

REQUEST FOR PROPOSALS
FOR

**DISPUTE RESOLUTION
PROGRAM SERVICES**

JULY 1, 2009 - JUNE 30, 2010



Bidder's Conference: February 5, 2009, 9:00 A.M.

**Application Deadline: February 23, 2009, 3:00 P.M.
No Exceptions**

DISPUTE RESOLUTION PROGRAM

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Addendum:

Dispute Resolution Program Agreement

Dispute Resolution Program Request for Proposal

I. INTRODUCTION

The County of Orange (hereinafter referred to as the County) is soliciting proposals for qualified public and private non-profit organizations and/or governmental entities to implement and administer Dispute Resolution services as defined in the Dispute Resolution Program Act (DRPA) of 1986 (hereinafter referred to as the Act). The purpose of this Request for Proposal (RFP) is to identify and select one or more entities to be recommended to the County Board of Supervisors for funding.

As part of OC Community Resources and OC Community Services, the Community Investment Division (CID) administers the Dispute Resolution Program for the County of Orange. CID is encouraging the participation of eligible organizations that can provide dispute resolution services to County residents, businesses and communities.

It is proposed that there shall be a one (1) year contract to cover the time period from July 1, 2009 to June 30, 2010. The County may, at its discretion, and contingent upon performance and/or funding availability, elect to renew contracts for up to two (2) additional one (1) year periods. **It is anticipated that a total of \$900,000 will be made available under the first year's allocation.**

The County's appropriations and funds to be disbursed for Dispute Resolution Programs are based upon projections. The availability of funds is dependent upon the amounts generated by court filing fees. There is no assurance that the total amount projected will be available in FY 2009-2010, FY 2010-2011 or FY 2011-2012. Funding for any contract resulting from this RFP is subject to actual receipt of filing fees by the County of the projected amount for each fiscal year covered by such contract.

In the event that the County does not receive the projected amount in any fiscal year covered by a contract resulting from this RFP, or in the event that the projections of the amounts which will be generated by court filing fees are erroneous, Respondent shall be required, at the option of the County, to renegotiate funding and service levels. If the County and Respondent are unable to agree on funding and service levels, the County may, at its sole discretion, terminate the contract unilaterally.

In no event shall any of the County's obligations under a contract from this RFP be funded with County General Fund monies. Said obligations shall be funded from, and the County may only resort to, Dispute Resolution Trust funds. Other funds from any public or private source may be accepted and disbursed by the County for the Dispute Resolution Program.

II. BACKGROUND AND AUTHORITY

The Act's statutory provisions (codified at California Business and Professions Code Sections 465 – 471.5) (http://www.dca.ca.gov/publications/drpa_statutes.shtml) and its Regulations (contained at California Code of Regulations, Title 16, Chapter 36) (http://www.dca.ca.gov/publications/dpra_regs.shtml) operate in tandem to govern the implementation of activities and the services provided by local Dispute Resolution Programs. All respondents are encouraged to read both of these documents prior to submitting a proposal.

Dispute Resolution referrals are received through a variety of agencies including, but not limited to, the Orange County Justice Centers. The Justice Centers are located in five (5) jurisdictional regions:

1. Central Justice Center – Santa Ana
2. North Justice Center – Fullerton
3. Harbor Justice Center – Laguna Hills
4. Harbor Justice Center – Newport Beach
5. West Justice Center – Westminster

A Committee comprised of Judges from each of the Justice Centers meets regularly with the County's Dispute Resolution Contract Administrator and representatives of the Program Operators to review the flow of court referrals, address concerns, develop procedures and note successful proceedings. Over the years, the Justice Centers have been very supportive of the program and have expanded the types of cases referred for mediation. The County has been at the forefront of funding court-connected Dispute Resolution programs. On May 25, 1993, the Board of Supervisors approved a resolution for the DRPA share of civil filing fees of eight (\$8) dollars. These fees provide the funding to operate and administer the Dispute Resolution programs throughout the County.

III. PROGRAM OVERVIEW, GOALS, AND PRIORITIES

A. Program Overview

The purpose, intent, and expected outcomes of the Dispute Resolution Program are clearly stated in the Act. In summary:

1. 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;
2. 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.

In addition, the Dispute Resolution Program supports the following:

1. Encouragement and support of the development and use of alternative dispute resolution techniques;
2. 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;
3. Development of structures for dispute resolution that may serve as models for resolution programs in other communities;

4. Education of communities with regard to the availability and benefits of alternative dispute resolution techniques;
5. 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.

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

1. Compliance with the Act as well as all applicable rules and regulations as referenced above;
2. Provision of neutral persons adequately trained in conflict resolution techniques as required by the regulations;
3. Provision of dispute resolution, on a sliding scale basis, and without cost to indigent;
4. 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;
5. Provision of neutral procedures applicable equally to all participants without any special benefit or consideration given to persons or entities;
6. Provision that participation in the program is voluntary and that the parties are not coerced to enter dispute resolution;
7. Provision of alternative dispute resolution is the primary purpose of the program.

B. Program Goals

The overall goals and objectives of the Dispute Resolution Program are as follows:

1. Develop dispute resolution services as an integral part of each participating court's case flow plan;
2. Increase public awareness in, access to, and usage of dispute resolution services through development and use of brochures, presentations, public speaking, and educational presentations;
3. Meet the needs of the parties by providing opportunities for collaborative problem-solving;
4. Provide the benefit of dispute resolution services to County residents who have disputes with individuals, businesses or organizations that are most likely to use the courts and justice system to settle disputes. Program participants may be in pre-law-suit stage, those who have disputes that have escalated and are contemplating filing a lawsuit, or they may be litigants with a case currently pending in the courts;
5. Reduce the cost of settling disputes;
6. Produce early, effective resolution of pending cases through voluntary settlements;
7. Strengthen and solidify collaborative partnerships to promote judicial focus and to raise public confidence in regard to the mediation process.

C. Program Priorities

Given the purpose and goals stated above, the following priorities for the Dispute Resolution Program have been established:

1. Publicize and encourage the use of dispute resolution services (including the use of cable television and local news programs and other communications media);

2. Offer effective, efficient alternatives to formal court proceedings for the settlement of disputes (which include conciliation, mediation, and arbitration);
3. Utilize fully qualified personnel through training and experience to mediate a wide variety of disputes arising within the County;
4. Maximize the use of local resources including volunteers that are reflective of the diversity of the community. Whenever possible, public facilities should be utilized to achieve more accessible, cost-effective resolutions of disputes;
5. Provide in-kind support and additional financial resources to expand, stabilize, and improve existing programs and services;
6. Establish formal working relationships between the Dispute Resolution Program services and the courts, justice, and other agencies and organizations in the community served;
7. Increase the capacity within communities, schools, neighborhoods, businesses, and community-based organizations to resolve conflicts and solve problems cooperatively;
8. Provide 'intervention' services which a) minimize the likelihood of a problem escalating to the point where it is necessary to resolve it in court; and/or b) provide services which teach at-risk citizens how to resolve common problems;
9. Provide services that are outcome based and acknowledge a commitment to participate in data collection and analysis in conjunction with an evaluation method for determining effectiveness of services;
10. Conduct monthly follow-up surveys (disputants' evaluation of the services provided, fairness, difficulties experienced, and willingness to refer or use the services provided again).

IV. RFP ESSENTIALS

A. How to Obtain the RFP

The RFP is available through two different methods:

1. The RFP can be downloaded from URL: <http://bos.ocgov.com/cid/drpa.asp> in Adobe Acrobat PDF file or Word/Excel format. Please call (714) 567-7528 if you have any difficulty downloading the file.
2. A hard copy can be picked up at the County office located at:

County Operations Center
Community Investment Division
1300 South Grand, Building B, 3rd Floor
Santa Ana, CA 92705

Note: Interested parties are expected to have access to email, internet, and computer capabilities, since the County intends to use these technologies to facilitate communication regarding this RFP process and the operation of any programs funded as a result of this RFP.

B. Estimated RFP Timeline

The following dates are tentative dates only and are subject to revision without further notice by the County:

DATE	ACTIVITY	LOCATION
1/22/09	Release of RFP	County Operations Center Community Investment Division 1300 S. Grand Ave., Bldg B, 3 rd Floor Santa Ana, CA 92705
2/2/09	Due date for submission of written questions for Bidder's Conference	Via e-mail DRPARFP@hcs.ocgov.com
2/5/09 9:00 A.M.	Bidder's Conference	County Operations Center Community Investment Division 1300 S. Grand Ave., Bldg B, 3 rd Floor Conference Room D Santa Ana, CA 92705
2/23/09 3:00 P.M.	Application Deadline	County Operations Center Community Investment Division 1300 S. Grand Ave., Bldg. B, 3 rd Floor Santa Ana, CA 92705
3/10/09 8:30AM- 12:00 P.M.	Evaluation Committee Meeting	Note: Respondent must be available by phone to answer questions from Evaluation Committee Members.
05/19/09	Board of Supervisors Approval of Funding Allocations & Service Contracts	Hall of Administration 10 Civic Center Plaza Santa Ana, CA 92701
07/1/09	Contract and Program Start Date	

C. Business Hours

Community Investment Division's regular business hours are: Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time.

County offices will be closed for the following holidays in 2009:

- | | |
|------------------------|-----------------------------|
| ▪ January 1, 2009 | New Years Day |
| ▪ January 19, 2009 | Martin Luther King, Jr. Day |
| ▪ February 12, 2009 | Abraham Lincoln's Day |
| ▪ February 16, 2009 | President's Day |
| ▪ May 25, 2009 | Memorial Day |
| ▪ July 4, 2009 | Independence Day |
| ▪ September 7, 2009 | Labor Day |
| ▪ October 12, 2009 | Columbus Day |
| ▪ November 11, 2009 | Veteran's Day |
| ▪ November 26-27, 2009 | Thanksgiving |
| ▪ December 25, 2009 | Christmas Day |

D. Who Can Apply

Every applicant for funding shall comply with all relevant provisions of the Act and shall also meet the eligibility requirements described herein. Evidence of compliance shall be submitted at the time of application.

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

- A distinct, definitive unit of a governmental entity with a separate and identifiable annual budget;
- A nonpartisan, nonprofit corporation; or
- A distinct, definitive component or project of a nonpartisan, nonprofit corporation with a separate and identifiable annual budget.

A nonpartisan, nonprofit corporation or component thereof must also provide evidence that it is exempt from federal taxation under Internal Revenue Code Section 501(c)(3), or has an application for section 501(c)(3) status currently pending before the Internal Revenue Service.

E. Bidder's Conference

The County will hold the Bidder's Conference on **Thursday, February 5, 2009, 9:00 A.M.** at:

County Operations Center
Community Investment Division
1300 South Grand, Building B, 3rd Floor Conference Room D
Santa Ana, CA 92705

Potential applicants are encouraged to attend; however, attendance is not mandatory. This briefing will provide information on the RFP process. Respondents are encouraged to submit written questions in advance.

Questions may be submitted via e-mail at DRPARFP@hcs.ocgov.com. In order to be eligible for consideration under this RFP, proposals must be complete, correctly ordered, labeled, submitted with the proper number of copies, and otherwise comply with the process and content requirements specified herein.

V. PROPOSAL SUBMISSION

A. Proposal Due Date and Time

All proposals must be physically received before 3:00PM, on Thursday, February 23, 2009. No late applications, no exceptions. Fax submissions will not be accepted. Respondents must submit two (2) original sets and five (5) complete copies. In addition, an electronic version on CD or Flash Drive (in both Word/Excel and PDF format) shall be delivered to:

County Operations Center
Community Investment Division
1300 S. Grand Ave., Bldg B, 3rd Floor
Santa Ana, CA 92705
Attention: DRPA RFP Evaluation Committee

It is the sole responsibility of the respondent to insure that their proposal is received by the submission deadline. Respondents shall bear all risks associated with delays in the U.S. Postal Service or other delivery service.

B. Proposal Evaluation Process

To avoid conflicts of interest or the appearance of conflicts or undue influence over the process, Respondents should not contact County staff or elected officials charged with oversight of these programs during the review process. County staff retains the right to accept, reject, or negotiate proposals received as well as to vary or waive any provisions set forth in this RFP when it is in the best interest of the Dispute Resolution Program and/or the County.

Proposals will be initially screened for compliance with the eligibility requirements of this RFP. Proposals not meeting these requirements will be eliminated from further consideration.

Proposals under consideration, after the initial screening, shall be reviewed and rated by the Dispute Resolution Evaluation Panel. Each proposal shall be considered on its own merits. A minimum score of 70 out of 100 points must be attained for funding consideration. The Evaluation Panel will make funding recommendations to the County Board of Supervisors who will have final authority in the selection of programs and allocation of funds to be awarded through this RFP. The County will notify all Respondents of the results and recommendations of the Evaluation Committee.

C. Proposal Evaluation Criteria

It will be understood and accepted by the proponent that all decisions and the degree to which a proposal meets the evaluation criteria and the overall needs of the County are within the purview and judgment of the Orange County Board of Supervisors.

The Evaluation Panel shall rate the submitted proposals in each of the three (3) areas listed below. The value of each element is listed next to the criteria. The maximum total score will equal 100 points.

The Evaluation Panel reserves the right to interview any or all entities that have submitted proposals to assist the County in the evaluation process.

1. Organizational Qualifications (25 points):

- a. The organization's experience in conducting and administering dispute resolution services to the community.
- b. A staffing plan for conducting the project with a description of the organization's infrastructure. This should include the number of full time employees (FTEs) dedicated to the program, including job descriptions and resumes.
- c. The experience of the organization in establishing linkages with the Courts and the Justice System and other community and/or faith based organizations in the development of professional partnerships for the purpose of providing dispute resolution services to the community.

2. Program Design and Service Delivery (50 points):

- a. The clarity and specificity of the proposal that allows the evaluator to clearly understand what is proposed.
- b. The effectiveness of the services in assisting the participants to attain positive outcomes in objective, measurable terms.
- c. The design and implementation of creative/innovative services that either expand outreach and information to the community and/or extend services to under-served and unique populations.

3. Resource Utilization and Budget (25 points):

- a. The overall fiscal capability of the organization.
- b. Development of a budget that demonstrates that the proposed costs are reasonable and necessary. Expenses must also be broken down on a quarterly basis. Personnel assigned to the program must be delineated by full time equivalents with respective costs.
- c. Cash and in-kind resources that will be used as match to support activities or expand and sustain the project. Quality and substantive letters of support must be included and will also lend credence to this category.

VI. PROTESTS

- 1) In the event a Respondent believes that the County's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions, or the Respondent believes that any resulting Contract would be commercially impractical to perform, the Respondent must file a written protest with the Deputy Purchasing Agent (DPA) prior to 3:00 P.M. on February 23, 2009. Protests should be addressed to:

**Julie Elizondo
Deputy Purchasing Agent
1300 S. Grand Blvd., Bldg. B 3rd Floor
Santa Ana, CA 92705**

- 2) All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal (February 23, 2009 by 3:00 P.M.). Protests received after the five (5) business day deadline will not be considered by the County.

- 3) In the event the protest of specifications is denied and the Protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.
- 4) In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.
- 5) All protests shall be typed under the Protester's letterhead and submitted in accordance with the provisions stated herein.
- 6) All protests shall include, at a minimum, the following information:
 - The name, address, and telephone number of the protester;
 - The signature of the protester or the protester's representative;
 - The solicitation or contract number;
 - A detailed statement of the legal and/or factual grounds for the protest;
 - The form of relief requested.
- 7) In the event of a timely protest, the County may not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- 8) Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- 9) The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the Protester's right to the protest procedures outlined herein.
- 10) If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.
- 11) If the Protester wishes to appeal the decision of the Deputy Purchasing Agent, the Protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- 12) Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of the County of Orange Contract Policy Manual.
- 13) The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

VII. ADMINISTRATIVE REQUIREMENTS

- 1) Proposals that are submitted are not to be marked as confidential or proprietary. Proposals submitted in response to this RFP process are subject to public disclosure

as permitted by the California Public Records Act. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted;

- 2) The County does not require and neither discourages or encourages the use of lobbyists or other consultants for the purpose of securing business;
- 3) This announcement and its attachments constitute a RFP and are an invitation for prospective firms to respond. Although this solicitation is in RFP format and the County will adhere to RFP conventions, this procurement is for human services and, as such, the County is not bound solely by the lowest price;
- 4) This RFP does not commit the County of Orange to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services and supplies;
- 5) The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP if it is in the best interest of the County to do so;
- 6) Proposals must comply fully with the requirements detailed in this RFP. Incomplete proposals, improperly ordered proposals, proposals lacking the proper quantity of copies, or other process or content errors or deficiencies, may constitute cause for rejection.

VIII. CONTRACT AWARD, TERMS AND CONDITIONS

- 1) County staff will screen all proposals for completeness and compliance with the terms and conditions of the RFP. In the selection and award of services procured under this RFP, the County shall ensure that any award will be made only to responsible Respondents who have demonstrated ability to perform based upon delivering comparable or related services. Contracts shall be finalized following the selection process conducted by the Evaluation Committee and approved by the Orange County Board of Supervisors;
- 2) All executed Agreements shall be with the County of Orange. Only the Board of Supervisors is authorized to award County contracts. See Addendum to this RFP for model Agreement. Neither the County nor any of its employees or agents has legal authority to authorize a prospective respondent to incur any costs or expenses in anticipation of a contract under this RFP;
- 3) Initial contracts entered into as a result of this RFP will be for a one (1) year period from July 1, 2009 to June 30, 2010. Based upon Contractor performance and funding availability, contracts may be renewed for two additional one (1) year periods through June 30, 2012, at the discretion of the Orange County Board of Supervisors;
- 4) A plan for service delivery based on the Respondent's application and any subsequently negotiated changes shall be incorporated as part of this contract. The scope of services to be provided shall be in accordance with DRPA and its applicable regulations as well as with the specifications of this RFP;
- 5) Contracts resulting from this RFP will be cost reimbursement with monthly invoicing required. Invoices shall be submitted to the Community Investment Division no later than the 20th of each month following the month the costs are incurred. Contractors must be able to support the cost of the program until they are reimbursed, which typically takes three (3) to four (4) weeks after an invoice is approved. The County will not authorize any advances;

- 6) Indirect costs (those not directly able to be charged to the program such as those related to payroll, risk management, processing, information services, accounting, etc.) are limited to 5% of total budget;
- 7) The Respondent agrees to deposit with the County prior to the provision of services under this Agreement, Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that insurance provisions of this Agreement have been complied with, and to keep such insurance in force and the certificates therein on deposit with the County during the entire term of this Agreement. The County's insurance requirements can be found in the sample DRPA Agreement as an addendum to this RFP;
- 8) Respondents are required to provide cash and/or in-kind match of at least 50% of the total project costs proposed under this RFP. Respondents are encouraged to increase their contributions to the greatest extent possible, as this effort will be included as a positive factor in proposal evaluation. Verification of these contributions by source documentation and accounting records shall be strictly enforced;
- 9) Successful Respondents shall be required to adhere to strict fiscal and accounting standards which include:
 - Establishment of minimum accounting records for cash receipts and value of in-kind resources as earned, expenditure checks, unpaid obligations, payroll data and disbursement, and non-expended property;
 - Establishment of a system of internal fiscal control to safeguard assets, check the accuracy and reliability of accounting data and promote operational efficiency;
- 10) Subcontracting - The County retains authority before and during any contract period, to approve proposed subcontracts (including purchase orders and purchase agreements) that amount to \$5,000 or more prior to their execution. A "Subcontractor" is defined as any person undertaking part of the work under the terms of the contract, by virtue of an agreement with the Contractor. The County retains full authority to direct Contractor in all matters pertaining to Subcontractors, including cancellation of Subcontractor's contract. Additionally, the County maintains the right to enter into a contract directly with the Subcontractor, if this is deemed to be in the best interest of the County;
- 11) The initial recommendation for funding does not imply that the Respondent is in compliance with all of the requirements and conditions of the contract. Additionally, a funding recommendation or offer to contract may be withdrawn upon failure to agree after reasonable attempts to negotiate have been made;
- 12) All financial records shall be retained for a minimum of four (4) years after the expiration of the grant period. Signed personnel time sheets for volunteers and employees shall be maintained for a period of two (2) years. All other statistical data shall be maintained for a period of three (3) years.

IX. GRANT PROPOSAL FORMAT

All proposals shall follow these format guidelines. If any guideline is omitted, the proposal may be deemed non-responsive, eliminated from further review, and not considered for funding.

- 12-pitch size, Arial
- Single spacing
- Pages numbered sequentially

- Response section shall be no more than 20 pages in length, not including required forms or attachments, letters of agreement, etc.
- Two (2) original, signed copies
- Five (5) complete hard copies
- Single-sided (all copies and originals)
- Electronic version in Word/Excel format as well as PDF copied onto a CD or flash drive
- Respondents are asked to designate a contact person, direct telephone number, and an e-mail address on their Proposal Cover Sheet.

X. PROPOSAL RESPONSE SECTION

Respondents must address all sections, respond to every question asked, and label each section. Include the question number, re-state the question and follow with a response. All question numbers/responses should follow the order and numbers assigned in this RFP. Do not renumber or reorder the questions. Use the same number that appears in this RFP prior to your answer (A1, B1, C1, etc.) If you change or reorder the numbering system, Evaluators will not be able to find your responses, and the proposal may be deemed non-responsive, may not be read, submitted for review or considered for funding. The response section shall be no more than 20 pages in length, *not* including required forms or attachments, letters of support, etc. Attachments should be included in the specified sequence, following the narrative section.

A. Organizational Qualifications (25 Points):

1. State the purpose, goals, and philosophy of your organization. Provide a description of your organizational structure, including that of any sponsoring or parent organizations.
2. Describe your organization's capacity to conduct and administer a competitively funded project. Describe past and current activities that demonstrate your organization's capacity to administer and operate Dispute Resolution Programs.
3. Explain how your organization's leadership supports the proposed program.
4. Describe your organization's proposed staffing plan for implementing the program, including number of full time employees (FTEs) dedicated to the program as well as a brief description of each position.
5. If applicable, submit a statement regarding your organization's intent to sub-contract services. If sub-contractors will be used, respondent must describe the experience of each sub-contractor in meeting program requirements. If sub-contractor(s) is/are unknown, at the time of proposal submission, explain how sub-contractor(s) will be solicited and selected and include the dollar amount to be sub-contracted. All sub-contracts are subject to final approval by the County of Orange. The County reserves the right to contract directly with proposed sub-contractor if it is deemed to be in the best interest of the County to do so.

B. Program Design and Service Delivery (50 Points):

1. Describe 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.

2. Describe the types of cases to be handled. Cases may include but are not limited to:
 - Small Claims
 - Family/Domestic Household
 - Civil Harassment
 - Business to Business
 - Consumer Merchant
 - Landlord/Tenant
 - Workplace Related
 - Schools
 - Organizational
 - Neighbor to Neighbor
3. List the goals, objectives, and specific activities for your organization's program. Objectives must be quantifiable, and measurable.
4. Explain the methods to be used for selecting and training mediators and other facilitators used in the dispute resolution process. Provide an explanation of how your organization will comply with all related DRPA regulations.
5. Describe the educational and outreach plan based on available resources and needs of the community. Include local employers/businesses.
6. Provide a description of how your organization will publicize and advertise its services to potential referral agencies, courts/justice system agencies, and the public, including the use of any of the communication media that allow broadcast of public service announcements.
7. Describe any innovative programs or projects that shall be developed and implemented that either individually or collectively expand dispute resolution outreach and information to the public, extend services to under-served or unique populations and communities, such as youth and businesses, and/or provide services at non-traditional mediation locations, such as Community Centers, One-Stop Centers, schools or other Orange County locations.

C. Resource Utilization and Budget (25 Points):

1. Describe the overall fiscal capability of your organization. Your organization must be able to support the cost of the program until reimbursement, which typically takes three (3) to four (4) weeks after an invoice is approved for payment. Describe the financial resources your organization will use to sustain the project during start-up and until expenses are reimbursed.
2. Describe how your organization will raise funds, recruit volunteers, and generate community resources to meet the 50% match requirement from revenue to be derived from sources other than the county revenues generated pursuant to this RFP.
3. Explain the cost effectiveness of the proposed project. Indicate the impact of the results proposed on court cases and court costs.
4. If applicable, provide a list of all county, state or other governmental contracts within the last three years summarizing regulatory and program compliance findings and a listing of all corrective action measures taken. Include why the corrective action measures were issued, the required corrective timelines, how they were resolved and if they were resolved within the required timelines.

D. Attachments

1. Organizational Qualifications

- a) Documentation that Respondent is a distinct, identifiable unit if government agency AND has a separate and identifiable operating budget (government proposers only)
- b) Proof of 501 (c)(3) Status (non-profits only)
- c) Articles of Incorporation and By-Laws (non-profits only)
- d) Provide an IRS tax-exempt letter dated no earlier than January 2008, or a Certificate of Status provided by the Secretary of State, Business Programs Division. Online Certificates of Status can be found at http://www.sos.ca.gov/business/pdf/be_ircform.pdf (which may take as long as 24 days). If it is not available at the time of submission, please provide explanation that it is in process, and that it will be submitted once received. (non-profits only).
- e) Provide IRS 990 form "Return of Organization's Exempt From Income Tax." (non-profits only)
- f) Organization Chart (all)
- g) Resumes of all professional staff (all)
- h) Letters of Support. Provide letters of support from community organizations, judicial and legal system representatives, administrative agencies, civic groups, community and social service providers, and faith based agencies and/or other appropriate public service organizations in the proposed area of service. Letters should, if applicable, attest to the organization's willingness to make referrals to your proposed program. (all)
- i) Sign and attach the Assurances (Attachment 2 of this RFP) (all).

2. Program Design and Service Delivery

- a) Complete and attach the Performance Standards Annual Plan (Attachment 3 of this RFP)

3. Resource Utilization and Budget

- a) Complete and attach the Budget Summary (Attachment 4A of this RFP).
- b) Complete and attach the Expenditure Plan (Attachment 4B of this RFP). Provide quarterly and cumulative breakdown of all DRPA expenses.
- c) Complete and attach the Personnel Detail (Attachment 4C of this RFP). Include the Full Time Equivalents (FTEs) and the costs for each staff member that will be assigned to this program.
- d) Complete and attach the Revenue Disclosure (Attachment 4D of this RFP).
- e) Attach a complete audited financial statement for a one-year period prepared by an independent certified public accountant, or another equivalent statement such as an audit conducted by a governmental funding source. The statement shall be no more than 12 months old at the time of submission and prepared in conformity with generally accepted accounting principles.
- f) Provide a copy of your program's Sliding Scale Fee Policy/Structure.

**DISPUTE RESOLUTION
PROGRAM SERVICES**

ATTACHMENTS 1-6

PROPOSAL COVER SHEET

Organization Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Contact Person*: _____

Contact Person Direct Number: _____

*Person must be available 3/10/09 8:30A.M-12:00 P.M. to answer questions from the Evaluation Committee.

**AMOUNT
REQUESTED:\$** _____

Certifying Agency: _____

Federal ID#: _____

By signing this proposal, the Corporate Officer or Public Officer certifies that no representative of the corporation has exerted any undue influence on the procurement process, violated any federal or state procurement, conflict of interests or ethics law in seeking funding for this proposal.

Corporate/Public Officer Signature: _____

Print/Type Name and Title: _____

Date: _____

Check all that are applicable:	
<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/> Community-Based Organization
<input type="checkbox"/> Local Unit of Government	<input type="checkbox"/> Educational Entity
<input type="checkbox"/> State Unit of Government	<input type="checkbox"/> Other – Specify:

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF YOUR PROPOSAL.

ASSURANCES

I recognize that I must give assurance for each item below, as applicable. If I cannot, this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, or other legally qualified officer to submit this proposal on behalf of the "Respondent."
2. The submitted proposal shall remain valid until such time as contracts are awarded and the procurement process is successfully completed.
3. Respondent is not currently on any Federal, State of California or local Debarment List.
4. Respondent will provide records to show fiscal solvency, if required.
5. Respondent has additional funding sources and will not be dependent on DRPA funds alone to carry out the proposed program(s).
6. Respondent has not had its non-profit status revoked or withheld by the IRS, the Secretary of State, The State Attorney General, or the Franchise Tax Board within the last 10 years. If no, please provide explanation.
7. Respondent has not been sued in the last five years.
8. Respondent does not have managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations. If no, please provide explanation.
9. Respondent has not received any unfavorable rulings from any court in the past five years. If no, please provide explanation.
10. Respondent will meet all applicable Federal, State, and local compliance and regulatory requirements. These include, but are not limited to:
 - a. Meeting County of Orange Insurance requirements;
 - b. Ensuring that records accurately reflect actual performance;
 - c. Maintaining record confidentiality, as required;
 - d. Reporting financial, participant, and performance data, as required;
 - e. Complying with Federal and State non-discrimination provisions;
 - f. Meeting requirements of Section 504 of the Rehabilitation Act of 1973;
 - g. Meeting all applicable labor laws, including Child Labor Law standards;
 - h. Meeting all child support enforcement certification requirements;
 - i. Meeting all requirements of the California Dispute Resolution Program Act of 1986; and
 - j. Meeting all lobbying certification and disclosure of lobbying activities requirements.
11. Respondent has/will have all of the fiscal control and accounting procedures needed to ensure that DRPA funds will be used as required by law and contract.

COMMENTS:

I hereby assure that all of the above are true.

Name (Print

Title

Signature

Date

Dispute Resolution Program Performance Standards - Definitions

- A. Intake/Problem Assessment** – Intake/Problem Assessment is the evaluation of information for the purpose of determining the appropriateness, feasibility, and need for dispute resolution services which are authorized and funded by the DRPA. Non-dispute related calls will not be recorded in any category. This is the sum of Cases Opened (B) and Information and Referral (G).
- B. Cases Opened** - A case is opened when a party voluntarily agrees to submit a conflict to a dispute resolution service and gives the grantee permission to contact the other party/parties for the purpose of resolving the conflict through dispute resolution services. Cases are opened when it is determined to be appropriate for mediation/conciliation/arbitration and one of the disputants, usually the initiator, agrees to proceed. The initiator agrees to become involved in solving a problem, and gives permission or agrees to contact the 2nd party. This is the point where the determination that there is a case to work on is made. If a case is opened, it must ultimately be closed.
- B. Proceedings Initiated** – A proceeding is initiated when some or all of the disputants or parties from different sides of the dispute, actively participate by statement or practice and agree to participate in a dispute resolution process with the assistance of the grantee by mediation/conciliation/arbitration.
- D. Cases Closed** - Of the cases opened, the reported number of cases closed includes cases resolved through mediation/conciliation/arbitration (a), cases partially resolved (b), cases unresolved (c), and cases not initiated (d).
- a. Resolved** - A dispute is considered to be resolved if parties reach agreement on all of the issues of the dispute. Cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.
 - b. Partially Resolved** - A partial resolution is when parties reach agreement on one or more issues of the dispute. A partial resolution is counted in which an agreement or a Memorandum of Understanding is written. Proof of a conciliation agreement and the mailing thereof, must be documented in the file
 - c. Unresolved** - A case is considered to be unresolved if parties do not reach agreement on any of the issues of the dispute or do not choose to continue participation in the process.
 - d. Case Not Initiated** - A case is closed due to inaction (90 days or more).
 - e. Facilitation Completed** - Facilitation is completed when all documented sessions of a group are completed with the use of a facilitator or using neutral skills to defuse/ resolve an issue or issues of conflict.
- E. Resolved Cases** – The number of cases brought to a resolution wherein agreements are documented, and mediated agreements must be signed.

F. Follow-up Surveys – Follow-up Surveys are the tools used by the Grantees for the evaluating of parties who have used their services. This is the number of survey responses received from the cases opened and proceedings initiated. For all cases opened, there needs to be a minimum of one party to which follow-up survey statistics were attempted to be collected. If the proceedings were initiated, follow-up surveys need to be attempted on all parties that are involved. Results can be in the form of a mailing or a telephone interview, or a combination of both.

At a minimum, the surveys shall be conducted annually and must include the following:

1. The type of dispute resolution services provided by the Grantee;
2. The fairness or adequacy of the settlement 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; and
5. The disputant's willingness to recommend the Grantee's services to others who are involved in disputes.

F. Information and/or Referral – Information and Referral involves a Grantee providing disputants with information and/or referral to the services of other agencies. This can be provided when information is requested and grant related situation is not appropriate for mediation/conciliation/arbitration or when mediation/conciliation/arbitration services are not requested.

G. Public Education Presentations/Numbers of Attendees – Public Education of communities with regard to the availability and benefits of alternative dispute resolution process with the assistance of the grantee. Statistics will also be collected on the number of attendees at presentations.

H. Training/Trainees – Number of Trainings and estimated number of trainees. This applies to formal DRPA basic training of 25 hours or more, as well as advanced training, as outlined in the DRPA Regulations.



DISPUTE RESOLUTION PROGRAM
PERFORMANCE STANDARDS ANNUAL PLAN
FY- 2009/2010

Program Operator:

UNDUPLICATED SERVICE COUNT					
Dispute Resolution Activity	1st Quarter Planned	2nd Quarter Planned	3rd Quarter Planned	4th Quarter Planned	TOTAL
A. Intake/Problem Assessment					0
B. Cases Opened					0
C. Proceedings Initiated					0
D. Cases Closed					0
E. Cases Resolved					0
F. Follow-up Surveys					0
G. Information and Referrals					0
H. Public Education Presentations					0
1. Number of Presentations					0
2. Number of Attendees					0
I. Training					0
1. Number of Training Sessions					0
2. Number of Trainees					0

DISPUTE RESOLUTION PROGRAM
BUDGET SUMMARY - FY 2009/2010

	Cost Categories	DRPA Grant	Inkind		Total
			Cash Non-Grant	Non Cash Non-Grant	
PROGRAM	Operations Activities:				
	Salaries				-
	Benefits				-
	Facility Lease				-
	Staff Training				-
	Printing/Publications				-
	Utilities				-
	Meetings / Conferences				-
	Telephone				-
	Equipment (under \$5,000)				-
	Equipment Lease				-
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies				-
	Consultant/Subcontract				-
	Volunteers				-
	Travel / Mileage				-
Other:				-	
	Program Subtotal	-	-	-	-
ADMINISTRATION	Administration*:				
	Salaries				-
	Benefits				-
	Other: Indirect				-
	Other:				-
	Administration Subtotal	-	-	-	-
	GRAND TOTAL	-	-	-	-

Percentage of Total

#DIV/0!

#DIV/0!

#DIV/0!

DISPUTE RESOLUTION PROGRAM
EXPENDITURE PLAN* FY 2009/2010

Cost Categories	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10 3/31/10	4/1/10 6/30/10	
PROGRAM					
Salaries					-
Benefits					-
Facility Lease					-
Staff Training					-
Printing/Publications					-
Utilities					-
Meetings / Conferences					-
Telephone					-
Equipment (under \$5,000)					-
Equipment Lease					-
Insurance					-
Professional Memberships					-
Subscriptions					-
Postage					-
Office Supplies					-
Consultant/Subcontract					-
Volunteers					-
Travel / Mileage					-
Other:					-
Program Subtotal	-	-	-	-	-
ADMINISTRATION					
Salaries					-
Benefits					-
Other: Indirect					-
Other:					-
Administration Subtotal	-	-	-	-	-
GRAND TOTAL	-	-	-	-	-

* DRPA Funds Only

DISPUTE RESOLUTION PROGRAM PERSONNEL DETAIL FY - 2009/2010

PROGRAM						DRPA Grant	<u>Inkind</u>		Total
							Cash Non-Grant	Non Cash Non-Grant	
	Personnel - Wages and Benefits								
	Name	Position Title	Annual Salary*	FTE	Benefits				
	1								0
	2								0
	3								0
	4								0
	5								0
	6								0
	Personnel Subtotal (Program)					0	0	0	
ADMINISTRATION	Personnel - Wages and Benefits								
	Name	Position Title	Annual Salary*	FTE	Benefits				
	1								0
	2								0
	3								0
	4								0
	5								0
	Personnel Subtotal (Administration)					0	0	0	0
VOLUNTEERS	Volunteers								
	Name	Position Title	Budget						
	1								0
	2								0
	3								0
	4								0
	5								0
	6								0
	GRAND TOTAL					0	0	0	0

* Total Annual Salary from DRPA Budget

DISPUTE RESOLUTION PROGRAM
REVENUE DISCLOSURE FY 2009/2010

Summary of Current Funding Sources

	Funding Source	Amount	Funding Period	Services To Be Provided
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	Sub-Total	\$ -	\$ -	\$ -

<h2 style="margin: 0;">PROPOSAL RESPONSIVENESS CHECKLIST</h2>

This form will be used by County staff prior to submitting the proposal to the Evaluation Team for review. Respondent should use it before submitting the proposal to assure that all required documents have been submitted and required elements have been addressed. Proposals found lacking any item or section thereof may not be considered for review.

- Proposal meets all format specifications
- Two (2) originals and five (5) complete copies
- Electronic copy on CD or Flash Drive

Application should follow the following order:

- Signed Proposal Cover Sheet (**Attachment 1 of this RFP**)
- Table of Contents
- Organizational Qualifications (Narrative Responses to **Questions A1 – A5**)
- Program Design and Service Delivery (Narrative Responses to **Questions B1-B7**)
- Resource Utilization and Budget (Narrative Responses to **Questions C1 – C4**)

Attachments

Organizational Qualifications

- Documentation (Government Entity)
- Proof of 501 (c) (3), **if applicable**
- Articles of Incorporation and By-Laws, **if applicable**
- IRS tax-exempt letter or Certificate of Status, **if applicable**
- IRS 990 form, **if applicable**
- Organization Chart
- Resumes of Professional Staff
- Letters of Support
- Signed Assurances (**Attachment 2 of this RFP**)

Program Design and Service Delivery

- Performance Standards (**Attachment 3 of this RFP**)

Resource Utilization and Budget

- Budget Summary (**Attachment 4A of this RFP**)
- Expenditure Plan (**Attachment 4B of this RFP**)
- Personnel Detail (**Attachment 4C of this RFP**)
- Revenue Disclosure (**Attachment 4D of this RFP**)
- Certified Financial Audit
- Sliding Scale Fee Policy/Structure

+

California Dispute Resolution Programs Act (CALDRPA) State-Wide Reporting Definitions

PROCEDURAL DEFINITIONS		
	A "master" definition document will be prepared to facilitate easy reference in addition to the definitions separated by category.	
Case Opened	A case is opened when a party voluntarily agrees to submit a conflict to a dispute resolution service and gives the grantee permission to contact the other party(ies) for the purpose of resolving the conflict through dispute resolution services.	
Case Closed	Resolved	A dispute is considered to be resolved if parties reach agreement on all of the issues of the dispute.
	Partially Resolved	A partial resolution is when parties reach agreement on one or more issues of the dispute.
	Unresolved	A case is considered to be unresolved if parties do not reach agreement on any of the issues of the dispute or do not choose to continue participation in the process.
	Case Closed	A case is closed due to inaction (90 days or more).
Facilitations Completed	A facilitation is completed when all documented sessions of a group are completed with the use of a facilitator or using neutral skills to defuse/ resolve an issue or issues of conflict.	
Follow-up Surveys	<p>Follow-up Surveys are the tools used by the Grantees for the evaluating of parties who have used their services. At a minimum, the surveys shall be conducted annually and will include the following:</p> <ol style="list-style-type: none"> 6. the type of dispute resolution services provided by the Grantee; 7. the fairness or adequacy of the settlement or award; 8. any particular difficulties experienced by the disputant in carrying out and obtaining compliance with the settlement agreement or award; 9. the disputant's willingness to use the Grantee's services in the future; 10. and the disputant's willingness to recommend the Grantee's services to others who are involved in disputes. Surveys shall be conducted on all cases initiated. <p style="text-align: right;"><small>Dispute Resolution Programs Act – Regulations, Article 3, Section 3635</small></p>	
Information and Referral Services	Information and referral involves a Grantee providing disputants with information and/or referral to the services of other agencies.	
Intake/Problem Assessment	Intake/Problem assessment is the evaluation of information for the purpose of determining the appropriateness, feasibility and need for dispute resolution services which are authorized and funded by the DRPA.	
Proceedings Initiated	A proceeding is initiated when parties agree to participate in a dispute resolution process with the assistance of the grantee.	
Public Education/Presentations	Public education of communities with regards to the availability and benefits of alternative dispute resolution process with the assistance of the grantee. (Statistics will also be collected on the number of attendees at presentations.)	
INDIVIDUAL COUNTY'S OPTION		
Negotiations/Options Counseling	Negotiations/options counseling is consulting with parties who need assistance in negotiating their disputes, but do not want to use the third party neutral services of the grantee.	
GENERAL DEFINITIONS		
Arbitration	<p>"Arbitration" refers to the 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.</p> <p style="text-align: right;"><small>Dispute Resolution Programs Act – Regulations, Article 1, Section 3602 (a)(3)</small></p>	
Act	<p>"Act" means the Dispute Programs Act of 1986, commencing with Section 465 of the California Business and Professional Code.</p> <p style="text-align: right;"><small>Dispute Resolution Programs Act – Regulations, Article 1, Section 3600 (a)</small></p>	

Code	<p>“Code” means the California Business and Professional Code. Dispute Resolution Programs Act – Regulations, Article 1, Section 3600 (b)</p>
Collateral Services	<p>“Collateral Services” refers to screening and intake of disputants, preparing for and conducting resolution proceedings, drafting agreements and/or awards, providing information and/or referral services, and conducting follow-up services. Dispute Resolution Programs Act – Regulations, Article 1, Section 3602 (b)</p>
Conciliation	<p>“Conciliation” is a dispute resolution service consisting of a process of independent communications between the disputants and a neutral person. Typically, in conciliation, except for conciliation court, parties do not meet face-to-face. Dispute Resolution Programs Act – Regulations, Article 1, Section 3602 (a)(1)</p>
Conflict Resolution	<p>“Conflict Resolution” refers to the broader category of techniques for promoting agreement or a mutual understanding between individuals or groups.</p>
Department of Consumer Affairs	<p>“Department of Consumer Affairs” means the California State Department of Consumer Affairs, located at 1625 N. Market Blvd., Ste S-309 Sacramento, CA 95834 Dispute Resolution Programs Act – Regulations, Article 1, section 3600 (c)</p>
Dispute Resolution	<p>“Dispute Resolution” includes, but is not limited to: mediation, conciliation, and arbitration. Dispute Resolution Programs Act – Regulations, Article 2, Section 466 (a)</p>
Dispute Resolution Services	<p>“Dispute Resolution Services” refers to the variety of dispute resolution processes and techniques designed to assist parties in resolving disputes, without the necessity of formal judicial proceedings. Dispute Resolution Programs Act – Regulations, Article 1, Section 3602 (a)(1)(2)(3)</p>
Grantee	<p>A “Grantee” is an entity receiving funding to resolve disputes under the Dispute Resolution Programs Act.</p>
Group Facilitation	<p>“Group Facilitation” is the use of neutral skills to facilitate groups of persons involved in an issue or issues of conflict.</p>
Mediation	<p>“Mediation” 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. Dispute Resolution Programs Act – Regulations, Article 1, Section 3602 (a)(2)</p>
Program	<p>“Program” means an entity that provides dispute resolution services. Dispute Resolution Programs Act – Regulation, Article 2, section 466 (b)</p>
Regulations	<p>“Regulations” refers to California Code of Regulations, Title 16, Division 36, commencing with Section 3600. Dispute Resolution Programs Act – Regulations, Article 1, Section 3600</p>
CASE TYPE CATEGORIES AND EXAMPLES	
Personal Injury/Property Damage	Auto accidents, products, liability, malpractice, slip and fall accidents.
Business-Business (Private or Non-Profit)	Corporation issues, partnership issues, royalties, representative, copyright, division of profit payments, depts., bankruptcy, proposers, subproposers, real property.
Consumer-Merchant	Consumer goods, auto and other repairs, real estate transactions, misrepresentation, product complaint, repairs, banks, collections (debtor-creditor)
Criminal Youth Citation/Infraction Misdemeanor	Victim restitution, traffic citations
	Victim Restitution
Family/Domestic-Household	Roommate, family relations, marriage (non-custodial issues) dissolution, husband-wife, parent-child, siblings
Government/Public Agency	City, county, federal, social services, immigration, intergovernmental disputes, public policy, school boards, governing boards.
Landlord-Tenant	Unlawful detainer; notices: 3-day, Pay/Quit, 30-day vacate; 30-day change/terms, rent increase, change in rules, harassment, security deposits, refunds, amount disputes, maintenance/repairs, habitability standards, rent withholding; repair and deduct, illegal entry, parking garages, late charges/fees/fines, lockout, lease agreements.
Neighbor-Neighbor	Trees, noise, barking dogs, neighbor-community, property line, fences,

	parting, trash, maintenance of property, drugs, gangs, property damage (non-auto), harassment.		
Organizational	Disputes within an organization		
Schools	Teacher-student, parent –teacher, student-student, administration faculty		
Workplace Related	Salary, working conditions, disputes between employees, discrimination, worker's compensation, sexual harassment, other harassment.		
REFERRAL SOURCE CATEGORIES			
Attorneys			
County Bar Associations			
Courts	Judges, court personnel		
Civil (and civil harassment) Criminal Juvenile Small Claims	Police Dept., Sheriff Dept., Lawyers, Court Personnel		
	Police Dept., Sheriff Dept., Lawyers, Court Personnel		
	Probation Officers, Police Dept., Lawyers, Court Personnel		
	Lawyers, Court Personnel		
Government/Public Entities	Federal, state, county, and cities.		
Law Enforcement Agency	Police, sheriff, state food and drug, and probation.		
Private or Non-Profit Agency	United Way, Information Line, Catholic Charities, Welfare Rights, etc.		
Prosecutorial Office	District Attorney's Office, City Attorney's Office, Attorney General's Office.		
Repeat Client	Former Client who has used process before.		
Schools	Educational Institutions (such as community colleges, high schools, etc.)		
Self-Referral (1 st time)	Media, phone book, word of mouth, friend, and internet.		
Small Claims Advisor(y) Office	Members, court personnel, lawyers, paralegals		
Unknown/Decline			
DEMOGRAPHIC CATEGORIES (for open cases – 2 parties or more)			
Participant Characteristic (For cases opened)	Male	Age	17 and Under
	Female		18-39
Government/Public Entity	Business	Undetermined	40-64
			65+
Undetermined			Not Applicable (organization, business)
			Undetermined
Income (Based on annual household income)			Less than or equal to \$20,000
			\$20,001 - \$30,000
			\$30,001 - \$50,000
			\$50,001 and over
Ethnicity/Race			Asian/Pacific Islander
			Black, African American
			Hispanic/Latino
			Native American Indian
			Multiple Ethnicities/Race
			White
			Not Applicable (organization, businesses)