

C. Evaluation and Selection Process

The County Administrator's Office will review all received proposals for technical compliance with submission guidelines as per the RFP. Proposals that are non-compliant with technical requirements may not move forward to the Advisory Committee for review.

Qualified applicants will be invited to deliver a 15-minute presentation on their proposed programs to the Contra Costa County Dispute Resolution Advisory Committee during the week of May 29, 2017. Each proposal will be evaluated on its own merits. The Committee will make funding recommendations to the County Board of Supervisors who have final authority in the selection of program and allocation of funds to be awarded through the RFP.

D. Notification and Appeal Process

The County Administrator's Office will notify all successful and unsuccessful applicants at the end of the selections process.

Only applicants submitting a response in accordance with RFP may appeal the RFP process. Appeals must be submitted in writing and should be emailed to [timothy.ewell@cao.cccounty.us](mailto:timothy.ewell@cao.cccounty.us) no later than 5:00 p.m. on June 12, 2017. Notification of a final decision on the appeal shall be made in writing to the applicant within seven (7) days, and the decision of the CAO shall be final and not subject to further review. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:

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

## VIII. GENERAL CONDITIONS

### A. Designation of Applicant Agency Representatives

Each proposal must have a signed title page showing the exact legal name of applicant agency and its Dispute Resolution Program. Also indicated must be the person or persons (e.g., agency director or chairman of the board) having legal authority to bind the applicant agency in a contract. All costs of proposal preparation shall be borne by the applicant agency.

### B. County Contract

The applicant contract is with the County of Contra Costa, not with the County Administrator's Office or any other County department. Any subcontract proposed by Contractor under the Dispute Resolution Program must be submitted to the County, which reserves the right of review and approval.

### C. Fiscal Accountability

The Contractor shall submit an annual report prepared by an independent accountant that describes its fiscal practices and status. The report shall be delivered to the County Administrator's Office no later than 90 days from the close of the contract period.

Annually or within 90 days of the close of each contract period, the Contractor shall submit to the County Administrator's Office and the Department of Consumer Affairs a final reconciliation of actual revenues and expenses compared to the estimated annual budget submitted at the time of contract application.

### D. Voluntary Contributions

Assistance under this program is intended to supplement and raise the existing level of program services, not to replace existing funds.

Applicants are required to provide a cash or in-kind match of at least fifty percent (50%) of the total project costs proposed under this RFP. Verification of in-kind match by course documentation and accounting records will be required.

### E. Revenue Disclosure

At the time of proposal submission, applicant agencies must provide a written statement listing all revenue received, or expected to be received, by the agency from Federal, State, City and County agencies and other sources.

## IX. CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

Successful applicant agencies will be required to adhere to the provisions, terms and conditions of a contract for services with the County, the Act and the Regulations.

A plan for service delivery based on the applicant's proposal and any changes negotiated by the County Administrator's Office will be incorporated as part of this contract. All Contra Costa County contracts operate under the County's General Contract Provisions. Questions should be directed to **Timothy Ewell, County Administrator's Office at (925) 335-1036**.

**X. ATTACHMENTS**

Attachment A - Required Document List

Attachment B - Project Narrative Forms

1. Application for Program Grant - Summary
2. Application for Program Grant - Project
3. Applicant Capability
4. Program Service Plan, Program Objectives, and Work Plan
5. Personnel
6. Program Evaluation
7. Budget, Program Match

Attachment C - Budget Preparation Instructions

Attachment D - Budget Forms

1. Budget Summary
2. Budget Justification
3. Personnel Budget - Grant Share
4. Revenue Disclosure/Program Match

Attachment E - Fiscal and Administrative Accountability Form - Financial Officer Statement

Attachment F - Program Objectives Work Plan and Anticipated Results Form

Attachment G - Personnel Position and Duty Statement

Attachment H - Dispute Resolution Program (DRP) Definitions

Attachment I - California Dispute Resolution Programs Act: Statutes and Regulations

Attachment J - General Conditions of County Contract

**REQUIRED DOCUMENT LIST**

The following documents must be attached to the proposal:

**PROPOSAL - Original and seven (7) copies**

- Project Narrative Forms (Attachment B, #1 - 7)
- Program Objectives Work Plan and Anticipated Results Form (Attachment F)
- Personnel Position and Duty Statement (Attachment G)
- Budget Forms (Attachment D, #1 - 4)

**ADDITIONAL INFORMATION -Original and seven (7) copies**

- Organizational Charts
- Personnel Position and Duty Statement
- Resumes of all proposed program staff
- List of Program Sites and Facilities
- Agency forms used for data collection, evaluation, and reporting
- Formal Agreements or letters of intent from referral sources
- Letters of Support
- Fiscal and Administrative Accountability: Statement of Financial Officer Form (Attachment E)

**SUBMIT WITH ORIGINAL PROPOSAL- One (1) copy only**

- Articles of Incorporation
- By-Laws
- Personnel Policies
- Most Recent Certified Financial Audit
- Accounting Procedures Manual
- Federal and State Tax Exempt Forms
- Sliding Fee Scale and written policy if applicable

**PROJECT NARRATIVE FORMS**

1. Application for Program Grant - Summary
2. Application for Program Grant - Project
3. Applicant Capability
4. Program Service Plan, Program Objectives, and Work Plan
5. Personnel
6. Program Evaluation
7. Budget, Program Match

1. **APPLICATION FOR PROGRAM GRANT**

**SUMMARY**

<p>A. Submitted to:                  Dispute Resolution Program Grants Administration                  Office of the County Administrator                  651 Pine Street, 10<sup>th</sup> Floor                  Martinez, California 94553</p>												
<p>B. Legal Title of Organization: _____                  Name of Contact Person: _____ Title: _____                  Address: _____                  Email: _____ Phone: _____</p>												
<p>C. Check Service Categories:  <input type="checkbox"/> General Dispute Resolution  <input type="checkbox"/> Small Claims Mediation  <input type="checkbox"/> Guardianship Mediation  <input type="checkbox"/> Unlawful Detainer/Civil Harassment Mediation</p>												
<p>D. Proposed Program Objectives for Dispute Resolution Services – Summary of all Proposed Projects</p>												
E.	Project No.	Service Category	Cases to be Opened	Cases to be Resolved	Groups to be Facilitated	Individuals to be Served	Funding Requested					
	1											
	2											
	3											
	4											
	5											
	Total	-----										
<p>F. Geographic Areas to be Served:</p>												
<p>G. Computation of Total Funds Requested:</p> <table style="width: 100%; margin-left: 200px;"> <tr> <td style="width: 60%;">Grant Amount Requested</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Proposed Matching Share</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$ _____</b></td> </tr> </table>							Grant Amount Requested	\$ _____	Proposed Matching Share	\$ _____	<b>Total</b>	<b>\$ _____</b>
Grant Amount Requested	\$ _____											
Proposed Matching Share	\$ _____											
<b>Total</b>	<b>\$ _____</b>											
<p>H. Terms and Conditions:                  It is understood and agreed by the undersigned that 1) funds granted as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of this agency and the State of California; 2) any proposed changes in the proposal, as approved, will be submitted in writing by the applicant and, upon notification of approval by the CAO, shall be deemed incorporated into and become a part of this agreement.</p> <p style="margin-left: 40px;">Name/Title of Person Legally Authorized to Sign for Organization</p> <p style="margin-left: 40px;">Print Name _____ Title _____</p> <p style="margin-left: 40px;">Signature _____ Date _____</p>												

2. **APPLICATION FOR PROGRAM GRANT**

**PROJECT #** \_\_\_\_\_

A.	Submitted to: Dispute Resolution Program Grants Administration Office of the County Administrator 651 Pine Street, 10 <sup>th</sup> Floor Martinez, California 94553									
B.	Legal Title of Organization: _____ Name of Contact Person: _____ Title: _____ Address: _____ Email: _____ Phone: _____									
C.	Check Service Categories: <input type="checkbox"/> General Dispute Resolution <input type="checkbox"/> Small Claims Mediation <input type="checkbox"/> Guardianship Mediation <input type="checkbox"/> Unlawful Detainer/Civil Harassment Mediation									
D.	Summary of Proposal:   									
Proposed Program Objectives for Dispute Resolution Services Number of Cases to be Opened _____ Number of Cases to be Resolved _____ Number of Groups to be Facilitated _____ Number of Individuals to be Served _____										
F.	Geographic Areas to be Served:  									
G.	Computation of Total Funds Requested: <table style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 70%;">Grant Amount Requested</td> <td style="width: 5%;"></td> <td style="width: 25%; text-align: right;">\$ _____</td> </tr> <tr> <td>Proposed Matching Share</td> <td></td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td style="text-align: right;"><b>\$ _____</b></td> </tr> </table>	Grant Amount Requested		\$ _____	Proposed Matching Share		\$ _____	<b>Total</b>		<b>\$ _____</b>
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Print Name _____	Title _____									
Signature _____	Date _____									

**3. APPLICANT CAPABILITY**

- A. Give a brief description of the organization administering the program, including its mission and goals.
- B. Describe past and current experience by the organization in conducting a dispute resolution program, including populations and areas served.
- C. Attach the following completed form:

Fiscal and Administrative Accountability Form - Financial Officer  
Statement (Attachment E)

**LIMIT THE RESPONSE TO TWO (2) PAGES**

**4. PROGRAM SERVICE PLAN, PROGRAM OBJECTIVES, AND WORK PLAN**

- A. Describe the specific activities to be conducted to accomplish the objectives, including if mediations and telephone conciliations will be offered. (ref. Dispute Resolution Program Definitions - Attachment H)
- B. Describe the proposed service area(s). (Note: Service areas should be areas in which the program conducts regular and on-going outreach and marketing activities for the referral of cases.)
- C. Describe the types of disputes to be accepted as cases.
- D. Describe the source(s) of referral for your program including marketing plans and strategies for referrals. Indicate if there are any referral agreements or letters of intent. Include names of specific non-profit organizations, businesses, government agencies, or other entities that will make referrals to the program.
- E. List all program sites at which disputants will be able to access services. State the days and hours of operations of each site.
- F. Where applicable, explain any fees charged for service(s). Include the income/revenue criteria, sliding scale used in determining what fees are charged, when such charges are applicable, and their frequency in the program. If any fees are charged, explain the program policy for low- income individuals.
- G. State the number of cases in which a mediation, conciliation, arbitration, and/or group facilitation will be conducted and the estimated percentage of those cases which will directly result in a resolution as a result of the service provided.
- H. Attach the following documents at the back of the proposal:
  - 1. Completed Program Objectives Work Plan & Anticipated Results Form (Attachment F)
  - 2. Formal Agreements or letters of intent from referral sources that state the number, type, and frequency of cases to be referred.
  - 3. Sliding Fee Scale and written policy provided to volunteers/staff and potential disputants regarding fees and low-income individuals (if applicable)

**LIMIT THE RESPONSE TO THREE (3) PAGES**

5. **PERSONNEL**

- A. Describe the experience of the project supervisor in dispute resolution programs. Indicate the number of hours per week allocated to dispute resolution services.
- B. Describe the experience of the proposed staff in dispute resolution programs. Indicate the number of hours per week allocated to dispute resolution services.
- C. Describe your current active pool of volunteer neutrals and new or existing marketing strategies for the recruitment of new volunteer neutrals. Indicate the number of individuals in your current active volunteer pool. The current active volunteer pool is comprised of individuals who have volunteered as a neutral for the applicant in the past twelve months.
- D. Describe the training for dispute resolution services that new volunteers will receive. State any fees that will be charged for the training and describe any evaluation/competency/skills assessment component of the training.
- E. Describe any systems to be used to monitor and assure the quality of service provided by the volunteers after they have received the training.
- F. Attach the following documents at the back of the proposal:
  - 1. Completed Personnel Position and Duty Statement (Attachment G)
  - 2. Resumes of all proposed program staff covered by grant funds or program match
  - 3. Organizational Chart
  - 4. Personnel Policies

**LIMIT THE RESPONSE TO TWO (2) PAGES**

**6. PROGRAM EVALUATION**

Describe the methodology you will use to monitor and evaluate your program. Include the means you will use to measure program impact; specify any instruments used to verify the attainment of objectives on an ongoing basis; quality control, etc. Submit under additional data, any forms or other documents you will use for data collection, evaluation and reporting purposes.

Attach the following documents at the back of the proposal:

Agency forms used for data collection, evaluation, and reporting.

**LIMIT YOUR RESPONSE TO THE SPACE PROVIDED BELOW**

**7. BUDGET, PROGRAM MATCH**

- A. Describe how your organization will raise funds and/or generate resources to meet the matching grant requirement.
- B. Indicate the maximum percentage of the overall program cost that will be expended for indirect costs. (Indirect costs are costs not directly related to program services. This can include personnel costs dependent on the responsibilities of the position)
- C. Describe the cost per resolution for the services to be provided. (e.g. For every \$10,000 a year contractor receives, they will resolve 50 cases, the cost per resolution would be \$200 a case.)
- D. Budget Forms: Specific forms and instructions for the completion of the budget have been included as Attachments C and D. Use of the required forms is mandatory. The amount of funds requested should reflect the minimum amount required to operate the proposed program.
  - 1. Budget Summary
  - 2. Budget Justification
  - 3. Personnel Budget
  - 4. Revenue Disclosure/Program Match

**LIMIT YOUR RESPONSE TO SPACE BELOW AND TWO (2) ADDITIONAL PAGES**

**BUDGET PREPARATION INSTRUCTIONS**

The following forms must be submitted to the County Administrator's Office of Contra Costa County:

- A. Budget Summary
- B. Budget Justification
- C. Personnel Budget
- D. Revenue Disclosure/Program Match

**1. BUDGET SUMMARY**

This page is used for initial and refunding grants and for budget modification requests. It is prepared after the budget justification and personnel pages are prepared.

Enter the agency's name, address, city, and zip code and the type of entity.

Indicate grant and non-grant share and total for each cost category. Applicants are required to provide a cash or in-kind match of at least fifty percent (50%) of the total project costs proposed under this RFP. Matching dollars or in-kind contributions should result in a lower grant request and provide for more effective use of grant funds. All match must be verifiable, will be part of the contracts, and will be monitored for compliance. See Section 3640 of the California Dispute Resolution Programs Regulations.

**2. BUDGET JUSTIFICATION**

Provide justification and computation for all line-item budget requests.

- A. Personnel: Include a general statement regarding the basis for monthly salaries, employee benefits, and anticipated salary adjustments. Show the total amount of salaries and state specific employee benefits covered.
- B. Consultants and Contract Services: Services in this category include costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the organization.
- C. Travel: Travel costs include mileage and parking for project business. Other allowable travel expenses include transportation, lodging, subsistence, and related items incurred for conferences or training in the field of Alternative Dispute Resolution (ADR) by employees who are funded under this project.
- D. Space: Enter each site lease or monthly rent amount. Include the total square feet by monthly rate per foot and number of months. Enter the amount covered by the grant and the shared cost with other funding sources under non-grant.

- E. Services & Supplies: Include as much detail as available using specific requirements of the program and prior expenditures trends as a basis. Such expenses include office supplies, postage, etc.
- F. Rental, Lease, or Purchase of Equipment: Each item must be listed with unit price, number of units and total cost. The Applicants can use prior experience, survey vendors, etc. to determine cost(s). Programs are asked to include computer equipment w/internet access for electronic mail. The general definition for equipment is a useful life of one or more years, with a cost of \$500 or more.
- G. Other: Include specific indirect costs and any other costs not in the above categories. Indirect costs are those costs that benefit common activities and, therefore, cannot be readily assigned to a specific direct cost objective or project.

OMB Circular A-122, Cost Principles for Non-Profit Organizations identifies two broad categories of indirect costs: "Facilities" and "Administration".

- a. "Facilities" is defined as depreciation and use allowances on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.
  - b. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".
- H. Entertainment costs, training refreshments, and fund-raising costs cannot be charged under this grant.

### **3. PERSONNEL BUDGET**

All salaries of grantee's employees paid with program funds must be established as a part of a structural salary plan which sets salaries and salary ranges for each position based on the responsibilities of the position and its relationship to other positions. In addition, they must be comparable to salaries of other public or private non-profit agencies.

Complete the top portion of the form by entering the name of agency, the number of budget months, and the period covered. Enter a brief description title of the program or activity and the name, address and zip code of the entity.

- A. Enter the number of persons (a) working on each position and the position title (b). Make a separate entry for each position title. One entry may be used when two or more salaried employees are employed on the same position or title, receive the same salary, spend the same percent of time on the job and will be employed the same number of months. If any of these conditions differ, compute each person separately.
- B. For salaried employees, monthly salaries are computed at 100% for each employee. This computation is made even if an employee is spending less than 100% of his/her

time on the program. Compute the total cost for monthly salaried positions (f) as follows: Number of persons (a) x 100% of salary x % of time on undertaking (d) x the number of months to be employed (e) = total cost (f). Do not use monthly averages to compute salary.

- C. For hourly employees (includes volunteer personnel services), indicate number of persons (a), position or title (b), show the hourly rate in column (c), rather than the monthly salary, and show the estimated total number of hours to be worked during the entire grant period in column (e), rather than the estimated months to be employed. Compute the total cost (f), for hourly employees as follows: hourly rate x estimated total number of hours (e) = total cost (f). Hourly rate personnel with the same position or job title receiving the same hourly rate may be reported as a single entry. If reporting in this manner, total the number of hours of each person and enter the total in column (e).
- D. Months to be employed should not be less than one half month (.5), e.g., 10.5 months. On hourly positions, show number of hours to be worked for the entire contract period.
- E. Compute the cost and show the total this amount on "GROSS TOTAL, SALARIES" line.

#### Fringe Benefits

The following are guidelines regarding fringe benefits:

1. Fringe benefits must be itemized separately on lines provided.
2. Contact the appropriate State and Federal agencies to determine current rates for FICA, SDI, SUI, Workers' Compensation, FUTA, etc.
3. All applicable fringe benefits must be shown.
4. Health insurance, life insurance, and retirement are acceptable fringe benefits.
5. Workers' Compensation is not mandatory for volunteers. However, it is desirable.
6. Show total fringe benefit costs on "Fringe Benefit" line. The sum of total gross salaries and total fringe benefits yield a total for personnel costs.

#### **4. REVENUE DISCLOSURE - PROGRAM MATCH**

Show all revenues received or expected to be received by the agency from Federal, State, City, County or other sources. Describe types of services to be provided to qualified cases. Section 3640 of the Regulations for the Dispute Resolution Program Act allows in-kind donations, including services of volunteers and materials and/or property, to be reported or credited as revenue or expenditures. Volunteer personnel services shall be valued at no more than \$25.00 per hour. Donated facilities may be valued at no more than \$50.00 per dispute resolution proceeding.

**BUDGET FORMS**

1. Budget Summary
2. Budget Justification
3. Personnel Budget - Grant Share
4. Revenue Disclosure/Program Match

**BUDGET SUMMARY**

1. NAME OF ORGANIZATION:

2. PROJECT TITLE:

3. ADDRESS:

4: TYPE OF ENTITY:

- County Department
- Public Agency
- Private (Non-Profit)
- Other \_\_\_\_\_

5. BUDGET COST CATEGORY:

<b>BUDGET COST CATEGORY</b>	<b>GRANT SHARE</b>	<b>NON-GRANT SHARE</b>	<b>TOTAL</b>
A. PERSONNEL (includes fringes)			
B. CONSULTANTS AND CONTRACT SERVICES			
C. TRAVEL			
D. SPACE			
E. SERVICES & SUPPLIES			
F. RENTAL, LEASE, OR PURCHASE OF EQUIPMENT			
G. OTHER			
<b>TOTAL</b>			

*Grant share shall not exceed 50 percent of the total estimated cost of the program.*



**PERSONNEL BUDGET – GRANT SHARE**

- 1. NAME OF ORGANIZATION:
- 2. PROJECT TITLE:

3.

a. Number of Persons	b. Position or Title	c. Monthly Salary	d. % of time on the Project	e. Months to be Employed	f. TOTAL COST
<b>Total Salaries</b>					

*f = a x c x d x e*

- 4. FRINGE BENEFITS:

Type of Fringe	Percent and Calculations	Total
a. Workers Compensation		
b. Health (Dental, Medical, etc.)		
c. Other		
	<b>Total Salaries</b>	
	<b>Total Fringe Benefits</b>	
	<b>Total Personnel Costs</b>	

**REVENUE DISCLOSURE – PROGRAM MATCH**

1. NAME OF ORGANIZATION:

2. PROJECT TITLE:

**SUMMARY OF FUNDING SOURCES**

FUNDING SOURCE	SERVICE PROVIDED	CONTRACT PERIOD	FUNDING AMOUNT

**SUMMARY OF IN-KIND DONATIONS**

SERVICE OR EXPENSE	UNIT COST	NUMBER OF UNITS	AMT OF IN-KIND DONATION

**FISCAL AND ADMINISTRATIVE ACCOUNTABILITY FORM**  
**FINANCIAL OFFICER STATEMENT**

ORGANIZATION NAME:

PROGRAM TITLE:

ADDRESS:

CITY:

ZIP:

STATEMENT OF FINANCIAL OFFICER (If the applicant is a Public Agency or when the Accounting System of a Private Non-profit Agency will be maintained by a Public Agency or private consultant firm.)

I am the certified or duly licensed public accountant/authorized financial officer and have been engaged to examine and report on the financial account of the \_\_\_\_\_, which is a private non-profit organization or public agency. I have reviewed the accounting system that this agency has established and, in my opinion, it includes internal controls adequate to safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency, and encourage compliance with prescribed management policies of the agency.

Name of Agency

Name of Financial Officer

Signature

Date

**PROGRAM OBJECTIVES WORK PLAN AND ANTICIPATED RESULTS FORM**

Proposed Program Objectives should be quantified by the number of cases opened, the number of cases resolved, and the number of individuals served.

TIME PERIOD	QUANTIFIABLE OBJECTIVE	METHOD OF IMPLEMENTATION AND RESULT	PERSON RESPONSIBLE

PERSONNEL POSITION AND DUTY STATEMENT

POSITION DESCRIPTION AND % OF TIME ON PROJECT	DUTY STATEMENT

## DISPUTE RESOLUTION PROGRAM (DRP) DEFINITIONS

### DISPUTE RESOLUTION SERVICES (State Reg. Title 16, Chap. 36, 3602.)

"**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 each disputant and a neutral person, usually via telephone.
- (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.
- (4) "**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.
- (5) "**Group Facilitation**" is the use of neutral skills to facilitate groups of ten or more persons involved in an issue or issues of conflict.

"**Intake/Problem Assessment**" means the soliciting and recording of information on an intake form, and the evaluation of the information for the purpose of determining appropriateness, feasibility and need for grantee's Dispute Resolution Services. The number of intake/problem assessments represents the total number of persons served that are grant-related.

"**Information and Referral**" means the provision of information to, and/or referral of a person to another agency for assistance. The number of persons under this category represents the total number of persons that are grant-related referrals to other services and programs as specified in the Act.

"**Case**" refers to a dispute in which the grantee becomes involved by attempting to contact all the disputants in order to resolve the dispute through a dispute resolution proceeding.

"**Case Opened**" is when the first party gives permission for the grantee to contact the second party. The second is contacted by telephone or letter.

"**Dispute Resolution Proceeding**" refers to a structured process whereby a neutral person(s) assists disputants in reaching a voluntary settlement by means of conciliation, arbitration, mediation and other recognized dispute resolution techniques such as consensus building, moderated settlement

conferences, summary jury and mini-trials, and negotiated rule making. The process is conducted either by telephone or by meeting.

**"Proceedings Initiated"** is when partners agree to participate, by statement or practice, to attempt to resolve the dispute with the assistance of the grantee.

**"Proceedings Resolved"** constitutes all documented, total or partial agreements that results from a dispute resolution proceeding. Agreements can be oral or written. All agreements have to be documented in the case file (whether oral or written).

**"Follow-up Survey"** means a survey that the grantee conducts of disputants who have used their dispute resolution services. The follow-up survey shall request the disputant's evaluation 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 disputants willingness to use the Grantee's services in the future
5. the disputants willingness to recommend the Grantee's services to others who are involved in disputes

The figure, at this time, represents the documentation of surveys sent of "proceedings initiated" cases. Case files shall contain staff's record of the survey/or when it was sent/or staff's record of the follow-up survey taken through phone contact.

**"Public Education Presentations"** means the promotion of the grantees' services and resources through presentations to community services groups, professional association, and other potential referral sources for cases or sources of potential volunteers. All other media and creative means of dissemination of dispute services information can be included in this activity i.e. newspaper/magazine articles, brochures, radio and/or television.

**CALIFORNIA DISPUTE RESOLUTION PROGRAMS ACT:**

**STATUTES AND REGULATIONS**



## California Dispute Resolution Programs Act - Statutes

The Dispute Resolution Programs Act of 1986 (Stats 1986, ch. 1313, SB 2064-Garamendi and Stats 1987, ch. 28, SB 123-Garamendi) provides for the local establishment and funding of informal dispute resolution programs. The goal of the Act is the creation of a state-wide system of locally-funded programs which will provide dispute resolution services (primarily conciliation and mediation) to county residents. These services assist in resolving problems informally and function as alternatives to more formal court proceedings.

Counties which choose to offer these services to their residents are authorized to allocate up to up to \$8 from filing fees in superior, municipal, and justice court actions to generate new revenues for these local programs.

The Act provides the framework for the statewide system. In addition, it specified that a limited-term Dispute Resolution Advisory Council adopt temporary guidelines and propose regulations which would supplement the provisions of the Act. The Council completed its responsibilities and terminated, as required, on January 1, 1989. Its proposed regulations were subsequently approved by the California Office of Administrative Law, effective October 1, 1989. The Regulations supersede the "Temporary Funding and Operating Guidelines" which were adopted by the Council in 1988.

The state oversight agency designated by the Act is the California Department of Consumer Affairs. The department's responsibilities include reviewing and modifying the rules and regulations, providing technical assistance to counties and programs, monitoring local government and program compliance with the Act and the Regulations, and evaluating the services of the programs and their impact on the state justice system.

The Act's statutory provisions (codified at California Business and Professions Code " 465-471.5), and its Regulations (contained at California Code of Regulations, Title 16, Chapter 36) now operate in tandem to govern the implementation activities by counties and the services provided by local dispute resolution programs.

Inquiries about the Act and its implementation should be directed to:

Dispute Resolution Office  
Department of Consumer Affairs  
1625 North Market Blvd., Suite S 309  
Sacramento, CA 95834  
(916) 574-8220

### II. Dispute Resolution Programs Act

Business and Professions Code Sections 465-471.5  
Contents of Act

#### I. Community Dispute Resolution In California

##### Article 1. Legislative Purpose

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Section 465.5.	Legislative intent.

##### Article 2. Definitions

Section 466.	Dispute resolution: program, advisory council.
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##### Article 3. Establishment and Administration of Programs

Section 467.	Dispute resolution advisory council; membership; compensation.
Section 467.1.	Funded programs; county grants to establish and continue programs; intercounty regional programs.
Section 467.2.	Funded program; eligibility requirements.
Section 467.3.	Funded program; written statement relating to proceeding; contents.
Section 467.4.	Agreement resolving dispute; enforceability and admissibility as evidence; statute of limitations.
Section 467.5.	Proceedings subject to Chapter 2 (commencing with section 1115) of Division 9 of the Evidence Code.
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Section 470.	Acceptance and disbursement of funds from any public or private source.
Section 470.1.	Grant recipient may accept funds from public or private source; inspection, examination and audit of fiscal affairs; use of public facilities.
Section 470.2.	County's share of funding.
Section 470.3.	Fee for filing first paper in civil action; utilization of fee; special fund; inspection of records.

**Article 7. Rules and Regulations**

Section 471.	Rules and regulations; temporary guidelines; county grants; evaluations.
Section 471.3.	Rules and regulations; statewide uniformity.
Section 471.5.	Statistical data; confidentiality and anonymity of persons employing process.

**DISPUTE RESOLUTION PROGRAMS ACT**  
Business and Professions Code "465-471.5."

**Article 1. Legislative Purpose**

## 465. Legislative finding and declaration

The Legislature hereby finds and declares all of the following:

- (a) The resolution of many disputes can be unnecessarily costly, time-consuming, and complex when achieved through formal court proceedings where the parties are adversaries and are subjected to formalized procedures.
- (b) To achieve more effective and efficient dispute resolution in a complex society, greater use of alternatives to the courts, such as mediation, conciliation, and arbitration should be encouraged. Community dispute resolution programs and increased use of other alternatives to the formal judicial system may offer less threatening and more flexible forums for persons of all ethnic, racial, and socioeconomic backgrounds. These alternatives, among other things, can assist in the resolution of disputes between neighbors, some domestic disputes, consumer-merchant disputes, and other kinds of disputes in which the parties have continuing relationships. A noncoercive dispute resolution forum in the community may also provide a valuable prevention and early intervention problem-solving resource to the community.
- (c) Local resources, including volunteers reflective of the diversity of the community and available public buildings should be utilized to achieve more accessible, cost-effective resolutions of disputes. Additional financial resources are needed to expand, stabilize, and improve existing programs and entities which sponsor alternative dispute resolution.
- (d) Courts, prosecuting authorities, law enforcement agencies, and administrative agencies should encourage greater use of alternative dispute resolution techniques whenever the administration of justice will be improved.
- (e) Counties should consider increasing the use of alternative dispute resolution in their operations as plans for court reform are developed and implemented.
- (f) The Judicial Council should consider, in redrafting or updating any of the official pleading forms used in the trial courts of this state, the inclusion of information on options for alternative dispute resolution.

## 465.5. Legislative intent

It is the intent of the Legislature to permit counties to accomplish all of the following:

- (a) Encouragement and support of the development and use of alternative dispute resolution techniques.
- (b) Encouragement and support of community participation in the development, administration, and oversight of local programs designed to facilitate the informal resolution of disputes among members of the community.
- (c) Development of structures for dispute resolution that may serve as models for resolution programs in other communities.
- (d) Education of communities with regard to the availability and benefits of alternative dispute resolution techniques.
- (e) Encouragement of courts, prosecuting authorities, public defenders, law enforcement agencies, and administrative agencies to work in cooperation with, and to make referrals to, dispute resolution programs.

At the time that the state assumes the responsibility for the funding of California trial courts, consideration shall be given to the Dispute Resolution Advisory Council's evaluation of the effectiveness of alternative dispute resolution programs and the feasibility of the operation of a statewide program of grants, with the intention of funding alternative dispute resolution programs on a statewide basis.

**Article 2. Definitions**

## 466. Dispute resolution; program; advisory council

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.

**Article 3. Establishment and Administration of Programs**

## 467. Dispute resolution advisory council; membership; compensation

- (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 the 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 geographical 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. Funded programs; county grants to establish and continue programs; intercounty regional 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 fee increase authorized by Section 470.3 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. Funded program; eligibility requirements

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 indigent.
- (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. Funded program; written statement relating to proceeding; 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. Agreement resolving dispute; enforceability and admissibility as evidence; 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. Proceedings subject to Chapter 2 (commencing with section 1115) of Division 9 of the Evidence Code

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.

Note: Evidence Code section 1152.5 was repealed and replaced by Chapter 2 (commencing with section 1115) of Division 9 of the Evidence Code.

## 467.6. Statistical records; maintenance; confidentiality and 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. Revocation of consent, withdrawal from dispute resolution, and judicial redress; criminal complaint, advice of counsel, 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.

**Article 4. Application Procedures**

## 468. Funds to be utilized 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 therefore.

## 468.2. Applications for funding; contents

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. Relative funding priority; basis of 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.

### Article 5. Payment Procedures

#### 469. Allocation of funds; considerations; 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. 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.

### Article 6. Funding

#### 470. Acceptance and disbursement of funds from any public or private source

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

##### 470.1. Grant recipient may accept funds from public or private source; inspection, examination and audit of fiscal affairs; use of public facilities

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

##### 470.3. Fee for filing first paper in civil action; utilization of fee; special fund; inspection of records

- (a) Except as provided in subdivision (b), a fee of not less than one dollar (\$1) and not more than eight dollars (\$8) may be added to the total fees collected and fixed pursuant to Sections 26820.4, 26826, 26827, 68090, 72055, and 72056 of the Government Code for the filing of a first paper in a civil action in superior, municipal, or justice court, other than a small claims action.
- (b) A fee of not less than one dollar (\$1) and not more than three dollars (\$3) may be added to the total fees<sup>1</sup> collected and fixed pursuant to Sections 26820.4, 26826, 26827, 68090, 72055, and 72056 of the Government Code for the filing of a first paper in a civil action in superior, municipal, or justice court, for those cases where the monetary damages do not exceed the sum of two thousand five hundred dollars (\$2500). To facilitate the computation of the correct fee pursuant to this section, the complaint shall contain a declaration under penalty of perjury executed by a party requesting a reduction in fees that the case filed qualifies for the lower fee because claim for money damages will not exceed the sum of two thousand five hundred dollars (\$2,500.)<sup>2</sup>
- (c) The fees described in subdivision (a) shall only be utilized for the support of the dispute resolution programs authorized by this chapter.
- (d) A county may carry over moneys received from the additional fees authorized pursuant to subdivision (a) and (b), which shall be deposited in a special fund created for those purposes, until such time as the county elects to fund a dispute resolution program. Records of those fees shall be available for inspection by the public, upon request.

### Article 7. Rules and Regulations

#### 471. Rules and regulations; temporary guidelines; county grants; evaluations; enforcement-Director of Consumer Affairs

- (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 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 so doing may exercise any power conferred under Chapter 4 (commencing with Section 300).

##### 471.3. Rules and regulations; statewide uniformity

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. Statistical data; confidentiality and anonymity of persons employing process

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.

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<sup>1</sup> Government Code section 68086, subbed.(e) (as amended by Stats. 1993, ch. 158 (AB392)) precludes a board of supervisors from changing the amounts allocated from the "total filing fees" to fund conflict resolution, and effectively preclude counties from opting into the dispute Resolution Programs Act, or increasing the amount of funds from filing fees to fund conflict resolution programs. However, in 1996, counties were allowed to increase the factually total filing fee to fund conflict resolution programs, and exclude that increase from the definition of total filing fee as defined in Government Code sections 26820.6 and 72056.1 (Stats. 1996, c.942 (AB2953))

<sup>2</sup> Senate Bill 1701 (1992) increased from three dollars (\$3) to eight (\$8) the maximum which a county could use from its filing fees to fund dispute resolution. Assembly Bill 1344 (1922) imposed maximum and uniform court filing fees for all counties and made inoperable a litigant's option to lower filing fees for money damages not exceeding \$2500.

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## Dispute Resolution Programs Act - Regulations

TITLE 16, DIVISION 36. DISPUTE RESOLUTION ADVISORY COUNCIL

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TITLE 16, DIVISION 36. DISPUTE RESOLUTION ADVISORY COUNCIL

#### ARTICLE 1. GENERAL PROVISIONS

Section 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.

"Department of Consumer Affairs" means the California State Department of Consumer Affairs, located at 1020 N Street, Room 504, Sacramento, California 95814.

(c) "Regulations" refers to California Code of Regulations, Title 16, Chapter 36, commencing with Section 3600.

AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Section 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 471 and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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 non binding 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.2, 467.3, 467.7, 468.2(c) and (g), 471, 471.3 and 471.5, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## ARTICLE 2. GENERAL ELIGIBILITY AND APPLICATION REQUIREMENTS

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.2, 468, 468.2, 470.2, 471 and 471.3, Business and Professions Code.

## HISTORY:

1. New Section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

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

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.1, 467.2, 468, 468.1, 468.2, 468.3, 470.2 and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 471 and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.2(f), 467.7(b) and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## ARTICLE 3. GRANTEE OPERATIONS, TRAINING AND SERVICE STANDARDS

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.1, 468, 469, 470.1(b), 470.2 and 471.5, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.2(c), 470.1(a) and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.2(b) and (e) and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.2(b), 468.2(g), 468.3(b) and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.3(e), 467.4(a), 467.7(a) and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Section 467.3(c)(2), Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Section 465.5, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 471.3, 471.5(a) and (d), Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

#### ARTICLE 4. GRANTEE MANAGEMENT, ACCOUNTING, AND REPORTING REQUIREMENTS

## Section 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.

## AUTHORITY:

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 468.2(b), (d) and (f), 468.3, 470.2 and 471.3, Business and Professions Code.

## HISTORY:

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 470.1(b), 471, 471.3 and 471.5, Business and Professions Code.

**HISTORY:**

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 471, 471.3 and 471.5, Business and Professions Code.

**HISTORY:**

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 465, 465.5, 471, 471.3 and 471.5, Business and Professions Code.

**HISTORY:**

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 465, 465.5, 471 and 471.3, Business and Professions Code.

**HISTORY:**

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

## ARTICLE 5. COUNTY USE OF FEES AND GRANT MANAGEMENT

Section 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<sup>1</sup>, 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<sup>2</sup>, or
- (3) any other programs or services not expressly authorized by the Act or these Regulations.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.1, 468, 469, 470, 470.2, 470.3, 471 and 471.3, Business and Professions Code.

**HISTORY:**

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 469, 470, 470.3(a), 471 and 471.3, Business and Professions Code.

**HISTORY:**

1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.1, 467.2, 468, 468.3, 470, 470.2 and 471.3, Business and Professions Code.

**HISTORY:**

- 1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

**Section 3670. Grant Award Time frames**

- (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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 467.1, 469, 470, 470.3 and 471.3, Business and Professions Code.

**HISTORY:**

- 1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

**Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 471 and 471.3, Business and Professions Code.

**HISTORY:**

- 1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

**Section 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.

**AUTHORITY:**

Note: Authority cited: Section 471, Business and Professions Code. Reference: Sections 471 and 471.3, Business and Professions Code.

**HISTORY:**

- 1. New section filed 8-31-89; operative 9-30-89 (Register 89, No. 36).

<sup>1</sup>This language prohibits the funding of family law mediations of child custody and visitation disputes. Civil Code sections 4607 and 4351.5 have been repealed and reenacted in Family Code sections 3170 and 3175.

<sup>2</sup>This language not only prohibits the mandatory arbitration programs set forth in Code of Civil Procedure section 1141.5 but "any other formal or mandatory arbitration programs."

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**GENERAL CONDITIONS OF COUNTY CONTRACT**

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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Contractor

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**GENERAL CONDITIONS**  
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10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government

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Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
  - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to

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County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
  - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
  - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

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requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the

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contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.