



SIXTH AMENDMENT
TO CONTRACT No. 17-28-0002-DRPA
BETWEEN THE
COUNTY OF ORANGE
AND
ORANGE COUNTY HUMAN RELATIONS COUNCIL
FOR
DISPUTE RESOLUTION PROGRAMS ACT
SERVICES
FUNDING SOURCE: 100% CIVIL FILING FEES

This Amendment to CONTRACT No. 17-28-0002-DRPA, hereinafter referred to as "Sixth Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and Orange County Human Relations Council, DUNS No. 039841668, a California non-profit organization, in the State of California with a place of business at 1801 E. Edinger, Ste. 115, Santa Ana, CA 92705, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS:

WHEREAS, the PARTIES executed CONTRACT No. 17-28-0002-DRPA (hereinafter referred to as "CONTRACT"), for the provision of Dispute Resolution Programs Act Services activities commencing October 1, 2017 and terminating June 30, 2020 in the amount of \$825,000; and

WHEREAS, the PARTIES executed First Amendment to CONTRACT No. 17-28-0002-DRPA to decrease the CONTRACT in the amount of \$137,500 for a new maximum obligation amount of \$687,500; and to modify Paragraph 4. Maximum Obligation; and to replace Attachment A - Scope of Services and General Program Requirements with Attachment A-1, Attachment B - Payment/Compensation with Attachment B-1, Attachment C - Budget with Attachment C-1, Attachment D - Staffing Plan with Attachment D-1, and Attachment E - Performance Standards with Attachment E-1; and

WHEREAS, the SUBRECIPIENT'S address was changed to 1801 E. Edinger Ste. 115, Santa Ana, CA 92705, effective November 1, 2017; and

WHEREAS, the PARTIES executed Second Amendment to CONTRACT No. 17-28-0002-DRPA to replace Attachment C-1 Budget with Attachment C-2 and Attachment D-1 Staffing Plan with Attachment D-2; and

WHEREAS, the PARTIES executed Third Amendment to CONTRACT No. 17-28-0002-DRPA to increase the CONTRACT in the amount of \$7,500 for a new maximum obligation amount of \$695,000; and to replace Attachment A-1 - Scope of Services and General Program Requirements with Attachment A-2, Attachment C-2 - Budget with Attachment C-3, Attachment D-2 - Staffing Plan with Attachment D-3, and Attachment E-1 - Performance Standards with Attachment E- 2; and

WHEREAS, the PARTIES executed Fourth Amendment to CONTRACT No. 17-28-0002-DRPA to increase the CONTRACT in the amount of \$30,000 for a new maximum obligation amount of \$725,000; and to replace Attachment A-2 - Scope of Services and General Program Requirements with Attachment A-3, Attachment B-1 - Payment/Compensation with Attachment B-2, Attachment C-3 - Budget with Attachment C-4, Attachment D-3 - Staffing Plan with Attachment D-4, and Attachment E-2 - Performance Standards with Attachment E-3; and

WHEREAS, the PARTIES executed Fifth Amendment to CONTRACT No. 17-28-0002-DRPA to replace Attachment C-4 - Budget with Attachment C-5; and

WHEREAS, the COUNTY now desires to execute Sixth Amendment to CONTRACT No. 17-28-0002-DRPA to renew the CONTRACT for an additional one-year period, effective July 1, 2020 through June 30, 2021 and with a new annual maximum obligation amount of \$280,000; and to replace Attachment A-3 - Scope of Services and General Program Requirements with Attachment A-4, Attachment B-2 - Payment/Compensation with Attachment B-3, Attachment C-5 - Budget with Attachment C-6, Attachment D-4 - Staffing Plan with Attachment D-5, and Attachment E-3 - Performance Standards with Attachment E-4; and

WHEREAS, the COUNTY desires to amend Paragraph S. – Change of Ownership; and Paragraph 21. - Notices; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

1. CONTRACT Term: The CONTRACT is hereby renewed for the period of July 1, 2020 through June 30, 2021 and with a new annual maximum obligation amount of \$280,000. This CONTRACT may be renewed for one additional one-year term pursuant to the CONTRACT Term.
2. Attachment A-3 – Scope of Services and General Program Requirements is deleted in its entirety and replaced with Attachment A-4 - Scope of Services and General Program Requirements.
3. Attachment B-2 – Payment/Compensation is deleted in its entirety and replaced with Attachment B-3 - Payment/Compensation.
4. Attachment C-5 - Budget is deleted in its entirety and replaced with Attachment C-6 - Budget.
5. Attachment D-4 – Staffing Plan is deleted in its entirety and replaced with Attachment D-5 - Budget.
6. Attachment E-3 - Performance Standards is deleted in its entirety and replaced with Attachment E-4 - Performance Standards.
7. Paragraph S of the CONTRACT is hereby amended in its entirety to read as follows:

FROM:

“S. Change of Ownership: SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT’S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT’S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.”

TO:

“S. Change of Ownership/Name, Litigation Status, Conflicts with COUNTY Interest: SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT’S business prior to completion of this CONTRACT, and the COUNTY agrees to an assignment of the CONTRACT, the new owners shall be required under terms of sale or other instruments of transfer to assume SUBRECIPIENT’S duties and obligations contained in this CONTRACT and complete them to the satisfaction of the COUNTY.

COUNTY reserves the right to immediately terminate the CONTRACT in the event the COUNTY determines that the assignee is not qualified or is otherwise unacceptable to the COUNTY for the provision of services under the CONTRACT.

In addition, SUBRECIPIENT has the duty to notify the COUNTY in writing of any change in the SUBRECIPIENT’S status with respect to name changes that do not require an assignment of the CONTRACT. The SUBRECIPIENT is also obligated to notify the COUNTY in writing if the SUBRECIPIENT becomes a PARTY to any litigation against the COUNTY, or a PARTY to litigation that may reasonably affect the SUBRECIPIENT’S performance under the CONTRACT, as well as any potential conflicts of interest between SUBRECIPIENT and COUNTY that may arise prior to or during the period of CONTRACT performance. While SUBRECIPIENT will be required to provide this information without prompting from the COUNTY any time there is a change in SUBRECIPIENT’S name, conflict of interest or litigation status, SUBRECIPIENT must also provide an update to the COUNTY of its status in these areas whenever requested by the COUNTY.

The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the SUBRECIPIENT, this obligation shall apply to the SUBRECIPIENT’S employees, agents, and subcontractors associated with the provision of goods and services provided under this CONTRACT. The SUBRECIPIENT’S efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties. “

8. Paragraph 21 of the CONTRACT is hereby amended in its entirety to read as follows:

FROM:

“21. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner

aforesaid.

For COUNTY:

OC Community Resources
Community Investment Division
PROJECT MANAGER
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attn: Reza Zargham

OC Community Resources
Contract Development and Management
CONTRACT ADMINISTRATOR
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930
Attn: Elsa Rivera

For SUBRECIPIENT:

OC Human Relations Council
Dispute Resolution Program
Rusty Kennedy, CEO
1801 E. Edinger. Ste. 115
Santa Ana, CA 92705"

TO:

"21. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

OC Community Resources
Community Investment Division
PROJECT MANAGER
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attn: Program Manager

OC Community Resources
Contract Development and Management
CONTRACT ADMINISTRATOR
601 N. Ross St., 6th Floor
Santa Ana, CA **92701**
Attn: Contract Administrator

For SUBRECIPIENT:


OC Human Relations Council
Dispute Resolution Program
Allison Edwards, CEO
1801 E. Edinger. Ste. 115
Santa Ana, CA 92705"

9. Except as otherwise expressly set forth herein, all terms and conditions contained in the CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this Sixth Amendment on the dates with their respective signatures:

***Orange County Human Relations Council**

By:  Allison Edwards
E72E88DFED364C7...

By: _____

Name: Allison Edwards
(Print)

Name: _____
(Print)

Title: CEO

Title: _____

Dated: 4/15/2020

Dated: _____

*For SUBRECIPIENTS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

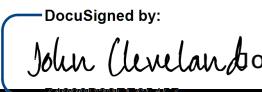
For SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**

By:  John Cleveland
74000032EE68437
DEPUTY COUNTY COUNSEL

Dated: 4/13/2020

SUBRECIPIENT: Orange County Human Relations Council**1. SUBRECIPIENT shall comply with the Dispute Resolution Programs Act (DRPA).****2. Referral Sources**

A. SUBRECIPIENT shall cultivate referral sources including but not limited to the following:

Referral Source	Type(s) of Referrals	Services to be Provided
<ul style="list-style-type: none"> West Justice Center: Wednesdays and Thursdays 	<ul style="list-style-type: none"> Small Claims Civil Mediation Services Other mediation services as requested by the Court 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Intake coordination Mediation duties Staff and volunteer support Administrative Oversight (duties include, but are not limited to: retaining site records, submission of monthly case logs, volunteer hours and litigants' evaluations)
<ul style="list-style-type: none"> Lamoreaux Justice Center: Tuesdays, Wednesday, and Thursdays 	<ul style="list-style-type: none"> Voluntary Settlement Conference Services Family Law Voluntary Settlement Conferences (scheduled at other Justice Centers) Other mediation services as requested by the Court 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Intake coordination Mediation duties Staff and volunteer support Administrative Oversight (duties include, but are not limited to: retaining site records, submission of monthly case logs, volunteer hours and litigants' evaluations)
<ul style="list-style-type: none"> North Justice Center: Mondays, Tuesdays, 	<ul style="list-style-type: none"> Small Claims Civil Mediation Services Other mediation services as requested by the Court 	<ul style="list-style-type: none"> Intake coordination Mediation duties Staff and volunteer support

Wednesdays and Fridays		<ul style="list-style-type: none"> Administrative Oversight (duties include, but are not limited to: retaining site records, submission of monthly case logs, volunteer hours and litigants' evaluations)
<ul style="list-style-type: none"> Family Centric Programs 	<ul style="list-style-type: none"> Dissolution of Marriage (Divorce) Dissolution of Domestic Partnership Legal Separation Post Judgment Modifications Child Custody and Visitation Spousal Support Property Division Parent/Child Disputes Other Family Issues 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation
<ul style="list-style-type: none"> Legal Aid Society of Orange County 	<ul style="list-style-type: none"> Landlord/Tenant Neighbor/Neighbor Employment Consumer/Merchant Domestic/Household Personal Injury/Property Damage Business/Business 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation
<ul style="list-style-type: none"> Orange County Juvenile Probation Dept. /Sheriff Dept./Local Police Depts. 	<ul style="list-style-type: none"> Neighbor/Neighbor Domestic/Household Intergroup/Cross-Cultural Police/Community Criminal (Juvenile) Landlord/Tenant Family/Domestic Household Business/Business 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation
<ul style="list-style-type: none"> Other: Non-Profit Organizations, Government Offices, Community Centers, Schools, Community Mediations, etc. 	<ul style="list-style-type: none"> Landlord/Tenant Neighbor/Neighbor Employment Consumer/Merchant Domestic/Household Personal Injury/Property Damage 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation

	<ul style="list-style-type: none">• Business/Business• Workplace/Employment• School• Intergroup/Cross-Cultural• Police/Community	
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3. Volunteer Coordination

- A. SUBRECIPIENT shall cultivate 20 volunteer mediators to provide DRPA services.
- B. SUBRECIPIENT shall ensure all volunteer mediators are trained.
- C. SUBRECIPIENT shall ensure volunteer hours are documented.

4. Collaborative Participation

- A. SUBRECIPIENT shall maintain active participation in the Dispute Resolution “Collaborative”, as defined as the all of the funded Dispute Resolution SUBRECIPIENTS by the County of Orange, and shall:
 - (1) Attend or be represented at all “Collaborative” meetings.
 - (2) Attend or be represented at all bi-monthly meetings of the Small Claims Court judges.
 - (3) Provide appropriate mediation services to Orange County Justice Centers.
 - (4) Ensure the coordination of mediation activities related to the Collaborative at each of the five Justice Centers, including but not limited to:
 - (a) Ensuring the availability of DRPA trained and qualified mediators.
 - (b) Providing such staff support as necessary to maintain high quality service level.
- B. Mandated DRPA training in Orange County
 - (1) SUBRECIPIENT shall provide 4 mandated mediation trainings per year.

5. Education and Outreach Services in Orange County

- A. SUBRECIPIENT shall provide 12 educational workshops.
- B. SUBRECIPIENT shall provide 320-420 public presentations regarding the availability of DRPA services.
- C. SUBRECIPIENT shall initiate media activities appropriate for DRPA.
- D. SUBRECIPIENT shall disseminate brochures and flyers regarding the availability of DRPA services to the Orange County community.

6. Scope of Work

In order to meet the goals and objectives outlined above, Dispute Resolution Program providers shall:

- A. Advocate, publicize and encourage the use of dispute resolution services through public presentations;
- B. Offer effective alternatives to formal court proceedings for the settlement of disputes (which includes mediation);

- C. Be fully qualified through DRPA mandated mediation training and relevant experience to mediate a wide variety of disputes arising with the COUNTY;
- D. Make maximum use of local resources including in-kind support, volunteers and public facilities;
- E. Be outcome based and participate in the data collection and analysis and have an evaluation method for determining effectiveness of services (such as the One-Stop Centers and Business Services Centers);
- F. Conduct monthly follow-up surveys and provide written results to Director on a quarterly basis (disputants' evaluation of the services provided, fairness, difficulties experienced, and willingness to refer or use the services provided again);
- G. Cultivate volunteer mediators to provide DRPA services. SUBRECIPIENT shall ensure all volunteer mediators are training based on the DRPA regulations. SUBRECIPIENT shall ensure volunteer hours are documented;
- H. Maintain active participation in the Dispute Resolution "Collaborative," defined as all of the funded Dispute Resolution SUBRECIPIENTS by the COUNTY, as shall attend or be represented at all "Collaborative" meetings. Attend or be represented at all bi-monthly meetings of the Small Claims Court Judges. Provide appropriate mediation services to Orange County Justice Centers. Ensure the coordination of mediation activities related to the Collaborative at each of the five Justice Centers, including, but not limited to:
 - a. Ensuring the availability of DRPA trained and qualified mediators;
 - b. Providing such staff support as necessary to maintain high quality service level; and
- I. Initiate media activities appropriate for DRPA, and in coordination with the Coordinator. SUBRECIPIENT shall disseminate brochures and flyers regarding the availability of DRPA services to the Orange County community.

7. Referral Sources

Cultivate referral sources, by maintaining regular contacts, developing Referrals, performing intake, and resolving cases through mediation, with, but not limited to:

- A. Participating Orange County Justice Centers and Family Court with referrals that include Small Claims, Small Claims Appeals, Judgment Debtor, Unlawful Detainers, Limited Civil, Mandatory Settlement Conferences, Civil Harassment, Family Court Dissolution of Marriage, Dissolution of Domestic Partnership Spousal Support, Child Custody and Visitation, Property Division, Parent/Child Disputes and other Family Court cases.
- B. Legal Aid Society of Orange County with referrals that may include Landlord/Tenant, neighbor/neighbor, Employment and Consumer/Merchant cases, and One Stop Center Systems.
- C. Orange County Juvenile Program Department, Sheriff's Department and other Local Law Enforcement Agencies with referrals that may include Neighbor/Neighbor, Domestic/Household, Intergroup/Cross-Cultural, and Police/Community cases.

- D. Self-referrals, non-Profit Organizations, Government Offices, community centers and others with Referrals that may include Landlord/Tenant, Neighbor/Neighbor, Employment, Consumer/Merchant, Domestic/Household, Accidents, School, Intergroup/Cross-Cultural and Police/Community Cases.

8. Volunteer Coordination

- A. SUBRECIPIENT shall cultivate volunteer mediators to provide DRPA services.
- B. SUBRECIPIENT shall ensure all volunteer mediators meet the program training requirements.
- C. SUBRECIPIENT shall ensure volunteer hours are documented.
- D. Provision of Services by Neutral Persons – According to DRPA Regulations (CCR SS 3620).
 - a. DRPA service provider shall ensure that its dispute resolution services are provided by neutral persons.
 - b. An individual shall not function as the neutral person if he/she has any personal bias regarding any particular disputant or the subject matter of dispute.
 - c. An individual shall not function as the neutral person if he/she has a financial interest in the subject matter of the dispute of a financial relationship with any party to the dispute resolution proceeding. The existence of such interests or relationships shall be deemed conflict of interest.
 - d. If, before or during the provision of dispute resolution services, a neutral person has or acquire an actual or apparent conflict of interest, the neutral person shall so inform all disputants, and shall disqualify himself or herself as the neutral person unless all the disputants consent in writing to continue. The DRPA service providers shall replace a disqualified neutral person at no additional cost to any disputant.

9. Education and Outreach Services

- A. SUBRECIPIENT shall provide educational workshops that promote the availability of dispute resolution service.
- B. SUBRECIPIENT shall provide public presentations regarding the availability of DRPA services.
- C. SUBRECIPIENT shall disseminate brochures and flyers regarding the availability of DRPA services to the Orange County community with the COUNTY'S collaboration and approval.

10. Reports

- A. SUBRECIPIENT shall maintain records, statistical reports, data and information as required by the COUNTY in electronic form.
- B. SUBRECIPIENT shall report monthly by the 20th day of the month statistical data which shall include but shall not be limited to data required in the Regulations and by the

COUNTY. The data reported shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process.

- C. SUBRECIPIENT shall report or submit monthly to COUNTY follow-up surveys of disputants who have used services containing all the information specified in DRPA Regulations.

PAYMENT/COMPENSATION

1. **COMPENSATION:**

This is a cost reimbursable CONTRACT between the COUNTY and the SUBRECIPIENT for up to \$280,000 for the period of July 1, 2020 – June 30, 2021 as set forth in Attachment A-4 - Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY'S General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the reimbursable costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the County of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:
OC Community Resources
Attention: Accounts Payable
601 North Ross Street, 6th Floor
Santa Ana, CA 92701

4. INVOICING INSTRUCTIONS:

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT'S letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. SUBRECIPIENT'S name and address
2. SUBRECIPIENT'S remittance address (if different from 1 above)
3. Name of COUNTY Agency Department
4. COUNTY CONTRACT/Master Agreement number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A-4)
9. SUBRECIPIENT'S Federal I. D. number
10. Total

Budget Detail					
FY 2017-18 (October 1, 2017 - June 30, 2018)					
Cost Categories	DRPA Grant	Inkind		Total	
		Cash Non-Grant	Non-Cash Non-Grant		
PROGRAM	Operations Activities:				
	Salaries	\$ 149,399.00	\$ 100,853.00	\$ 250,252.00	
	Benefits	\$ 24,992.00	\$ 16,871.00	\$ 41,863.00	
	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			\$ 30,452.00	
	Travel / Mileage			\$ -	
Other:			\$ -		
Program Subtotal	\$ 174,391.00	\$ 117,724.00	\$ 30,452.00	\$ 322,567.00	
ADMINISTRATION *	Administration *:				
	Salaries	\$ 11,230.00	\$ 33,689.00	\$ 44,919.00	
	Benefits	\$ 1,879.00	\$ 5,635.00	\$ 7,514.00	
	Other: Indirect			\$ -	
	Other			\$ -	
	Other Subtotal	\$ -	\$ -	\$ -	\$ -
	Administration Subtotal	\$ 13,109.00	\$ 39,324.00	\$ -	\$ 52,433.00
GRAND TOTAL	\$ 187,500.00	\$ 157,048.00	\$ 30,452.00	\$ 375,000.00	
Percentage of Total	7%				

* Cannot exceed 10% of total requested funding

* Expenditure Plan				
FY 2017-18 (October 1, 2017 - June 30, 2018)				
Cost Categories	Qt 2	Qt 3	Qt 4	Total
	10/1/17-	1/1/18 -	4/1/18 -	
	12/31/17	3/31/18	6/30/18	
PROGRAM				
Salaries	\$ 49,799.00	\$ 49,800.00	\$ 49,800.00	\$149,399.00
Benefits	\$ 8,330.00	\$ 8,331.00	\$ 8,331.00	\$ 24,992.00
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	\$ 58,129.00	\$ 58,131.00	\$ 58,131.00	\$174,391.00
ADMINISTRATION				
Salaries	\$ 3,743.00	\$ 3,744.00	\$ 3,743.00	\$ 11,230.00
Benefits	\$ 626.00	\$ 626.00	\$ 627.00	\$ 1,879.00
Other:				\$ -
Administration Subtotal	\$ 4,369.00	\$ 4,370.00	\$ 4,370.00	\$ 13,109.00
GRAND TOTAL	\$ 62,498.00	\$ 62,501.00	\$ 62,501.00	\$ 187,500.00

*DRPA funds only

Budget Detail					
FY 2018-19 (July 1, 2018 - June 30, 2019)					
Cost Categories	DRPA Grant	Inkind		Total	
		Cash Non-Grant	Non-Cash Non-Grant		
PROGRAM	Operations Activities:				
	Salaries	\$ 212,898.00	\$ 109,172.00		\$ 322,070.00
	Benefits	\$ 28,233.00	\$ 18,153.00		\$ 46,386.00
	Facility Lease				\$ -
	Staff Training				\$ -
	Printing/Publications				\$ -
	Utilities				\$ -
	Meetings / Conferences				\$ -
	Telephone				\$ -
	Equipment (under \$5,000)	1,404.00			\$ 1,404.00
	Equipment Lease				\$ -
	Insurance				\$ -
	Professional Memberships				\$ -
	Subscriptions				\$ -
	Postage				\$ -
	Office Supplies				\$ -
	Consultant/Subcontract				\$ -
	Volunteers			\$115,210.00	\$115,210.00
	Travel / Mileage				\$ -
Other:				\$ -	
Program Subtotal	\$ 242,535.00	\$ 127,325.00	\$115,210.00	\$ 485,070.00	
ADMINISTRATION *	Administration *:				
	Salaries	\$ 12,832.00	\$ 12,832.00		\$ 25,664.00
	Benefits	\$ 2,133.00	\$ 2,133.00		\$ 4,266.00
	Other: Indirect				\$ -
	Other				\$ -
	Other Subtotal	\$ -	\$ -	\$ -	\$ -
	Administration Subtotal	\$ 14,965.00	\$ 14,965.00	\$ -	\$ 29,930.00
GRAND TOTAL	\$ 257,500.00	\$ 142,290.00	\$ 115,210.00	\$ 515,000.00	
Percentage of Total		6%			

* Cannot exceed 10% of total requested funding

* Expenditure Plan					
FY 2018-19 (July 1, 2018 - June 30, 2019)					
Cost Categories	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/18 -	10/1/18-	1/1/19-	4/1/19-	
	9/30/18	12/31/18	3/31/19	6/30/19	
PROGRAM					
Salaries	\$ 49,800.00	\$ 52,334.00	\$ 52,334.00	\$ 58,430.00	\$212,898.00
Benefits	\$ 8,331.00	\$ 6,634.00	\$ 6,634.00	\$ 6,634.00	\$ 28,233.00
Facility Lease					\$ -
Staff Training					\$ -
Printing/Publications					\$ -
Utilities					\$ -
Meetings / Conferences					\$ -
Telephone					\$ -
Equipment (under \$5,000)				1,404.00	\$1,404.00
Equipment Lease					\$ -
Insurance					\$ -
Professional Memberships					\$ -
Subscriptions					\$ -
Postage					\$ -
Office Supplies					\$ -
Consultant/Subcontract					\$ -
Volunteers					\$ -
Travel / Mileage					\$ -
Other:					\$ -
Program Subtotal	\$ 58,131.00	\$ 58,968.00	\$ 58,968.00	\$ 66,468.00	\$242,535.00
ADMINISTRATION					
Salaries	\$ 3,743.00	\$ 3,029.00	\$ 3,030.00	\$ 3,030.00	\$ 12,832.00
Benefits	\$ 626.00	\$ 503.00	\$ 502.00	\$ 502.00	\$ 2,133.00
Other:					\$ -
Administration Subtotal	\$ 4,369.00	\$ 3,532.00	\$ 3,532.00	\$ 3,532.00	\$ 14,965.00
GRAND TOTAL	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 70,000.00	\$ 257,500.00

*DRPA funds only

Budget Detail					
FY 19-20 (July 1, 2019 - June 30, 2020)					
Cost Categories	DRPA Grant	Inkind		Total	
		Cash Non-Grant	Non-Cash Non-Grant		
PROGRAM	Operations Activities:				
	Salaries	\$ 245,960.00	\$ 102,700.00		\$ 348,660.00
	Benefits	\$ 34,040.00	\$ 17,300.00		\$ 51,340.00
	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			\$ 160,000.00	\$ 160,000.00
	Travel / Mileage				\$ -
Other:				\$ -	
Program Subtotal	\$ 280,000.00	\$ 120,000.00	\$ 160,000.00	\$ 560,000.00	
ADMINISTRATION *	Administration *:				
	Salaries	\$	\$		\$
	Benefits	\$	\$		\$
	Other: Indirect				\$ -
	Other:				\$ -
	Other: Subtotal	\$ -	\$ -	\$ -	\$ -
	Administration Subtotal	\$	\$	\$ -	\$
GRAND TOTAL	\$ 280,000.00	\$ 120,000.00	\$ 160,000.00	\$ 560,000.00	
Percentage of Total		0%			

* Cannot exceed 10% of total requested funding

* Expenditure Plan					
FY 2019-20 (July 1, 2019 - June 30, 2020)					
Cost Categories	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/19 -	10/1/19-	1/1/20-	4/1/20-	
	9/30/19	12/31/19	3/31/20	6/30/20	
PROGRAM					
Salaries	\$ 61,490.00	\$ 61,490.00	\$ 61,490.00	\$ 61,490.00	\$ 245,960.00
Benefits	\$ 8,510.00	\$ 8,510.00	\$ 8,510.00	\$ 8,510.00	\$ 34,040.00
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	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$280,000.00
ADMINISTRATION					
Salaries					\$ -
Benefits					\$ -
Other:					\$ -
Administration Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$280,000.00

*DRPA funds only

Budget Detail				
FY 2020-21 (July 1, 2020 - June 30, 2021)				
Cost Categories	DRPA Grant	In-kind		Total
		Cash Non-Grant	Non-Cash Non-Grant	
PROGRAM	Operations Activities:			
	Salaries	\$215,133.00	\$141,024.00	\$356,157.00
	Benefits	\$42,642	\$40,099.00	\$82,741.00
	Facility Lease		\$15,307.00	\$15,307.00
	Staff Training		\$1,768.00	\$1,768.00
	Printing/Publications			
	Utilities			
	Meetings / Conferences		\$5,052.00	\$5,052.00
	Telephone		\$5,400.00	\$5,400.00
	Equipment (under \$5,000)		\$1,541.00	\$1,541.00
	Equipment Lease			
	Insurance		\$3,360.00	\$3,360.00
	Professional Memberships			
	Subscriptions		\$300.00	\$300.00
	Postage			
	Office Supplies		\$4,500.00	\$4,500.00
	Consultant/Subcontract		\$7,560.00	\$7,560.00
	Volunteers			\$125,000.00
	Travel / Mileage		\$5,400.00	\$5,400.00
Other: Court Space			\$40,000.00	
Program Subtotal	\$257,775.00	\$231,311.00	\$165,000.00	\$654,086.00
ADMINISTRATION *	Administration *:			
	Salaries	\$18,413.00	\$9,636.00	\$28,049.00
	Benefits	\$3,812.00	\$2,698.00	\$6,510.00
	Other: Indirect			
	Other			
	Other Subtotal			
Administration Subtotal	\$22,225.00	\$12,334.00		\$34,559.00
GRAND TOTAL	\$280,000.00	\$243,645.00	\$165,000.00	\$688,645.00
Percentage of Total*	7.9%			

Cannot exceed 10% of total requested funding

* Expenditure Plan					
FY 2020-21 (July 1, 2020 - June 30, 2021)					
Cost Categories	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/20 -	10/1/20 -	1/1/21 -	4/1/21 -	
	9/30/20	12/31/20	3/31/21	6/30/21	
PROGRAM					
Salaries	\$53,783.25	\$53,783.25	\$53,783.25	\$53,783.25	\$215,133.00
Benefits	\$10,660.50	\$10,660.50	\$10,660.50	\$10,660.50	\$42,642.00
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					
Volunteer Recognition					
Other:					
Program Subtotal	\$64,443.75	\$64,443.75	\$64,443.75	\$64,443.75	\$257,775.00
ADMINISTRATION					
Salaries	\$4,603.25	\$4,603.25	\$4,603.25	\$4,603.25	\$18,413.00
Benefits	\$953.00	\$953.00	\$953.00	\$953.00	\$3,812.00
Other: Indirect					
Administration Subtotal	\$5,556.25	\$5,556.25	\$5,556.25	\$5,556.25	\$22,225.00
GRAND TOTAL	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$280,000.00

*DRPA funds only

**ATTACHMENT D-5**

**STAFFING PLAN
Dispute Resolution Programs Act
FY 2020-21**

Direct Services Program

	Classification/Title	FTE
1	Dispute Resolution Program Director	0.7
2	Conflict Resolution Specialist	1.0
3	Conflict Resolution Specialist	0.6
4	Conflict Resolution Specialist	0.6
5	Conflict Resolution Specialist	0.5
6	Conflict Resolution Specialist	0.8
7	Admin / Finance Specialist	0.1
8	Admin / Office Manager	0.1
9	Admin / Chief Executive Officer	0.1
	TOTAL	4.5

A. SUBRECIPIENT will provide the following activities to 100% of referrals from the Orange County Courts and the Orange County Community:

1. Intake/Problem Assessment
2. Information and Referrals
3. Mediation Services (where applicable)

B. SUBRECIPIENT shall track and report the following activities generated from said referrals:

1. Referrals from the Orange County Courts
2. Referrals from the Orange County Community
3. Intake/Problem Assessment
4. Information and Referrals
5. Cases Opened
6. Proceedings Initiated
7. Cases Closed
8. Cases Resolved
9. Follow-up Surveys

Based on the average volume of referrals and cases over the past three years, SUBRECIPIENT shall perform within the following ranges of service deliverables. However, there is no limit to the number of services provided under this contract and SUBRECIPIENT may exceed the following metrics.

Services	Target Metrics
Intake/Problem Assessment	1,850 assessments
Cases Opened	1,600 cases
Proceedings Initiated	1,550 proceedings
Cases Closed	80% of cases opened (minimum)
Cases Resolved	800 - 1,200 cases
Follow Up Surveys	1 completed survey from 75% of cases opened (minimum)
Information & Referrals	minimum 250 annually
Public Education Presentations:	
-# of presentations	320 - 420 presentations
-# of attendees	6000 – 10,000

C. Public Education Workshops: SUBRECIPIENT will conduct the following number of workshops:

Public Education Workshops
12 workshops

D. Trainings:

- a. Training Sessions: SUBRECIPIENT shall conduct four (4) training sessions in accordance with the DRPA rules and regulations [Article 7.471(a)].
- b. A total of 32 trainees must complete one of the training sessions with no less than 6 trainees per training session.

SUBRECIPIENT shall report the numbers of the above activities on a monthly basis utilizing report templates approved by the COUNTY.

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.
- C. 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.
- G. 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.
- H. 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.
- I. 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.

CONTRACT DELIVERABLES

If SUBRECIPIENT has agreed to provide dispute resolution services to as specified in the CONTRACT. SUBRECIPIENT shall submit the following deliverables on the specified due dates:

Deliverable	Due Date
Statistical Data and Reports as required but not limited to: <ul style="list-style-type: none"> a. COUNTY Statistical Reports (Monthly, Quarterly Encompassing to date number of all Performance Standards Categories and Including no. of Civil, Non-Civil, Community referrals b. DRPA Civil Mediation Services Reports c. Quarterly Demographic Reports d. Quarterly Follow-Up reports, following monthly surveys 	20 th of each month for prior month reporting and quarterly following 20 th day of last quarter month
Attendance and Participation at Monthly, Quarterly Meeting	As Scheduled
DRPA Civil Mediation Meetings	As Scheduled
List of updated Volunteer Lists	Quarterly following 20 th day of last quarter month
Calendar of Training events, Training Outlines	Quarterly following 20 th day of last Quarter month
Calendar of Outreach, Education, Community and other DRPA Events	August 20 th , January 20 th , or when available
Updated Organization Chart, and Program Staff	August 20 th , January 20 th , or when available
Invoices	20 th of each month
Monitoring Reports	As Requested
Printed Materials/Flyers (Training/Events) for approval prior to distribution	7 days prior to distribution
Other DRPA related reports, documents	As requested