



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

This Amendment to Contract No. 17-28-0002-DRPA, hereinafter referred to as "Fourth 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 1300 S. Grand Ave., Bldg. B, 1st Floor, Santa Ana, CA 92705, hereinafter referred to as "Subrecipient," with County and Subrecipient sometimes referred to as "Party", or collectively as "Parties."

RECITALS:

WHEREAS, County and Subrecipient entered into Contract No. 17-28-0002-DRPA (hereinafter referred to as "Original Contract"), for the provision of Dispute Resolution Program Act Services activities commencing October 1, 2017 and terminating June 30, 2020 in the amount of \$825,000; and

WHEREAS, the County executed First Amendment to decrease the contract in the amount of \$137,500 for a new maximum obligation amount of \$687,500, and modified Paragraph 4. Maximum Obligation.

WHEREAS, the County replaced Attachment A – Scope of Services and General Program Requirements with Attachment A-1, replaced Attachment B – Payment/ Compensation with Attachment B-1, replaced Attachment C – Budget with Attachment C-1, replaced Attachment D – Staffing Plan with Attachment D-1, and replaced Attachment E – Performance Standards with Attachment E-1; and

WHEREAS, the Subrecipient's address was change to 1801 E. Edinger Ste. 115, Santa Ana, CA 92705, effective November 1, 2017; and

WHEREAS, the County executed Second Amendment to replace Attachment C-1 Budget

with Attachment C-2, and replace Attachment D-1 Staffing Plan with Attachment D-2; and

WHEREAS, the County executed Third Amendment to increase the contract in the amount of \$7,500 for a new maximum obligation amount of \$695,000 and replace Attachment A-1 – Scope of Services and General Program Requirements with Attachment A-2, replace Attachment C-2 – Budget with Attachment C-3, replace Attachment D-2 – Staffing Plan with Attachment D-3, and replace Attachment E-1 – Performance and Standards with Attachment E-2; and

WHEREAS, the County now desires to execute Fourth Amendment to increase the contract in the amount of \$30,000 for a new maximum obligation amount of \$725,000 and replace Attachment A-2 – Scope of Services and General Program Requirements with Attachment A-3, replace Attachment B-1—Payment/Compensation with Attachment B-2, replace Attachment C-3 – Budget with Attachment C-4, replace Attachment D-3 – Staffing Plan with Attachment D-4, and replace Attachment E-2 – Performance and Standards with Attachment E-3; and

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

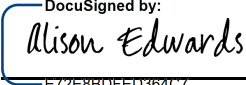
1. Increase contract in the amount of \$30,000 for a new maximum obligation amount of \$725,000.
2. Replace Attachment A-2 – Scope of Services and General Program Requirements with Attachment A-3.
3. Replace Attachment B-1 – Payment/Compensation with Attachment B-2.
4. Replace Attachment C-3 – Budget with Attachment C-4.
5. Replace Attachment D-3 – Staffing Plan with Attachment D-4.
6. Replace Attachment E-2 – Performance and Standards with Attachment E-3.

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 Fourth Amendment on the dates with their respective signatures:

***Orange County Human Relations Council**

By:  _____
E72E8BDFED364C7...

By: _____

Name: Alison Edwards _____
(Print)

Name: _____
(Print)

Title: CEO _____

Title: _____

Dated: 5/7/2019 _____

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.

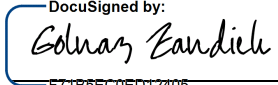
For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By:  _____
F71B5EC0EDT2405...

Dated: 5/7/2019 _____

**ATTACHMENT A-3 – SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

Contractor: Orange County Human Relations Council

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 (To be filled in by Contractor)	Services to be Provided
<ul style="list-style-type: none"> • Justice Centers 	<ul style="list-style-type: none"> • Small Claims • Small Claims Appeals • Judgment/Debtor • Unlawful Detainers • Limited Civil • Mandatory Settlement Conferences • Civil Harassment • Family Court 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop referrals • Perform intake • Resolve cases through mediation
<ul style="list-style-type: none"> • Lamoreaux Justice Center and Other Family Centric Programs, effective 2017-2020 	<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, effective 2017-2020 	<ul style="list-style-type: none"> • Landlord/Tenant • Neighbor/Neighbor • Employment • Consumer/Merchant • Domestic/Household 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop referrals • Perform intake • Resolve cases through mediation

**ATTACHMENT A-3 – SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS
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Referral Source	Type(s) of Referrals (To be filled in by Contractor)	Services to be Provided
<ul style="list-style-type: none"> • Orange County Juvenile Probation Dept. /Sheriff Dept./Local Police Depts. Effective 2017-2020 	<ul style="list-style-type: none"> • Neighbor/Neighbor • Domestic/Household • Intergroup/Cross-Cultural • Police/Community 	<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, etc. Effective 2017-2020 	<ul style="list-style-type: none"> • Landlord/Tenant • Neighbor/Neighbor • Employment • Consumer/Merchant • Domestic/Household • Accidents • School • Intergroup/Cross-Cultural • Police/Community 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop referrals • Perform intake • Resolve cases through mediation
<ul style="list-style-type: none"> • West Justice Center, effective April 2, 2019 	<ul style="list-style-type: none"> • Small Claims • Civil Harassment • Unlawful Detainers 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop referrals • Perform intake • Resolve cases through mediation

3. Volunteer Coordination

A. Contractor shall cultivate the following number of volunteer mediators to provide DRPA services:

- FY 2017-18 (October 1, 2017 – June 30, 2018): 12
- FY 2018-19: 17
- FY 2019-20: 16

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 of 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.

**ATTACHMENT A-3 – SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

- (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 3 mandated mediation training per year.

5. Education and Outreach Services in Orange County

A. Contractor shall provide the following number of educational workshops:

- FY 2017-18 (October 1, 2017 – June 30, 2018): 4
- FY 2018-19: 7
- FY 2019-20: 7

B. Contractor shall provide the following number of public presentations regarding the availability of DRPA services:

- FY 2017-18 (October 1, 2017 – June 30, 2018): 195
- FY 2018-19: 371
- FY 2019-20: 292

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:

Advocate, publicize and encourage the use of dispute resolution services through the use of cable television spots, local news programs and other communications media;

- A. Offer effective alternatives to formal court proceedings for the settlement of disputes (which include conciliation, mediation and arbitration);
- B. Be fully qualified through DRPA mandated mediation training and relevant experience to mediate a wide variety of disputes arising with the County;
- C. Make maximum use of local resources including in-kind support, volunteers and public facilities;
- D. 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);
- E. 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);

**ATTACHMENT A-3 – SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS
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- F. Cultivate volunteer mediators to provide DRPA services. Contractor shall ensure all volunteer mediators are training based on the DRPA regulations. Contractor shall ensure volunteer hours are documented;
- G. 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
- H. 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 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).

**ATTACHMENT A-3 – SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS
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FY 2017-20**

- 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 or 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. 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 initiate media activities appropriate for DRPA.
- D. Service Providers shall disseminate brochures and flyers regarding the availability of DRPA services to the Orange County community with CID's collaboration and 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 25th 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. 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.

**ATTACHMENT B-2****PAYMENT/COMPENSATION****1. COMPENSATION:**

This is a cost reimbursable Contract between the County and the Subrecipient for up to \$187,500 for the period one (October 1, 2017 – June 30, 2018); \$257,500 for the period two (July 1, 2018 – June 30, 2019); \$280,000 for the period three (July 1, 2019 – June 30, 2020) as set forth in Attachment A-3 - 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
 1770 North Broadway, 4th floor
 Santa Ana, CA 92706-2642
 Attention: Accounts Payable



ATTACHMENT B-2

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)
9. Subrecipient's Federal I. D. number
10. Total

**ATTACHMENT C-4 – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

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

**ATTACHMENT C-4 – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

* 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

**ATTACHMENT C-4 – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

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

**ATTACHMENT C-4 – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

* 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

**ATTACHMENT C-4 – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

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	\$ 239,960.00	\$ 85,700.00	\$ 325,660.00	
	Benefits	\$ 40,040.00	\$ 14,300.00	\$ 54,340.00	
	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			\$ 180,000.00	
	Travel / Mileage			\$ -	
Other:			\$ -		
Program Subtotal	\$ 280,000.00	\$ 100,000.00	\$ 180,000.00	\$ 560,000.00	
ADMINISTRATION *	Administration *:				
	Salaries			\$ -	
	Benefits			\$ -	
	Other: Indirect			\$ -	
	Other:			\$ -	
	Other: Subtotal	\$ -	\$ -	\$ -	\$ -
	Administration Subtotal	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 280,000.00	\$ 100,000.00	\$ 180,000.00	\$ 560,000.00	
Percentage of Total		0%			

* Cannot exceed 10% of total requested funding

**ATTACHMENT C-4 – BUDGET DETAIL AND EXPENDITURE PLANS
DISPUTE RESOLUTION PROGRAMS ACT
FY 2017-20**

* 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	\$ 59,990.00	\$ 59,990.00	\$ 59,990.00	\$ 59,990.00	\$ 239,960.00
Benefits	\$ 10,010.00	\$ 10,010.00	\$ 10,010.00	\$ 10,010.00	\$ 40,040.00
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



STAFFING PLAN
Dispute Resolution Programs Act
FY 2017-20

Direct Services Program

	Classification/Title	FTE
1	Dispute Resolution Program Coordinator	0.80
2	Civil Court Mediation 2/Mediator	0.80
3	Civil Court Mediation 1/Mediator	1.00
4	Family Court Mediation/Mediator	0.80
5	Community Mediation/Mediator	0.60
6	Volunteer Coordinator/Mediator	0.40
	TOTAL	4.40



**ATTACHMENT E-3
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

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.

Target Metrics			
Services	FY 17-18* (October 1, 2017 - June 30, 2018)	FY 18-19	FY 19-20
Intake/Problem Assessment	906 assessments	1245 assessments	1,353 assessments
Cases Opened	694 - 750 cases	954-1030cases	1,038- 1,120 cases
Proceedings Initiated	592 - 645 proceedings	844-886 proceedings	885-964 proceedings
Cases Closed	80% of cases opened (minimum)	80% of cases opened (minimum)	80% of cases opened (minimum)
Cases Resolved	442 - 483 cases	626-665 cases	661-723 cases
Follow Up Surveys	1 completed survey from 50% of cases opened (minimum)	1 completed survey from 50% of cases opened (minimum)	1 completed survey from 50% of cases opened (minimum)
Information & Referrals	120 minimum for 9-month period	165minimum annually	180 minimum annually
Public Education Presentations:			
-# of presentations	172 - 270 presentations	237-371presentations	258-404 presentations
-# of attendees	4,680 - 6,480	6428-8,900	6,989-9,677



**ATTACHMENT E-3
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

C. Public Education Presentations: Contractor will conduct the following number of presentations:

Public Education Workshops		
FY 17-18* (October 1, 2017 - June 30, 2018)	FY 18-19	FY 19-20
4 presentations	7 workshops	7 presentations

D. Trainings:

- a. Training Sessions: contractor shall conduct three (3) training sessions in accordance with the DRPA rules and regulation and shall be held on a quarterly basis commencing in the second quarter of the program year [Article 7.471(a)].
- b. A total of 15 trainees must complete one of the training sessions during the period of October 1, 2017 – June 30, 2018 in FY 2017-18; 21 trainees in FY 2018-19; and 20 trainees in FY 2019-20 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.



**ATTACHMENT E-3
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

**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).



**ATTACHMENT E-3
DISPUTE RESOLUTION PROGRAM
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- 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.



**ATTACHMENT E-3
DISPUTE RESOLUTION PROGRAM
PERFORMANCE
FY 2017-2020**

DISPUTE RESOLUTION PROGRAM AGREEMENT DELIVERABLES

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

Deliverable	Due Date
Statistical Data and Reports as required but not limited to: <ol style="list-style-type: none"> a. County Statistical Reports (Monthly, Quarterly Encompassing to date number of all Performance Standard 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