



# **APPENDIX B STATEMENT OF WORK**

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## **APPENDIX B STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

- 1.1 This Appendix B, Statement of Work, outlines the minimum tasks required of Contractor for the provision of Dispute Resolution Services (Services or Program) to Disputants under the Los Angeles County Dispute Resolution Program (LACDRP or Program) administered by the County of Los Angeles Community and Senior Services (County).
- 1.2 LACDRP provides dispute resolution services (Services) to individuals, businesses, and organizations involved in various types of disputes throughout Los Angeles County through the use of volunteers, also known as “neutrals,” to conduct the dispute resolution process. A neutral’s function is to serve as an individual who does not represent, advocate, nor show favoritism toward any Disputant (as further defined herein, and in Exhibit J, Definitions) in a dispute.
- 1.3 The acceptable types of dispute resolution processes offered by Contractor include Conciliation, Mediation, and Arbitration. Following is a brief description of each of these three (3) types of dispute resolution processes:
  - 1.3.1 Conciliation – A process of independent communications between Disputants and neutral person(s), pursuant to Article 1, Section 3602 of the DRPA Regulations. These communications may be in person, by phone, in writing, or by some electronic means, or a combination of these. Conciliation is an acceptable type of resolution process for Community disputes.
  - 1.3.2 Mediation – A process of face-to-face communication, facilitated by neutral person(s), between Disputants, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation, pursuant to Article 1, Section 3602 of the DRPA Regulations. Mediation may include communication that is not face-to-face in support of in-person sessions. Any Mediation in which not all the Disputants and neutral(s) are in the same physical location, may be conducted via the internet, videoconferencing, or other electronic means, provided that participants may view each other’s faces and movements and communicate in real time. Mediation is an acceptable type of resolution process for Community, Day of Hearing Court, and Victim-Offender disputes.
  - 1.3.3 Arbitration – A voluntary hearing in which a neutral person receives spoken and/or written evidence from the Disputants and any witnesses, and renders a decision that may be binding or non-binding depending on the consent of the Disputants, pursuant to Article 1, Section 3602 of the DRPA

Regulations. Arbitration is an acceptable type of resolution process for Community and Victim-Offender disputes.

#### 1.4 MISSION

1.4.1 A primary mission of the Program is to assist people who live, work, or operate in Los Angeles County to resolve disputes using means alternative to formal judicial proceedings with the help of one (1) or more trained neutral persons. The Program is essential in providing dispute resolution services that are less costly, less time consuming, and less complex than the traditional judge or jury system. It is also crucial in affording the diverse residents of Los Angeles County a process that is less formal, less intimidating, and more accessible than the traditional court system. A key difference from the traditional court system is that the Disputants, rather than a judge or jury, are the primary decision makers in the outcome of their disputes.

1.4.2 A secondary mission of the Program is to promote the ongoing betterment of human relations throughout Los Angeles County by cultivating and increasing the number of individuals who are skilled in resolving the interpersonal and intergroup disputes that are common in our relationships, workplaces, and communities. Individuals possessing such skills may quickly respond to a dispute at the onset and thus, greatly avert its escalation to a formal judicial action and/or an intervention by law enforcement. The intent is that the collective efforts of these neutrals will transform relationships that reflect the rich diversity of cultures, institutions, and communities that characterize Los Angeles County. This shall enable Disputants to address their differences in ways that refrain from hostility or violence, thereby benefiting all those directly involved in the resolved disputes and other relationships these individuals touch.

#### 1.5 DISPUTE CATEGORIES: Contractor shall provide Services under one (1) or more of the three (3) broad dispute categories for which it is funded:

1.5.1 Community – Community disputes are those for which no court action has been initiated or for which resolution services are not required on the day of hearing. These may include, but are not limited to, disputes between consumers and merchants, tenants and landlords, businesses, coworkers, neighbors, students, and family members.

1.5.2 Day of Hearing Civil Court – Day of Hearing Civil Court disputes are those for which civil court action has been initiated and resolution services are provided on the scheduled day of court hearing. These include disputes filed as small claims, civil harassment, unlawful detainer, or non-collections limited jurisdiction cases.

1.4.3 Victim-Offender – Victim-Offender disputes involve matters between Victim(s) and Offender(s) of criminal actions. These are cases that may or may not have been filed for prosecution, but in which the Offender(s) has acknowledged committing the harm-causing action(s). Explicit agreement of the appropriate law enforcement jurisdiction or prosecuting authority is required in order to proceed with resolution services for any Victim-Offender dispute.

1.6 The Program shall be administered in conjunction with the California Dispute Resolution Programs Act of 1986 (“the Act” or “DRPA”) – the statutory program and funding authority for the Program; its regulations (“the Regulations”); Program Memoranda/Directives issued by County; and the Proposed Program Services in Exhibit 2, of Appendix C, Exhibits to Statement of Work. Contractor at all times shall operate in compliance of DRPA requirements and any amendments thereto.

## **2.0 ELIGIBILITY CRITERIA**

2.1 Any individual, business, or organization involved in a dispute where at least one (1) Disputant (as defined in Section 2.1.1 and in Exhibit J, Definitions) in the dispute resides, conducts business in, or operates in Los Angeles County is eligible for Services. Contractor shall provide Services to any such individual, business, or organization unless circumstances dictate one of the exceptions detailed elsewhere in this Statement of Work.

2.1.1 Definition of Disputant: A Disputant, for the purpose of this Contract, is any person who is party to a dispute for which dispute resolution services are retained in an attempt to settle a disagreement or reconcile a difference.

2.1.2 Contractor must provide Services to all Disputants regardless of the Disputant’s primary/native language or level of English proficiency. Contractor shall determine each Disputant’s language needs to ensure that the appropriate resources are offered. If Contractor does not have a neutral who speaks the same language as the Disputant, then Contractor shall either provide an interpreter or shall directly contact other LACDRP Contractors to locate such a neutral or interpreter. See also Section 20.0, Multilingual Capabilities of Contractor’s Staff.

2.1.2.1 Contractor shall refrain from instructing the Disputant to call other LACDRP Contractors (referring out) solely due to language barriers (e.g., the Disputant shall not be instructed to call another number with the assumption that the LACDRP referral has the needed language capability).

2.1.2.2 Contractor is strongly encouraged to have at least one (1) salaried individual working on the Contract who is bilingual in Spanish and English.

2.2 Contractor shall not be required to provide resolution services when any of the Disputants has obtained a lawful restraining order issued by a court against another Disputant, as indicated on Contractor's Intake Form. Likewise, Contractor shall not be required to provide services when it is reasonable to believe that in doing so, it may endanger a Disputant, volunteer, or employee.

2.2.1 As part of the mandatory intake process, Contractor shall verify the presence of a restraining order made against any of the Disputants. If a restraining order exists, the Disputants shall be informed that Contractor may not offer any services unless a court record verifies that the restraining order has been lifted.

### 3.0 SPECIFIC TASKS

3.1 Contractor shall carefully review each dispute to ensure that the appropriate service is offered and provided to the Disputants.

3.2 **COMMUNITY DISPUTE RESOLUTION:** Community Dispute Resolution Contractor shall provide service to requesting individuals who reside, conduct business, or operate, in the Los Angeles County Service Planning Area(s) (SPA(s)), as further defined in Exhibit J, Definitions, for which Contractor is approved by County to address disputes and for which civil court action has not been initiated or resolution services are required on a day of hearing for a **maximum unit rate of \$740 per resolved case.**

3.2.1 Minimum Cases Initiated – Community Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year in each SPA for which Contractor is approved to address Community disputes. The minimum annual number of dispute resolution cases initiated for each SPA shall be at least 0.1% (.001) of the SPA's population. For the purpose of this Contract, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.2.2 Minimum Cases Resolved – Community Dispute Resolution Contractor shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the dispute resolution cases initiated each year. For the purpose of this Contract, the minimum annual number of projected resolved disputes

shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.2.2.1 Resolved Complex Disputes

Complex Disputes are disputes that require over eight (8) in-session hours to reach a resolution. Hours exceeding the eight (8)-hour threshold may be counted as an additional resolved dispute for every four (4) hour-increment attained beyond the eight (8)-hour threshold. For example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes (one 8-hour session plus two 4-hour sessions).

3.2.2.2 Student Disputes

Student Dispute mediations are mediations that involve students under the age of 17.

3.2.2.2.1 Student Disputes that involves less than one face-to-face contact hour for resolution shall be counted as 1/5 of a Resolved Case. Note: This requirement is currently being evaluated and may change at the time of Contract award. Such change will be made through an addendum or program directive.

3.2.3 Minimum Number of Previously Un-served Local Stakeholder Groups –

For each SPA that Contractor is approved to address Community disputes, Contractor shall project each year a minimum number, not less than three (3), of previously un-served local stakeholder groups, as defined below, that Contractor shall serve with dispute resolution training that complies with the requirements described in Section 16.0, Trainings, of this document. Local stakeholder groups include, but are not limited to, schools, youth-serving organizations, community-based organizations, faith-based organizations, city and county community centers, city and county parks and recreation units, and workplaces.

3.2.4 Statistical Information – Each Community Dispute Resolution

Contractor shall provide annually updated descriptions of the resident and workplace populations of each SPA for which Contractor is approved to serve, including estimated numbers of the population being served as well as cultural, economic, and other key social demographics. As part of these annually updated descriptions, Contractor shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons

employing the dispute resolution process. Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.2.5 Community Dispute Resolution Contractor shall take measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations in each SPA for which Contractor is approved to provide services, with special emphasis to underserved and un-served populations. Such measures must include schedule, location, and language considerations.

3.3 **DAY OF HEARING CIVIL COURT DISPUTE RESOLUTION:** Day of Hearing Civil Court Dispute Resolution Contractor shall provide services to requesting individuals for the type(s) of cases and in the locations for which Contractor is approved by County to address disputes on scheduled days of hearing for a **maximum unit rate of \$275 per resolved case.**

3.3.1 Minimum Cases Initiated – Day of Hearing Civil Court Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year for each type of case in each location for which Contractor is approved to address Day of Hearing Civil Court disputes. The annual minimum number of dispute resolution cases initiated for each type of case in each location shall be negotiated annually in advance with County, as specified in the Hub Locations and Zip Code Chart, Exhibit 3, of Appendix C, Exhibits to Statement of Work. For the purpose of this Contract, the minimum annual number of dispute resolutions initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.3.2 Minimum Cases Resolved – Day of Hearing Civil Court Dispute Resolution Contractors shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the disputes resolutions initiated each year. For the purpose of this Contract, the minimum annual number of projected resolved disputes shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.3.3 Statistical Information – Each Day of Hearing Civil Court Dispute Resolution Contractor shall provide annually updated descriptions of



the resident and workplace populations of potential users of their dispute resolution services, including estimated numbers of the population being served, as well as cultural, economic, and other key social demographics. As part of these annually updated descriptions, Contractor shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.3.4 Each Day of Hearing Civil Court Dispute Resolution Contractor shall take specific measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of potential users, with special emphasis to the underserved and un-served populations and communities in each area served by the court hubs for which Contractor is approved. Accessibility must include schedule, location, and language considerations.

3.4 **VICTIM-OFFENDER DISPUTE RESOLUTION:** Victim-Offender Dispute Resolution Contractor shall provide services for cases referred by law enforcement jurisdiction(s) for which Contractor is approved by County to address disputes between Victim(s) and Offender(s) for **a maximum unit rate of \$740 per resolved case.**

3.4.1 Minimum Cases Initiated – Victim-Offender Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year for each law enforcement jurisdiction for which Contractor is approved to address Victim-Offender disputes. The annual minimum number of disputes initiated for each law enforcement jurisdiction shall be negotiated annually in advance with County. For the purpose of this Contract, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.4.2 Minimum Cases Resolved – Victim-Offender Dispute Resolution Contractor shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the disputes initiated each year. For the purpose of this Contract, the minimum annual number of projected resolved

disputes shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

3.4.2.1 Resolved Complex Disputes

Complex disputes are disputes that require over eight (8) hours to reach a resolution. Hours exceeding the eight (8)-hour threshold may be counted as an additional resolved dispute for every four (4) hour-increment attained beyond the eight (8)-hour threshold. For example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes (one 8-hour session plus two 4-hour sessions).

3.4.3 Restorative Justice Principles – Victim-Offender Dispute Resolution Contractor shall adhere to the following Restorative Justice principles and practices for each case served.

3.4.3.1 Victim(s) and Offender(s) (see Exhibit J, Definitions)] are brought together in voluntary encounter(s) facilitated by trained neutral(s) to accomplish an increased sense of empowerment; empathetic understanding towards one another; a collaborative plan and approach in the reparation of harm and the building up of positive relations; and a fostering of a peaceful community by the Victim(s) and Offender.

3.4.3.2 Victim(s) may invite a reasonable number of family members, community members, organizations, and/or institutions, reflecting the Offender(s) harmful actions may also have had a profound effect on them.

3.4.3.3 The focus of Victim-Offender Dispute Resolution shall be on repairing harm and fostering reconciliation between the individuals involved rather than punishing the Offender(s).

3.4.3.4 Victim(s) and Offender(s) shall be assisted by the neutral in describing openly and thoroughly with each other what occurred and the results of what occurred, including any material, physical, and emotional impact.

3.4.3.5 A Victim(s) who is unable or unwilling to participate in a face-to-face session with the Offender(s) shall be encouraged to provide written or recorded descriptions of the occurrence with assistance from Contractor. Victim(s) also may choose to send representatives on his/her behalf to the dispute resolution sessions.

3.4.3.6 Victim(s) and Offender(s) may invite family members and other individuals as support to attend the dispute resolution sessions.

3.4.4 Before initiating a dispute resolution process in which at least one (1) of the participants is the alleged Offender(s) in a criminal complaint case that has been filed by a prosecutor, other than for an infraction, Contractor shall ensure that the advice of Offender(s) counsel is obtained or that the Offender(s) expressly waives the right to counsel or waives consulting with their counsel. Any Offender(s) who indicates a desire to waive the right to counsel or to consult with their counsel, shall be encouraged to consult with the public defender or private counsel before waiving that right. Contractor serving an Offender(s) who waives right to counsel shall keep on file a written waiver signed by the Offender.

3.4.5 Statistical Information – Victim-Offender Dispute Resolution Contractor shall provide annually updated descriptions of the resident and workplace populations of each law enforcement jurisdiction for which Contractor is approved, including estimated numbers of population being served, as well as cultural, economic, and other key social the demographics. As part of these annually updated descriptions, Contractor shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.4.6 Victim-Offender Dispute Resolution Contractor shall take specific measures to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of each law enforcement jurisdiction for which Contractor is approved, with special emphasis to the underserved and un-served populations and communities in each jurisdiction for which Contractor has been approved. Accessibility must include schedule, location, and language considerations.

### 3.5 VOLUNTARY PARTICIPATION AND PROHIBITION ON COERCING PARTICIPATION

3.5.1 Program participation of the Disputants shall be voluntary. Disputants shall not be coerced, pressured, or intimidated into participating in

Services. Such acts of coercion and intimidation are strictly prohibited. The decision to access and participate in the Services shall rest entirely with the Program participants.

### 3.5.2 CRIMINAL ISSUES RELATED TO VOLUNTARY PARTICIPATION/COERCION

3.5.2.1 Pursuant to Section 467.7(b) of the DRPA, in regards to criminal complaint cases that have been filed by a prosecutor, other than for infraction, the advice of counsel shall be obtained by the Offender prior to initiating the dispute resolution process. This shall not preclude the Offender from voluntarily waiving his/her right to counsel. An Offender who desires to waive his/her right to counsel shall be first encouraged to consult with the Public Defender or private counsel before waiving that right. Should the Offender waive his/her right to counsel, Contractor must keep a written waiver on file signed by the Offender.

### 3.6 INFORMATION STATEMENT REQUIREMENT

3.6.1 Contractor shall prepare a written Information Statement in a comprehensible and easy to read format that shall be presented to all Disputants prior to initiating any proceeding, containing all of the following:

3.6.1.1 The nature of the dispute resolution process (Conciliation, Mediation, or Arbitration);

3.6.1.2 If arbitration, whether or not the decision will be binding;

3.6.1.3 The right of Disputants to have an attorney present;

3.6.1.4 The program rules for attorney participation;

3.6.1.5 The right of Disputants to call and question witnesses;

3.6.1.6 Any agreement made will not be admissible in court unless both Disputants agree to make it admissible; and

3.6.1.7 Any agreement made will not be enforceable in court unless all Disputants agree to make it enforceable.

3.6.1.8 The individual(s) serving as neutral(s) in the proceeding certifies s/he has no bias regarding the Disputants or subject matter, and has no financial interest in any aspect of the

dispute in question or the Disputants, and that the neutral(s) will immediately halt any proceedings and notify Contractor should any conflict of interest, bias or financial interest as to the dispute or a Disputant(s) be discovered after any Services begin.

3.6.2 Contractor shall provide a copy of its current Information Statement to the LACDRP Coordinator, otherwise known as the County's Program Manager on Exhibit E, of Appendix A, Sample Contract.

3.6.3 ADDITIONAL WRITTEN INFORMATION STATEMENT REQUIREMENTS

3.6.3.1 Contractor shall have the following exact phrase in the electronic or hard copy case file for every dispute resolution case initiated:

"Written Information Statement Sent/Given to Disputants"

Next to the above phrase, Contractor shall have the individual who mailed, e-mailed, faxed, or handed the Information Statement to the Disputants, initial and date the document as confirmation of the action taken.

3.6.3.2 A written copy of each Contractor's Information Statement must be available for County to review. Information Statements and any written materials provided to Disputants shall be written at no more than a high school graduate reading level. A suggested Information Statement is Exhibit 4, of Appendix C, Exhibits to Statement of Work.

3.6.3.3 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.7 WRITTEN AGREEMENT OR AWARD REQUIREMENT

3.7.1 Upon consent of the Disputants, a written agreement or an award resolving a dispute may be issued, which details the dispute settlement and future responsibilities of each party. If settlement is reached through Conciliation and a written agreement is still desired, Contractor may require the Disputants to meet in a face-to-face session to do so.

3.7.2 ENFORCEABILITY AND ADMISSIBILITY OF AGREEMENTS:

Agreements resolving a dispute and entered into with the assistance of Contractor shall not be enforceable in a court nor shall they be admissible as evidence in any judicial or administrative proceeding without the consent of the parties. The written agreement shall clearly state that the agreement or any resulting award shall be enforceable or admissible as evidence only as agreed-to by the parties.

3.7.3 TOLLING THE STATUTE OF LIMITATIONS: Disputants may agree in writing to toll the applicable statute of limitations during the pendency of the dispute resolution process. The statute of limitations for any given dispute provides a deadline within which a court case arising out of the dispute must be filed or else the right to sue is lost. Contractor shall NOT be required to inform Disputants of this section of the Act. If Contractor does inform any Disputant of this section of the Act, any such communications must be in accordance with the issues addressed in Section 3.12.1, Providing Legal Counsel, of this Appendix.

3.7.4 INVOLVEMENT OF ATTORNEYS IN DRPA-FUNDED PROCESSES: Disputants are entitled to be accompanied by an attorney at any dispute resolution session. Participation by attorneys in dispute resolution proceedings may be restricted by the policy of Contractor. Such policies shall be clearly explained in the Information Statement provided to Disputants. Disputants shall always have the right to consult with attorneys as needed.

3.7.5 DISPUTANT RIGHT TO WITHDRAW OR REVOKE CONSENT: Unless Disputants have agreed in writing to a binding award, Disputants may withdraw from process and revoke their consent by written statement and may seek judicial or administrative redress.

3.7.6 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

### 3.8 CONFIDENTIALITY

3.8.1 All dispute resolutions proceedings conducted, including, but not limited to, conciliations, mediations, and arbitrations, are subject to Chapter 2 commencing with Section 1115 of Division 9 of the California Evidence Code. Contractor shall not reveal any communications made with a Disputant to anyone involved in any administrative law or civil court proceeding. This includes any information on the dispute or Disputant recorded in writing by Contractor, such as case files or notes taken by a neutral during a

dispute resolution process. This confidentiality provision shall NOT apply to possible criminal activity. If a Disputant indicates to Contractor, at any point during the dispute resolution process, that criminal liability may exist on the Disputant as a result of a criminal act, Contractor shall inform the Disputant that the protections of confidentiality may not exist. If an attempt is made by any third party to force a Contractor into revealing any information about a case, Contractor shall contact County for assistance. Contractor may contact the County for further assistance in interpreting the laws regulating the DRPA.

3.8.2 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

### 3.9 BIAS AND CONFLICT OF INTEREST RELATED TO NEUTRALS

3.9.1 All Services must be provided by neutral persons. Persons are not regarded neutral if personal bias regarding any particular Disputant or the subject matter of the dispute exists. Persons are not regarded neutral if s/he has any financial interest in the subject matter of a dispute or a financial relationship with any party to the dispute resolution proceeding. Such interest shall be deemed a conflict of interest. Neutrals having any actual or perceived conflict of interest shall refrain from providing services unless all Disputants are made fully aware of the conflicts or potentially perceived conflicts and consent in writing.

3.9.2 Contractor shall require all persons serving as a neutral in any Services offered to review the issue(s) at stake in each dispute they may participate in, and certify in writing on Contractor-provided form they have no bias regarding the Disputants or subject matter, and have no financial interest in any aspect of the dispute in question or the Disputants. Contractor shall also require a neutral to certify for each dispute they have no conflicts of interest, and that the neutral will immediately halt any proceedings and notify Contractor should they discover any conflict of interest, bias, or financial interest as to the dispute or a Disputant(s) after any Services begin.

3.9.3 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

### 3.10 UNRESTRICTED ACCESSIBILITY TO SERVICES

3.10.1 Contractor shall NOT have a blanket policy against providing Services to specific types of disputes (e.g., landlord-tenant, etc.) within the service category (Community, Day of Hearing, Victim-Offender) for which Contractor has been approved without the written approval of County.

3.10.2 Contractor shall NOT refuse Services to a specific type of dispute within the service category for which Contractor has been approved solely due to the complexity of the dispute. County acknowledges, that since the majority of services are provided by volunteers, some types of disputes may exceed the capacity of available volunteer neutrals. This factor will be included in any consideration by County in a request from Contractor to be excused from serving a particular dispute.

### 3.11 PROHIBITED ACTIVITIES

#### 3.11.1 PROVIDING LEGAL COUNSEL

3.11.1.1 Contractor acknowledges Program, and the Services thereto, is not a legal aid program. Funds and staff shall not be used in any manner to provide legal advice to Disputants. Contractor shall have policies, staff and volunteer training, and referral systems in place to prevent the provision of legal advice under any circumstances and refer Disputants wanting legal advice to appropriate resources.

3.11.1.1.1 **Contractor with Legal Advice or Attorney Related Programs:** Contractor that is part of larger entities that are legal and/or attorney based or have legal advice programs shall take precaution and implement measures to provide a clear and distinct separation between any program offering legal advice and any DRPA-funded Services.

3.11.1.1.1.1 **Disputants Having Received Court Summonses/Statute of Limitations Issues:** For purpose of this Contract, informing a Disputant who has received a court summons of a deadline to file a response with the court or that s/he could potentially otherwise lose by default is NOT considered providing legal advice. Contractor shall NOT inform Disputants of the specific day or date of such a deadline. Instead,



Disputants shall be informed of their need to speak with an attorney.

**3.11.1.1.2 Legal Information Prepared/Written By Other Organizations:** For purpose of this Contract, providing a Disputant legal information prepared or written by a relevant government entity or non-profit legal aid organization is NOT considered providing legal advice. Contractor shall NOT, however, answer any questions or provide any comments or advice related to any legal information provided to Disputants. If Disputants have questions, they shall be informed of their need to speak to an attorney.

3.11.1.1.2.1 Examples of such information include the *California State Department of Consumer Affairs Landlord-Tenant Handbook* or printed information posted for public use by legal aid organizations or government entities.

**3.11.1.1.3 Referrals to Sources of Legal Advice or Legal Information:** Contractor shall maintain written current information for Disputants on where they may access legal advice or information. This shall include lawyer referral services certified by the California State Bar Association, all Federal Legal Services Corporation (LSC) entities funded in Los Angeles County, the Courthouse Self-Help Centers operated by the Legal Aid Foundation of Los Angeles and Neighborhood Legal Services of Los Angeles County, and resources for those individuals who may choose to, or be forced to, not have an attorney and self-represent themselves (“pro per” or “pro se” litigants) based on various circumstances (e.g., income not low enough to qualify for LSC services and case size or type and/or income makes a private attorney difficult to obtain.)

3.11.1.1.4 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

3.11.2 SOLICITING DONATIONS IN ADVANCE Contractor shall ensure that no individual representing its organization explicitly or implicitly solicits any donation from a Disputant in advance of initiating any Service, or prior to the full completion of Contractor's resolution attempt(s) for the first dispute in which the Disputant receives dispute resolution services from Contractor.

### 3.12 CHARGING DISPUTANTS FOR SERVICES

3.12.1 Contractor shall not be required to charge Disputants for dispute resolution services. However, if Contractor charges fees for its dispute resolution services, such fees must be assessed on a sliding scale basis, according to income and financial need. Contractor shall fully explain to all Disputants in writing, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.

3.12.2 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

#### 3.12.2 WAIVER OF ANY FEES TO LOW-INCOME DISPUTANTS

Any fees must be completely waived for any Disputant who informs Contractor that s/he is unable to pay due to being unemployed or low income. Contractor shall have no documentation requirements in order for a Disputant to receive any such waiver.

3.12.3 Contractor is prohibited from charging the following fees: contingent fees; fees calculated on the basis of the amount in controversy; or fees based on the failure or success of the Disputants to agree to resolution terms previously designated by one or more of the Disputants.

#### 3.12.4 CONTRACTOR FEE SYSTEM OPTIONS:

3.12.4.1 **No Fee:** No Disputant is charged any fee of any type.

3.12.4.2 **Sliding Scale Fee:** Disputants are charged on a sliding scale basis, and individuals who inform Contractor they are unable to pay due to being unemployed or low income shall have all fees waived.

3.12.4.3 **County Approval of Sliding Scale:** Contractor shall submit their sliding scales for written approval to County. Contractor shall receive written approval before implementing any

sliding scale. Once the scale has been approved, Contractor shall not change the fees without the prior written approval of County.

- 3.12.4.4 All case files for any dispute shall have the following fields, and the appropriate option for each case must be identified and initialed by Contractor representative.

No Fees Charged _____
Sliding Scale Fee Charged \$ _____
Other Fees Charged \$ _____
Voluntary Donation \$ _____

### 3.13 DOCUMENTATION REQUIRED FOR RESOLVED CASES

3.13.1A resolved case is one in which at least one (1) of the contested issues has been resolved to the mutual satisfaction of the Disputants.

3.13.1.1 A written, dated agreement signed by Disputants OR a brief summary of the agreement that indicates the action or actions to be taken or not taken by each Disputant or the mutual understanding reached with the date of the resolution and the initials of the neutral.

3.13.1.2 Summary of the Dispute and Specific Issue(s). Following are some examples of a dispute and possible related issues:

3.13.1.2.1 Effect of Recycling Center on Neighborhood: trash, homeless, noise;

3.13.1.2.2 Mistrust of Local Police After Shooting: mutual understanding of known facts, investigation process, reasons for mistrust, actions that can be taken/policies implemented to regain trust;

3.13.1.2.3 Church Council Dispute: Members respect for each other, manners at meetings, obtaining/presenting outside legal advice, by-laws/articles of incorporation interpretation, meeting procedures, budget procedures, hiring procedures; and

3.13.1.2.4 School Tension/Violence Between Racial/Ethnic Groups: Views on the incident, causation of incident, specific ways to prevent similar incidents in the future, ways

to improve relations through specific acts on a regular basis.

3.13.1.2.5 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

#### **4.0 ADDITIONAL REQUIREMENTS**

In addition to the specific tasks necessary to provide Services, Contractor must also adhere to the minimum requirements that are necessary to operate the Program. These requirements ensure Contractor maintains the appropriate level of care, performance, staffing, reporting, and compliance with Los Angeles County and State of California guidelines that govern the Program. Contractor shall be responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Disputants.

4.1 Contractor shall provide Outreach, which is defined as actively providing and disseminating Program information to the public on what Services may be available to potential eligible Disputants. Outreach provided by Contractor shall aim to produce a continual increase in the use of dispute resolution services by Disputants.

4.1.1 Community Dispute Resolution Services Outreach shall specific activities to effectively communicate the availability of Services to the distinct and various populations residing, working, and/or operating in the SPA(s) for which Contractor is approved.

4.1.2 Day of Hearing Civil Court Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations who may need help with the types of cases in the locations where Contractor is approved.

4.1.3 Victim-Offender Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations served by the law enforcement jurisdictions for which Contractor is approved.

4.2 Contractor shall ensure that information and assistance for all Services is provided to all relevant populations including, but not limited to, homeless, veteran, and Lesbian-Gay-Bisexual-Transgender (LGBT) Disputants.

- 4.3 Contractor shall annually project a minimum annual number, not less than 25, of previously untrained persons Contractor will serve with Basic 25-Hour dispute resolution training that complies with Section 16.0, Trainings, of this Statement of Work.

## **5.0 CONTRACTOR PERSONNEL**

### **5.1 GENERAL REQUIREMENT:**

- 5.1.1 Contractor shall have sufficient number of qualified staff with the appropriate education, training, and experience to carry out the requirements of the Program.
- 5.1.2 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number required, as well as any other applicable staffing requirements of County. Such personnel shall meet all qualifications in this Contract, as well as those provided by County through Contract Amendments, Administrative Directives, and Program Policy Memoranda.
- 5.1.3 Contractor shall always have at least one (1) employee with the authority to act on behalf of Contractor available during work hours.

### **5.2 PROJECT DIRECTOR (Sample Contract - Sub-paragraph 7.1 – Contractor’s Program Administrator):**

- 5.2.1 Responsibilities: The Project Director shall plan, organize and direct all administrative and program activities related to the Program. The Project Director shall define lines of authority and shall develop the roles and parameters of responsibility for Program staff consistent with established requirements. In addition, the Project Director shall serve as the coordinator/liaison for all Program Services, ensuring that all communications relevant to Services are conveyed to the appropriate personnel.

#### **5.2.2 Minimum Education, Experience and Qualifications:**

- 5.2.2.1 A minimum of two (2) years of experience in dispute resolution or related field. In addition, the individual must possess and demonstrate the following:

- 5.2.2.1.1 Demonstrated problem-solving skills and experience;

- 5.2.2.1.2 Ability and experience explaining administrative goals, policies and procedures,

and assist staff in adjusting to changes that occur;

5.2.2.1.3 Successful completion of a basic 25-hour DRPA training within six (6) months of hire.

### 5.3 CASE MANAGER

5.3.1 Responsibilities: Under the direction of the Project Director, the Case Manager shall maintain and assist with volunteer trainings and volunteer pool lists. The Case Manager shall make recommendations and referrals as appropriate to other service organizations, giving priority to DRPA-funded programs.

5.3.2 Minimum Education, Experience and Qualifications:

5.3.2.1 Demonstrated ability to communicate effectively with Disputants and Volunteers; and

5.3.2.2 Demonstrated ability to treat Disputants, Volunteers, and co-workers with respect and dignity.

5.3.2.3 Successful completion of a basic 25-hour DRPA training program within six (6) months of hire.

### 5.4 OTHER STAFF

5.4.1 Volunteer Services: Contractor shall primarily use a pool of properly trained and adequately supervised volunteers reflective of the diversity of Los Angeles County to provide Program Services in order to achieve the legislative purpose and intent of the DRP Act while maximizing the cost effectiveness of the Program. Contractor shall therefore ensure the large majority of all Conciliations, Mediations, Arbitrations, and other dispute resolution processes are conducted by volunteer neutrals, with salaried staff in a limited, but adequate supervisory role, rather than routinely acting as co-neutrals.

5.4.2 County reserves the right to require Contractor's compliance with a Corrective Action Plan if the majority of Contractor's services are not provided solely by volunteers. County acknowledges that the majority of services are provided by volunteers who are utilizing their volunteer experience as a training program. Contractor shall ensure that volunteers assigned to any dispute meet the requirements of providing resolution services for that case.

5.4.3 Preference to recruit older individuals: Preference shall be given to recruiting older individuals age 55 and over as volunteers and neutrals, subject to the qualifications of the position.

## **6.0 SPECIAL PROVISION**

### **6.1 MEDIATION WEEK**

6.1.1 Each year the Los Angeles County Board of Supervisors celebrates Mediation Week by honoring Program volunteers, staff, and selected successfully resolved disputes. Contractor may choose to nominate staff or volunteers Contractor would like to see recognized by County. Nominations shall be received by County no later than the first business day of each February. Exhibit 5, Mediation Week Nomination Form, of Appendix C, Exhibits to Statement of Work, provides instructions on how to submit nominations. Contractor acknowledges submission of a nomination form shall not be binding on County or the Los Angeles County Board of Supervisors for any recognition or otherwise.

## **7.0 FISCAL**

### **7.1 MATCHING SHARE**

7.1.1 Contractor shall provide at least a 25% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Exhibit 1 (Budget), of Appendix C, Exhibits to Statement of Work. The matching share may be in cash or in-kind contributions or compensation thereof.

7.1.1.1 In-kind contributions are property or services provided by Contractor which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to Contractor.

7.1.1.2 The criteria for establishing the value on non-cash items shall be Fair Market Value. In the case of Volunteer Services, Fair Market Value shall be calculated at twenty-five dollars (\$25) per hour.

### **7.2 ADMINISTRATIVE/INDIRECT COST**

7.2.1 Administrative/Indirect costs are not to exceed 20% of the entire Contract. This includes both Program funds and matching funds.

7.2.2 For this Program, administrative/indirect costs are those costs associated with Contractor's employees and other financially compensated individuals whose primary duties do not include interaction with Disputants and/or volunteers. Typical examples of such positions are duties that relate to financial and/or human resources administration. Thus, any costs associated with these individuals (salaries and benefits, workspace, office equipment, supplies, etc.) that are reflected on the contract budget, whether using Program or matching funds, may be considered indirect or administrative costs.

7.2.3 Some organizations may have positions that perform both direct and administrative/indirect functions. The costs related to these individuals should be apportioned accordingly (i.e. 80% of an executive director's time is spent on direct services related activities and 20% are spend on administrative/indirect responsibilities, so that related costs would be classified accordingly).

7.2.4 Contractor shall contact County for further guidance on determining whether a cost is an administrative/indirect cost or a direct cost

### 7.3 CLOSEOUT REPORTS

7.3.1 At the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. A Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year. County shall notify Contractor of the deadline for submission of the Closeout Report.

7.3.2 If this Contract is terminated or cancelled prior to June 30<sup>th</sup> of any Fiscal Year, the Closeout Report shall be for that contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

7.3.3 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

### 7.4 CASH RESERVES

7.4.1 Contractor must maintain cash reserves equal to the cost to operate the Program for one (1) month.

7.4.2 Program Contract Funds may not be included in cash reserves.



## 7.5 YEARLY FISCAL REPORT BY INDEPENDENT ACCOUNTANT

7.5.2 Contractor shall submit yearly reports prepared by independent accountants that describe and assess Contractor's fiscal practices and status, no later than 90 days after the end of the fiscal year.

7.5.3 The independent accountant's report should be sent to the County. For Contractor that is legally part of a larger government or educational entity, a report of the entire organization's fiscal practices and status is sufficient to meet this requirement.

## 8.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

8.1 Contractor is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Exhibit, Exhibit 1 (Budget), Exhibit 2 (Proposed Program Services), Exhibit 6 (Performance Requirements Summary Chart), of Appendix C, Exhibits to Statement of Work. A new or updated Exhibit 1 (Budget) and Exhibit 2 (Proposed Program Services) shall be completed by Contractor and provided to County prior to the beginning of each Fiscal Year.

8.2 Contractor's Program performance and Contract Funds for Program will be evaluated during each Fiscal Year. Contract Funds may be reduced if Contractor fails to provide at least 90% of Services and expend at least 90% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Exhibit 1 (Budget) and/or Exhibit 2 (Proposed Program Services) of Appendix C, Exhibits to Statement of Work. Additionally, Contractor acknowledges County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.

8.3 Contractor acknowledges that this Contract includes Performance Requirements Standards that will measure Contractor's performance related to the Program. Exhibit 6 (Performance Requirements Summary Chart) identifies the standards required and the corresponding Acceptable Quality Level that Contractor is responsible for meeting.

## 9.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

### 9.1 GENERAL REPORTS

9.1.1 Contractor shall be required to establish record procedures that ensure the accuracy and authenticity of the number of eligible Service(s) provided each day. Contractors shall ensure the actual date Service(s) is/are rendered are tracked, documented, and reported. Contractor

shall submit to County, on a monthly basis and no later than the tenth (10<sup>th</sup>) day of the month following the month of service, a report which includes:

- 9.1.1.1 Total number of Disputants served;
- 9.1.1.2 Type(s) of Services provided, including the date(s) of Service;
- 9.1.1.3 Total number of dispute resolutions initiated;
- 9.1.1.4 Total number of disputes for which at least one of the contested issues was resolved to the mutual satisfaction of the Disputants;
- 9.1.1.5 Total number of persons trained as detailed in Section 16.0, Trainings; and
- 9.1.1.6 Outreach activity.

See also reporting of Complex Disputes in Sections 3.2.2.1, 3.2.3.1, and 3.2.4.1.

- 9.1.1.7 Reports on Outreach activities shall include descriptions of Outreach activities performed, the number of people reached, and examples of handouts distributed, using Exhibit 6, Outreach Activity Form, of Appendix C, Exhibits to Statement of Work. If the tenth (10<sup>th</sup>) day of the month falls on a weekend or holiday, the due date shall be the next business day.

9.1.2 Contractor shall submit to County annual Population Reports as follows:

- 9.1.2.1 For Community Dispute Resolution Services, Contractor shall provide annually updated descriptions of the resident and employment populations of each SPA for which Contractor has been approved, including estimated numbers, as well as cultural, economic, and other key social demographics.
- 9.1.2.2 For Day of Hearing Civil Court Dispute Resolution Services, Contractor shall provide annually updated descriptions of the resident and employment populations of potential users of their dispute resolution services, including estimated numbers, as well as cultural, economic, and other key social demographics.
- 9.1.2.3 For Victim-Offender Dispute Resolution Services, Contractor shall provide annually updated descriptions of the resident and employment populations of the areas served by each

law enforcement jurisdiction for which Contractor has been approved, including estimated numbers, as well as cultural, economic, and other key social demographics.

## 9.2 STATISTICAL REPORTS

9.2.1 Contractor shall provide, on a monthly basis, statistical data regarding its operating budget and shall include the following:

9.2.1.1 The number of inquiries about dispute resolution services received;

9.2.1.2 The sources from which inquirers learned of dispute resolution services;

9.2.1.3 The number of disputes for which resolution services were initiated (i.e., cases opened);

9.2.1.4 The nature of the disputes for which resolution services were initiated;

9.2.1.5 The number of disputes in which at least one (1) of the contested issues was resolved to the mutual satisfaction of the Disputants (a resolved dispute shall be counted as an additional resolved dispute for each multiple of four (4) in-session hours required beyond the eight (8)-hour threshold; for example, a resolved dispute requiring 16 in-session hours would be counted as three (3) resolved disputes);

9.2.1.6 The nature of the disputes resolved, including the particular types of community, civil court, or victim-offender disputes resolved;

9.2.1.7 The number of persons served with dispute resolution services;

9.2.1.8 The number of persons utilizing the process more than once;

9.2.1.9 The zip code(s) of each Disputant, including the location where the dispute took place (zip code information is needed only for parties and locations in Los Angeles County);

9.2.1.10 The number of Disputants served by age or age range, race/ethnicity, gender (as identified by Disputant), and income range;

- 9.2.1.11 The percentage of dispute resolution services provided by volunteers;
  - 9.2.1.12 The number of persons trained with initial DRPA training and the number of persons trained with continuing education as detailed in Section 16.0, Trainings.
  - 9.2.1.13 The names and contract information for each person trained with initial DRPA training who are willing to be included in County's DRP Pool of trained neutrals; and
  - 9.2.1.14 Any other information County may require.
- 9.2.2 Contractor shall submit statistical data on a monthly basis and no later than the tenth (10th) day of the month following the month of Service. If the tenth (10th) day of the month falls on a weekend or holiday, the due date shall be the next business day. Contractor must use Exhibit 8, Monthly Activity Report, of Appendix C, Exhibits to Statement of Work, to report monthly statistical data.
- 9.2.3 Contractor shall maintain all records and reports, consistent with the Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- 9.3 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- 9.4 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to Disputants (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A, Sample Contract Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

## **10.0 DISPUTANT FOLLOW-UP SURVEYS**

- 10.1 Contractor shall be required to conduct follow-up surveys with Disputants, keep copies of the completed surveys on file, and be accessible to County for review. Surveys must be conducted or sent to Disputants within one (1) month of the completion of the dispute resolution process. The results of the surveys shall be used by Contractor to make quality improvements in

providing Services. Contractor may be asked by County to comply with and develop other outcome measures.

10.1.1 The surveys shall include requests for Disputants' evaluation of:

10.1.1.1 The dispute resolution services provided by Contractor;

10.1.1.2 The fairness or adequacy of the settlement agreement or award;

10.1.1.3 Any particular difficulties experienced by the Disputants in carrying out and obtaining compliance with the settlement agreement or award;

10.1.1.4 The Disputant's willingness to use dispute resolution services in the future;

10.1.1.5 The Disputant's willingness to recommend dispute resolution services to others who are involved in disputes; and

10.1.1.6 The Disputant's willingness to allow use of case details without any personal identifying information for the purposes of Outreach to promote the availability and nature of dispute resolution services.

10.2 Contractor shall use the exact wording and answer options for its Follow-Up Survey as they appear on Exhibit 9, Participant Follow-up Survey, of Appendix C, Exhibits to Statement of Work. Contractor may add additional questions, but shall not change the wording and answer options of the questions in the Attachment. Contractor shall make good faith effort to conduct a survey of every Disputant who takes part in a dispute resolution process initiated under this Contract. Surveys may be conducted over the phone or electronically, such as e-mail.

10.3 Within three (3) months from the end of each fiscal year, Contractor shall compile the results of all follow-up surveys completed by Disputants for the Program year, and complete and submit Exhibit 10, Participant Follow-up Survey Annual Results Form and Instructions, of Appendix C, Exhibits to Statement of Work, to the County.

10.4 County reserves the right to require a Corrective Action Plan if the return rate of the surveys for a Contractor is below the average for all the Contractors As determined by the County.

## **11.0 QUALITY CONTROL PLAN**

11.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The QCP shall be retained on file at Contractor's main administrative office. The QCP shall include, but not be limited to, the following:

11.1.1 A method of monitoring to ensure that Contract requirements are being met;

11.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **12.0 INFORMATION TECHNOLOGY SYSTEMS**

12.1 Contract Management System (CMS): County has developed the Contract Management System Gateway ("System"), an automated system designed to electronically manage the Contract. County has implemented the System and Contractors shall use the System to perform its administrative contracting functions as directed by the County.

12.1.1 County has established policies concerning the access, use, and maintenance of the System. Contractors shall adhere to these policies, which include Exhibit R, Contract Management System - Contractors Gateway Terms and Conditions of Use, of Appendix A, Sample Contract, instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject that Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion.

## **13.0 UNUSUAL OCCURRENCES OR CRIME**

13.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Disputants, personnel, or visitors shall be reported by Contractor within twenty-four (24) hours to the local health officer by telephone and also in writing, and to County by telephone and also in writing or email.

13.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractors within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or email. The

Contractor shall prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractors shall maintain all incident reports in a manner consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement). Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

#### **14.0 EMERGENCY AND DISASTER PREPAREDNESS**

14.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractors shall make Services available to any person impacted during the event of a nationally- or state- declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

14.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

14.1.2 Contractor must maintain a registry of Disputants for emergency purposes.

14.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impacts to Disputants as determined by both the scope of the event (who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractors shall make the BCP available to its employees, volunteers, and Subcontractors for reference before, during, and after such disruptions.

#### **15.0 LICENSES AND CERTIFICATIONS**

15.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable Los Angeles County and State of California laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of the Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide County with copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to the County's Contract Manager listed in Exhibit E, of Appendix A, Sample Contract.

15.1.1 All Contractor's employees and volunteers must possess, at a minimum, a 25-hour DRPA Training Certificate of Completion.

## 16.0 TRAININGS

- 16.1 Contractor shall require that all persons who provide DRPA-funded dispute resolution services under their auspices complete the required 25-hour training program. The training must be completed prior to the provision of DRPA-funded services by that person.
- 16.2 The DRPA basic 25-hour training shall consist of the following:
  - 16.2.1 A classroom portion training that is a minimum of ten hours that includes lecture and discussion. This portion of the training must address the following topics:
    - 16.2.1.1 History of the dispute resolution process and its relationship to the traditional justice system;
    - 16.2.1.2 The DRPA Act and Regulations and the County DRP Contractors and County oversight responsibilities for funds;
    - 16.2.1.3 An overview of the structure of the California justice system and the traditional methods of processing civil and criminal cases;
    - 16.2.1.4 The structure, design, practice, and theory of dispute resolution proceedings and services;
    - 16.2.1.5 Functions and responsibilities of neutral persons, and the need for would-be neutrals to certify they have no conflicts of interest;
    - 16.2.1.6 The distinction between binding and non-binding processes;
    - 16.2.1.7 Communication Skills: including, but not limited to, developing opening statements, building trust, gathering facts, framing issues, taking notes, empowerment tactics, effective listening and clarification skills, and face-to-face versus telephone communication skills;
    - 16.2.1.8 Problem Identification and Disagreement Management Skills: including, but not limited to, establishing priorities and areas of agreement and disagreement and management of special problems that threaten the process;
    - 16.2.1.9 Techniques for Achieving Agreement or Settlement: including, but not limited to, creating climate conducive to resolution,



identifying options, reaching consensus, and working towards agreement;

16.2.1.10 General Review of Typical Fact Patterns: including, but not limited to, landlord-tenant, neighbor-neighbor, and consumer-merchant disputes;

16.2.1.11 The role and participation of attorneys and witnesses;

16.2.1.12 Intake skills and related documentation requirements; and

16.2.1.13 The necessity of voluntary and consensual participation by Disputants without being coerced to enter the process.

16.2.2 A practical portion of the training that is a minimum of ten hours that includes the following:

16.2.2.1 Role plays of simulated disputes;

16.2.2.2 Observation of actual dispute resolution services; and

16.2.2.3 The training shall provide for personal assessment and evaluation of the trainee.

16.3 In addition to the DRPA basic 25-hour training described above, training for persons who will serve as neutrals for Victim-Offender disputes shall also be trained in Restorative Justice topics prior to providing Program Services for Restorative Justice disputes:

16.3.1 Balance of power between Victims and Offenders;

16.3.2 Emotional impact of being a Victim;

16.3.3 Emotional impact of being an identified Offender;

16.3.4 Distinction between traditional criminal justice system emphasis on punishing perpetrators of crime against “the people” and the Restorative Justice emphasis on restoring relationships between Offenders and specifically identified Victims;

16.3.5 Intentions of Restorative Justice to repair harm caused to people and property, reconcile Victims and Offenders, and renew community among those affected; and

16.3.6 Effective ways of procuring and sustaining engagement of all participants in Restorative Justice dispute resolution sessions.

- 16.4 Contractor shall conduct at least one Basic DRPA 25-Hour Training each year that includes both the classroom and practical portions of the training. Contractors shall attempt to enlist participants for their trainings that represent populations and/or communities in which there are few or no trained neutrals .
- 16.5 Contractor shall provide each trainee, as part of the Basic DRPA 25-Hour Training, written materials that describes specific ways to prevent or de-escalate tense interpersonal situations.
- 16.6 Contractor shall ensure that each trained neutral projected to provide dispute resolution services under its auspices in the coming fiscal year completes at least four (4) hours of continuing education training during the last quarter of the previous fiscal year. This annual requirement begins the year after a volunteer completes the Basic DRPA 25-Hour Training. This training shall include preparation for serving more complex disputes, such as those involving more than two (2) Disputants.
- 16.7 Contractor shall maintain the following documentation to demonstrate compliance with the training requirements:
- 16.7.1 Sign-in sheets signed by the trainees that include the dates and hours the trainings were conducted and signed by the trainer.
- 16.7.2 Dated agendas, a training outline, and sample handouts that clearly indicate that all the required issues and components as detailed in Section 3622 of the DRPA Regulations were part of the training.
- 16.7.3 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.
- 16.8 All communications regarding the Basic DRPA 25-Hour Training must have one (1) of the following statements:
- 16.8.1 “This training meets the classroom portion of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program. There is also a 10 hour required practical component. A list of DRPA funded programs where the practical component can be completed will be provided at the training”; or
- 16.8.2 “This training meets the classroom portion and the practical portion of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program”.

16.9 Contractor shall maintain the following documentation for any individual neutral who provides services under this Contract:

16.9.1 A copy of a statement on the letterhead of a Los Angeles County DRP Contractor or a certificate issued by a County of Los Angeles DRP Contractor that is signed and dated by the Program Administrator of the Program that conducted the training and states the following:

16.9.1.1 “(Name of Individual) has completed the classroom and practical portions of the minimum training required to provide services at a California Dispute Resolution Programs Act (DRPA) funded program”; or

16.9.1.2 A copy of a time sheet for the trained individual signed by the Program Administrator or other authorized staff person that states the dates and times the classroom portion was completed and the dates and times the practical portion was completed; or

16.9.1.3 For the Prior Training/Experience Exception, the documentation detailed under Section 16.10 below.

16.9.1.4 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

16.10 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 to his or her provision of dispute resolution services shall be deemed to have met the orientation and training requirements mandated by these Regulations.

16.10.1 Contractor shall maintain the following documentation for any individual neutral who provides services under the Contract and is meeting the minimum training requirements through the prior training/experience exception.

16.10.1.1 A copy of a statement on the letterhead of a Los Angeles County DRP Contractor or a certificate issued by a Los Angeles County DRP Contractor that is signed and dated by the Program Administrator and states the following:

16.10.1.1.1“(Name of Individual) has received training which complies substantially with the California

Dispute Resolution Programs Act Regulations, or has had at least 25 hours of dispute resolution experience prior to their providing services at this program and such prior training/experience has been verified.”

16.10.1.1.2 Contractor shall maintain all records and reports, consistent with Appendix A, Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County.

- 16.11 Contractor is strongly encouraged not to charge fees for its training in order to encourage a greater diversity of individuals to complete the training and volunteer. This is based on the belief that many low and middle income individuals can bring unique and valuable perspectives as neutrals and would be discouraged from becoming neutrals by the mention of any type of fee and/or having to ask for some type of fee waiver.
- 16.12 Should fees be charged for a Basic DRPA 25-Hour Training, Contractor shall take verifiable steps to assure that a broad diversity of volunteers are being trained. If this is not being accomplished, County reserves the right to issue a Corrective Action Plan and/or other actions to assure that training fees are not an obstacle to accomplishing the goals herein.
- 16.13 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (to include employees and volunteers). Contractor is responsible for ensuring staff, both existing and new, is properly trained in all areas related to providing Services, and receives training on employment safety.
- 16.14 The Contractor’s Program Administrator shall ensure that all appropriate Contractor employees and volunteers attend all training sessions required by County and held at a County facility or another site, as determined by County, for Contractor’s benefit. Further, Contractor shall ensure that, at a minimum, a Contractor employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County that Contractor reasonably deems to be beneficial for the delivery of dispute resolution services.
- 16.15 Contractor shall provide to County at least thirty (30) days advance notice of the schedule and location of each training. County may make unannounced visits to training for purpose of evaluation.

## **17.0 MEETINGS**

- 17.1 Contractor must attend all mandated meetings called by County, or authorized designee. Contractor shall be given at least seven (7) days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered non-compliant to this Contract, and may result in further action pursuant to Appendix A, Sample Contract Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 17.2 Contractor staff shall be required to attend meetings whose objectives are to promote program enhancements, increase Contractor knowledge of and efficiency in the Services provided. These meetings may be called by County and be held at a County facility or another site, as determined by County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County that Contractor reasonably deems to be beneficial for the delivery of dispute resolution services or other meetings designated by County.

## **18.0 COLLABORATIONS**

- 18.1 Contractor must form collaborations with other contractors providing Services funded through DRP, as well as other community organizations, in order to ensure comprehensive and coordinated Service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing dispute resolution services. However, in sharing information with other agencies, Contractor must respect Disputants' confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 18.2 Contractor shall establish procedures to protect all Disputants' information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Disputant information outside of County without prior written consent from County and the Disputant.
- 18.3 Contractor is prohibited from engaging in any action intended to inhibit the provision of DRPA-funded services by another Contractor.

## **19.0 LOCATION OF SERVICE AND HOURS OF OPERATION**

- 19.1 Contractor is encouraged to seek office space for the operation of its Program Services at public facilities and/or partner with non-profit organizations or community groups in an effort to minimize office space expenditures and to increase fiscal capacity elsewhere to improve the quality of the Program.

19.1.1 In the event that a Disputant expresses a desire to participate in a face-to-face mediation or other face-to-face dispute resolution process, and Contractor's main Program site poses an inconvenience, then Contractor shall make good faith efforts to find a public facilities location to conduct the service that is more convenient and mutually agreeable with the Disputants

19.1.2 Public facilities include, but are not limited to, libraries, community centers, police stations, and city halls

19.2 Contractor shall maintain an office in Los Angeles County.

19.3 Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 am and 5:00 pm, Monday through Friday, not including County holidays. Contractor shall ensure that telephone contact with Contractor's staff is available to Disputants and potential Disputants, as well as County, during Contractor's hours of operation. Contractor shall ensure that each Contractor office location has a telephone answering machine or voice mail in place during off-business hours. Contractor staff shall check and respond to all messages in a timely manner.

19.4 Contractor shall publicly display the days and hours of operation for the provision of contracted Services at all Contractor office locations/sites.

19.5 Contractor shall inform County in writing and receive written County approval at least sixty (60) days prior to the relocation of Contractor's office or site location(s).

19.6 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990.

19.7 Prior to modifying or terminating Services, or revising hours of service delivery (at a previously designated location(s) and before commencing such Services at any other location), Contractor shall obtain advance written consent of County, or authorized designee, and shall comply with Appendix A, Sample Contract Paragraph 9.8 (Modifications), as applicable.

19.10 Safety and Working Conditions

19.10.1 Contractor shall observe all applicable local, State and Federal health and safety standards. Contractor shall ensure that all Program Participants and Contractor employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under working conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

## **20.0 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF**

20.1 Contractor must ensure that dispute resolution services are provided to all Disputants including individuals with limited, to no, English speaking proficiency, and in the primary language of the Disputant. This shall be achieved using bilingual staff or a translator. Contractor shall make efforts to employ employees or a translator and recruit volunteers who are bilingual in the needed languages. Contractor shall not require any Disputant to provide his/her own translator.

20.2 Contractor shall ensure that the delivery of Services are culturally and linguistically appropriate to the Disputants. Contractor shall endeavor to hire qualified staff that is multilingual and/or possess the relevant skills to serve a multicultural clientele reflective of the communities served. In addition, Contractor and its employees including volunteers shall be expected to develop cultural competence and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Disputants.

## **21.0 GREEN INITIATIVES**

21.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

21.2 Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to Contract commencement.

## **22.0 CONTRACT DOCUMENT DELIVERABLES**

22.1 Contractor shall also complete and submit to County certain other deliverable documents as specified herein. Prior to the commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee(s):

- 22.1.1 Contract Compliance Documents (as described in Sub-paragraph 22.3)
  - 22.1.2 Business Forms (as described in Sub-paragraph 22.4)
  - 22.1.3 Reporting Documents (as described in Sub-paragraph 22.5)
  - 22.1.4 Other Documents: During the term of this Contract, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.
- 22.2 A Contractor's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 22.3 Contract Compliance Documents: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Contract, and thereafter when requested by County:
- 22.3.1 Certificate of Insurance: Each Contractor shall provide such Certificate pursuant to the requirements outlined in Appendix A, Sample Contract Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).
  - 22.3.2 Business License: Each Contractor shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
  - 22.3.3 Fire Department Inspection Report: For each Service site that Participants (as defined in Exhibit J (Definitions) of Appendix A, Sample Contract) will visit, Contractor shall obtain an annual fire inspection of its facility (ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department and Contractor shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.



22.4 Business Forms: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Contract, and thereafter when requested by County:

22.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative (as defined in Exhibit J (Definitions) of the Contract), who will act on behalf of Contractor pursuant to Appendix A, Sample Contract Paragraph 8.3 (Authorization Warranty) of this Contract. Such written evidence shall adhere to the following requirements:

22.4.1.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

22.4.1.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Exhibit J (Definitions) of Appendix A, Sample Contract). In the event that there is a change in Contractor's Authorized Representative, Contractor shall notify County within five (5) days of the change pursuant to Appendix A, Sample Contract Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.

22.4.2 Articles of Incorporation: These documents shall reflect Contractor's legal name; and, County shall use these as verification of Contractor's name. In the event there are any amendments, Contractor shall so notify County within five (5) days of said amendment being enacted.

22.4.3 By-Laws: The internal rules which govern Contractor's organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the

organization should operate. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.

- 22.4.4 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Contractor's tax exempt status. Contractor shall notify County in writing within five (5) days of any change in its tax exempt status.
  - 22.4.5 Organization Chart: Diagram of Contractor's structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Contractor shall notify County in writing within five (5) days of any change in its organization chart.
  - 22.4.6 Subcontract(s): Third-party agreement as defined in Appendix A, Sample Contract Paragraph 8.40 (Subcontracting) and Sample Contract Exhibit J (Definitions). Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
  - 22.4.7 Complaints: Contractor shall provide its policy and procedures for receiving investigating and responding to Participant complaints pursuant to the requirements outlined in Appendix A, Sample Contract Paragraph 8.5 (Complaints).
- 22.5 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of the Contract, and thereafter when requested by County:
- 22.5.1 Closeout Report: This Report shall adhere to the requirements outlined in Sub-paragraph 7.3 (Close-Out Reports) above.
  - 22.5.2 Other Reporting Documents which County may request from time to time relating to Contractor's performance, Work, Services. County shall not be unreasonable in its request.