



**SECOND AMENDMENT  
TO CONTRACT No. MA-012-22010585**

**BETWEEN THE  
COUNTY OF ORANGE**

**AND  
WAYMAKERS**

**FOR  
DISPUTE RESOLUTION PROGRAMS ACT SERVICES FUNDING  
SOURCE: 100% CIVIL FILING FEES**

This Amendment to Contract No. MA-012-22010585, hereinafter referred to as "Second 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 Waymakers, DUNS No. 12-673-5729, a California non-profit organization, in the State of California with a place of business at 440 Exchange, Suite 250, Irvine, CA 92602-1390, hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

**RECITALS:**

**WHEREAS**, the Parties executed Contract No. MA-012-22010585 (hereinafter referred to as "original Contract"), for the provision of Dispute Resolution Programs Act Services activities commencing July 1, 2022 and terminating June 30, 2025 in the amount of \$600,000; and

**WHEREAS**, the Parties executed Contract No. MA-012-22010585 to utilize Board approved contingency amount and increase by a total of \$20,000; Year One increased by \$7,435 for a new annual maximum amount by \$207,435, and Year Two increased by \$12,565 for a new annual maximum amount of \$212,565, and for a new cumulative maximum obligation amount of \$620,000; and to replace Paragraph 32 – Notices to update Contractor's business address; and to replace Attachment C – Budget with Attachment C-1 and Attachment D – Staffing Plan with Attachment D-1; and

**WHEREAS**, the Parties now desires to enter into this Second Amendment to renew the Contract for an additional one year period beginning July 1, 2025 through June 30, 2026 with annual maximum obligation amount of \$240,000, and for a new cumulative maximum obligation amount of \$860,000; and to replace Attachment A - Scope of Services and General Program Requirements with Attachment A-1, replace Attachment B – Payment/Compensation with Attachment B-1, replace Attachment C-1 - Budget Schedule with Attachment C-2, replace Attachment D-1 – Staffing Plan with Attachment D-2, and replace Attachment E- Performance Standards with Attachment E-1; and replace Exhibit 5 – OC Community Resources Contract Reimbursement Policy with Exhibit 5-1; and

**WHEREAS**, the Parties also desire to amend the contract to replace Article BB – Contingency of Funds from the Contract's General Terms and Conditions; and

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


1. Renew the Contract for an additional one-year period beginning July 1, 2025 through June 30, 2026 with annual maximum obligation amount of \$240,000, and for a new cumulative maximum obligation amount of \$860,000.
2. Replace the Article BB – Contingency of Funds as follows:

BB. Contingency of Funds: Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty. County's obligation to pay Subrecipient, and Subrecipient's rights to be paid and/or retain amounts paid under this Contract, are contingent on the applicable funding source funding the amounts Subrecipient submits for reimbursement under this Contract. If the County, a state or federal agency, or other funding source deems any amount paid under this Contract to be disallowed or ineligible, or if any amount paid to Subrecipient is not funded by the funding source, or if the County is required to repay any amount to the funding source, at any time including following any audit(s), Subrecipient shall repay the County within 30 days' after receiving the County's written demand for repayment
3. Attachment A, Scope of Services and General Program Requirements is hereby replaced with Attachment A-1.
4. Attachment B, Payment/Compensation is hereby replaced with Attachment B-1
5. Attachment C-1, Budget Schedule is hereby replaced with Attachment C-2
6. Attachment D-1, Staffing Plan is hereby replaced with Attachment D-2.
7. Attachment E- Performance Standards is hereby replaced with Attachment E-1.
8. Exhibit 5 – OC Community Resources Contract Reimbursement Policy with Exhibit 5-1.
9. Except as otherwise expressly set forth herein, all terms and conditions contained in the original 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.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Amendment on the dates with their respective signatures:

**\*Waymakers**

By:  \_\_\_\_\_ By: \_\_\_\_\_  
Signed by: Ronnetta J. Johnson 42EE4F128712442...

Name: Ronnetta J. Johnson Name: \_\_\_\_\_  
 (Print) (Print)

Title: CEO Title: \_\_\_\_\_

Dated: 4/23/2025 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 Contractor to a contract, must sign on one of the lines above.

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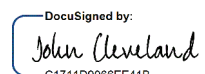
**COUNTY OF ORANGE**

A Political Subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Deputized Purchasing Agent

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL**

By:  John Cleveland Dated: 4/23/2025  
DocuSigned by: John Cleveland C1711D9966EE41B...

DEPUTY COUNTY COUNSEL



**SCOPE OF SERVICES AND GENERAL  
PROGRAM REQUIREMENTS  
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES  
FY 2025-2026**

**Contractor:** Waymakers

**1. Contractor shall comply with the Dispute Resolution Programs Act (DRPA).**

**2. Referral Sources**

A. Contractor 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"> <li>Orange County Justice Centers</li> </ul>	<ul style="list-style-type: none"> <li>Small Claims</li> <li>Civil Mediation Services</li> <li>Limited Civil</li> <li>Elder Abuse</li> <li>Probate Mediations Services</li> <li>Voluntary Settlement Conference Services</li> <li>Family Law Voluntary Settlement Conferences (scheduled at other Justice Centers)</li> <li>Other mediation services as requested by the Court, including but not limited to, in-person and/or virtual services</li> </ul>	<ul style="list-style-type: none"> <li>Maintain regular contacts</li> <li>Develop referrals</li> <li>Intake coordination</li> <li>Mediation duties</li> <li>Staff and volunteer support</li> </ul>
<ul style="list-style-type: none"> <li>Family Centric Programs</li> </ul>	<ul style="list-style-type: none"> <li>Dissolution of Marriage (Divorce)</li> <li>Dissolution of Domestic Partnership</li> <li>Legal Separation</li> <li>Post Judgment Modifications</li> <li>Child Custody and Visitation</li> <li>Spousal Support</li> <li>Property Division</li> <li>Parent/Child Disputes</li> <li>Other Family Issues</li> </ul>	<ul style="list-style-type: none"> <li>Maintain regular contacts</li> <li>Develop referrals</li> <li>Perform intake</li> <li>Resolve cases through mediation</li> </ul>
<ul style="list-style-type: none"> <li>Legal Aid Society of Orange County</li> </ul>	<ul style="list-style-type: none"> <li>Landlord/Tenant</li> <li>Neighbor/Neighbor</li> <li>Employment</li> <li>Consumer/Merchant</li> <li>Domestic/Household</li> <li>Personal Injury/Property Damage</li> <li>Business/Business</li> </ul>	<ul style="list-style-type: none"> <li>Maintain regular contacts</li> <li>Develop referrals</li> <li>Perform intake</li> <li>Resolve cases through mediation</li> </ul>



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<ul style="list-style-type: none"> <li>Orange County Juvenile Probation Dept. /Sheriff Dept./Local Police Depts.</li> </ul>	<ul style="list-style-type: none"> <li>Neighbor/Neighbor</li> <li>Domestic/Household</li> <li>Intergroup/Cross-Cultural</li> <li>Police/Community</li> <li>Criminal (Juvenile)</li> <li>Landlord/Tenant</li> <li>Family/Domestic Household</li> <li>Business/Business</li> </ul>	<ul style="list-style-type: none"> <li>Maintain regular contacts</li> <li>Develop referrals</li> <li>Perform intake</li> <li>Resolve cases through mediation</li> </ul>
<ul style="list-style-type: none"> <li>Other: Non-Profit Organizations, Government Offices, Community Centers, Schools, Community Mediations, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Landlord/Tenant</li> <li>Neighbor/Neighbor</li> <li>Employment</li> <li>Consumer/Merchant</li> <li>Domestic/Household</li> <li>Personal Injury/Property Damage</li> <li>Business/Business</li> <li>Workplace/Employment</li> <li>School</li> <li>Intergroup/Cross-Cultural</li> <li>Police/Community</li> </ul>	<ul style="list-style-type: none"> <li>Maintain regular contacts</li> <li>Develop referrals</li> <li>Perform intake</li> <li>Resolve cases through mediation</li> </ul>

**3. Volunteer Coordination**

- A. Contractor shall cultivate 15 volunteer mediators to provide DRPA services per fiscal year.
- B. Contractor shall ensure all volunteer mediators are trained.
- C. Contractor shall ensure volunteer hours are documented.

**4. Collaborative Participation**

- A. Contractor shall maintain active participation in the Dispute Resolution “Collaborative”, as defined as all the funded Dispute Resolution Contractors 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) Contractor shall provide 2 mandated mediation trainings per fiscal year.

**5. Education and Outreach Services in Orange County**

- A. Contractor shall provide 7 educational workshops per fiscal year.
- B. Contractor shall provide 250-325 public presentations regarding the availability of DRPA services



**SCOPE OF SERVICES AND GENERAL  
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per fiscal year.

- C. Contractor shall initiate media activities appropriate for DRPA.
- D. Contractor 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;
- 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. Contractor shall ensure all volunteer mediators are trained based on the DRPA regulations. Contractor shall ensure volunteer hours are documented;
- H. Maintain active participation in the Dispute Resolution "Collaborative," defined as all of the funded Dispute Resolution Contractors 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. Contractor 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



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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. Contractor shall cultivate volunteer mediators to provide DRPA services.
- B. Contractor shall ensure all volunteer mediators meet the program training requirements.
- C. Contractor 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 acquires 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. Service Providers shall provide educational workshops that promote the availability of dispute resolution service.
- B. Service Providers shall provide public presentations regarding the availability of DRPA services.
- C. Service Providers shall disseminate brochures and flyers regarding the availability of DRPA services to the Orange County community with the County's approval.

**10. Reports**

- A. Contractor shall maintain records, statistical reports, data and information as required by the County in electronic form.
- B. Contractor 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





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maintain the confidentiality and anonymity of the persons employing the dispute resolution process.

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

## **11. County Operating Hours**

The County of Orange hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

Contractor must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Native American Day	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day





**PAYMENT/COMPENSATION**  
**Dispute Resolution Programs Act (DRPA) Services**  
**FY 2025-2026**

**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$240,000 for 12-months (July 1, 2025 – June 30, 2026, as set forth in Attachment A-1 (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 exceeding the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P 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:**

Invoices are to be submitted in arrears for the reimbursement of costs shall be submitted by following the invoice submission instructions specified below, upon the completion of the services/activities. 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 rest 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 and/or are not eligible for reimbursement allowable costs.

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. In the event a cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. If a state or federal agency, or other funding source for this Contract, deems an amount paid under the Contract ineligible or disallowed, demands the County repay amounts previously paid to Subrecipient, or does not fund amounts paid to Subrecipient, Subrecipient shall promptly repay the County for all such amounts. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10<sup>th</sup> in one lump sum.

**4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide a monthly invoice for services rendered. Each invoice will be numbered and will include the following information:

1. Subrecipient name and address



**PAYMENT/COMPENSATION**  
**Dispute Resolution Programs Act (DRPA) Services**  
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2. Subrecipient remittance address (if different from 1 above)
3. Name of County Agency Department
4. County Contract 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-1)
9. Subrecipient Federal I. D. number
10. Total

The Subrecipient shall use the Invoice Workbook template created and provided by the County in Excel format. Subrecipient are required to enter data in the following tabs within the workbook: Provider Information, Staffing Plan, Transactions, Salaries and Benefits, and Invoice. All transactions and expenditures made during the invoice month will auto populate into the Subrecipient's invoice tab. After the Subrecipient verifies the expenditures on the invoice tab, the Subrecipient must print, sign, and upload the monthly invoice utilizing the links provided within the workbook, invoice tab. The Subrecipient may also use a digital signature using Docusign prior to submitting the final invoice.

Subrecipient will be required to upload documents during two periods. (1) At the time the invoice is submitted (abbreviated) and (2) After the invoice has been processed (comprehensive). The Subrecipient, at their discretion, may upload both abbreviated and comprehensive documentation upon initial invoice submission. Further instructions regarding invoicing/reimbursement requirements as set forth in Exhibit 5-1, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

Subrecipient's invoice(s) must be submitted virtually and uploaded to the links within the invoice tab of Subrecipient's Invoice Workbook provided by the County, for this Contract. Subrecipient shall upload all necessary documents with each invoice including, but not limited to, the required supporting documentation for expenditures reported in the respective month's invoice and monthly data or deliverable reports of services provided within the month invoiced.

Subrecipient will follow County instructions to upload comprehensive back-up documentation to designated files for monthly expenses after the monthly invoice has been approved and payment received. Comprehensive back-up documentation must be received for the prior month before payment is released for the subsequent month.

## **5. SUPPLEMENTAL INVOICE SUBMISSIONS:**

Subrecipients will be allowed a one-month grace period to submit expenditures incurred in a prior month that were not reported due to impossibility or no fault of Subrecipient, in the following month's invoice for reimbursement. All supporting documentation for the expenditure(s) that were not submitted in the prior month should be included with the required support documentation in Subrecipient's submission for the subsequent month. Expenditures incurred, but not reported, within the month, or the subsequent month, due to impossibility or no fault of Subrecipient must be reported in one final supplemental invoice before the end of the term of the Contract with the final close-out invoice. Approval of any additional supplemental invoices within the Contract term due to extenuating and justifiable circumstances, may be reviewed and approved by the County in its sole and absolute discretion.



**PAYMENT/COMPENSATION**  
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**FY 2025-2026**

Expenditures incurred in a prior month, but not reported until the subsequent month's invoice, must be for expenditures that were allowable at the time of purchase, or at the time the cost was incurred, under the Subrecipient's approved budget. Reporting expenditures in a subsequent month, cannot be utilized to circumvent the budget revision or budget modification process by spending funds that have not been fully approved by the County.

## **6. MONTHLY OPERATING COSTS**

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to the County, by the tenth (10<sup>th</sup>) day of each month, showing the prior month's actual expenditures. If the 10<sup>th</sup> falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program, each such program shall be invoiced separately from all other programs, and separate substantiating reports shall be submitted for each program, unless otherwise approved by the County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by the OOA/WEDD Director and/or OCCS Director or OCCS Deputy Director.
- B. In cases where errors or disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11<sup>th</sup> month invoice and the 12<sup>th</sup> month close-out invoice. Unsupported or disallowed cost identified in the 11<sup>th</sup> and 12<sup>th</sup> month invoices will not be paid.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.31 and 45 CFR 75.2.
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, the County, may withhold payment or a portion thereof until such time as Subrecipient comes into compliance.
- F. Any late submission for the July thru April invoices will result in a finding during program monitoring. A Corrective Action Plan (CAP) will be required to address this finding.
- G. The County, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by the County, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or for any other activities not authorized by this Contract; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.



**PAYMENT/COMPENSATION**  
**Dispute Resolution Programs Act (DRPA) Services**  
**FY 2025-2026**

- H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of the Contract, provided such payment is approved by the County as described in the following sentence. Upon receipt of sufficient written justification and documentation from the Subrecipient, as determined in the sole and absolute discretion of \_\_\_\_\_ the County has the discretion, in any given month, to pay over the monthly one-twelfth of the contract maximum obligation.

## **7. BUDGET REVISIONS & BUDGET MODIFICATIONS**

- A. Budget Revisions are changes made to the detailed negotiated budget by the approved parties and submitted to the County. Detailed budgets contain all details to the budget and including but not limited to the major cost categories listed in Attachment C-2 of this Contract. Budget Revisions are only applicable to Contract funding changes, e.g. budget increases or decreases. A Budget Revision will require an amendment to the Contract. The execution and approval of a Contract amendment is required prior to the Subrecipient expending funds under the modified budget. Until the required Contract amendment is executed to approve the Budget Revision, the terms of the existing budget shall continue to govern Subrecipient. Expenditures made prior to approval of the Contract amendment and new budget will be the responsibility of the Subrecipient and will not be reimbursed by the County.
1. The County shall have the right but not the obligation to initiate a Budget Revision at the County's sole and absolute discretion.
- B. The term "Budget Modification(s)" shall mean changes made to the approved budgeted line-items that result from Subrecipient's submission of a request for funds to be transferred within and/or across cost categories in the budget. Budget modifications within cost categories will require an approved Budget Modification Request Form signed by the County. A Budget Modification across cost categories listed in Attachment C-2 (Budget Schedule) of this Contract, will require an amendment to the Contract. The execution and approval of a Budget Modification or Contract amendment is required prior to the Subrecipient expending funds under the modified budget. Until the required Contract amendment is executed to approve the Budget Modification, the terms of the existing budget shall continue to govern Subrecipient. Expenditures made prior to approval of the Contract amendment and new budget will be the responsibility of the Subrecipient and will not be reimbursed by the County.
1. Budget Modifications initiated by the Subrecipient are limited to no more than three (3) times per program, per Fiscal Year.
  2. Budget Modification requests will not be allowed after the third quarter of the Contract's fiscal year term. Modification requests must be submitted no later than March 31<sup>st</sup> of each fiscal year, however, third quarter ending may vary based on contract term.
  3. Additional Budget Modification requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.

## **8. FULL COMPENSATION**



**PAYMENT/COMPENSATION**  
**Dispute Resolution Programs Act (DRPA) Services**  
**FY 2025-2026**

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.

**9. INTEREST EARNED**

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its file's full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
  - i. The best reasonably available interest-bearing account would not be expected to earn interest in exceeding \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
  - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

**BUDGET SCHEDULE**

**Dispute Resolution Programs Act (DRPA) Services**  
**July 1, 2025 – June 30, 2026**

1. Contractor's Budget Fiscal Year 2025-26 (July 1, 2025 through June 30, 2026):

COST CATEGORIES	DRPA GRANT	IN-KIND		TOTAL
		CASH NON-GRANT	NON-CASH NON-GRANT	
Program (Direct Costs)	\$216,000		\$240,000	\$456,000
Administration* (Indirect Costs)	\$24,000			\$24,000
Total Budgeted Costs	\$240,000		\$240,000	\$480,000

*\*Cannot exceed 10% of total funding*

2. Budgets contained in this Attachment C-2 of this Contract are high-level budgets and may require approval by the Orange County Board of Supervisors and/or the County Designee. Subrecipient will submit a negotiated Detailed Budget to the County to be reviewed and approved by the County, if the budget is appropriate, prior to submission of July invoice(s). Budget templates will be provided by the County and must be used by Subrecipient. In support of the monthly invoice, Subrecipient shall submit monthly invoices using the Invoice Workbook provided and will report actual costs. Invoices shall correlate with, and be submitted based on, the approved detailed budget(s).
3. Subrecipient may request to shift funds between programs, or between budgeted line items within a cost category, for the purpose of meeting specific program needs by utilizing a Budget Modification Request Form provided by the County. Subrecipient must include a justification narrative specifying the purpose(s) of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient must obtain written approval of Budget Modification Request(s) from County prior to implementation or making expenditures under the proposed modification budget.





**STAFFING PLAN**  
**Dispute Resolution Programs Act (DRPA) Services FY**  
**2025-2026**

**Direct Services Program**

	<b>Classification/Title</b>	<b>FTE</b>
	Program Director	0.09
	DRS Supervisor	0.80
	Case Coordinator- Bil	1.00
	Case Coordinator Assistant	0.50
	TOTAL	2.39

\*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.





**PERFORMANCE STANDARDS  
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES  
FY 2025-2026**

A. Contractor 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. Contractor 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, Contractor shall perform within the following ranges of service deliverables. However, there is no limit to the number of services provided under this contract and Contractor may exceed the following metrics.

Services	FY 2025-26 Target Metrics
Intake/Problem Assessment	1,000
Cases Opened	750
Proceedings Initiated	700
Cases Closed	80% of cases opened (minimum)
Cases Resolved	500
Follow Up Surveys	1 completed survey from 75% of cases opened (minimum)
Information & Referrals	150
Public Education Presentations:	
-# of presentations	250-350
-# of attendees	3,000 – 4,000



**PERFORMANCE STANDARDS  
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES  
FY 2025-2026**

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

Public Education Workshops	
FY 2025-26	8

D. Trainings:

- a. Training Sessions: Contractor shall conduct two (2)\* training sessions per fiscal year in accordance with the DRPA rules and regulations [Article 7.471(a)].
- b. A total of 15\* trainees must complete one of the training sessions per fiscal year with no less than 6\* trainees per training session.

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

*\*Metrics are subject to change with the service delivery determined by Orange County courts.*



**PERFORMANCE STANDARDS  
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES  
FY 2025-2026**

**DISPUTE RESOLUTION PROGRAM PERFORMANCE - 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



**PERFORMANCE STANDARDS  
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES  
FY 2025-2026**

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.



**PERFORMANCE STANDARDS  
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES  
FY 2025-2026**

**DISPUTE RESOLUTION PROGRAM CONTRACT DELIVERABLES**

Contractor shall provide the dispute resolution services to as specified in the Contract.  
Contractor shall submit the following deliverables on the specified due dates:

<b>Deliverable</b>	<b>Due Date</b>
Statistical Data and Reports as required but not limited to: <ul style="list-style-type: none"> <li>a. County Statistical Reports (Monthly, Quarterly Encompassing to date number of all Performance Standard Categories and Including no. of Civil, Non-Civil, Community referrals</li> <li>b. DRPA Civil Mediation Services Reports</li> <li>c. Quarterly Demographic Reports</li> <li>d. Quarterly Follow-Up reports, following monthly surveys</li> </ul>	20th of each month for prior month reporting and quarterly following 20th 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 20th day of last quarter month
Calendar of Training events, Training Outlines	Quarterly following 20th day of last Quarter month
Calendar of Outreach, Education, Community and other DRPA Events	August 20th, January 20th, or when available
Updated Organization Chart, and Program Staff	August 20th, January 20th, or when available
Invoices	20th 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



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: July 1, 2024

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor/Subrecipient is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor/Subrecipient is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor/Subrecipient must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's/Subrecipient's performance, the County may designate Contractor/Subrecipient to submit "abbreviated" or "comprehensive" documentation, as identified in the respective sections. Upon designation, Contractor/Subrecipient will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor/Subrecipient is required to submit Abbreviated Documentation Requirements, this does not preclude the County from requesting additional documentation. When Contractor/Subrecipient is required to submitting comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor/Subrecipient must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

For OC Housing & Community Development:

OC Community Resources Accounting  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For OC Community Services:

Via virtual folder designated and provided by OC Community Services. The virtual folder will include a customized Budget Expenditure Workbook for each contract.

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts



10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES:** Inquiries related to OC Housing & Community Development may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com). Inquiries related to OC Community Services may be directed to the designated Program Manager or to OCCS Contract Monitoring & Program Compliance (CMPC) at: [OCCS.CMPC@occr.ocgov.com](mailto:OCCS.CMPC@occr.ocgov.com).