

Amendment No. Four to
Contract No. MA-012-22011318
Between
County of Orange
And
We Are Groundswell dba Groundswell
For
DISPUTE RESOLUTIONS PROGRAMS ACT (DRPA) SERVICES
FUNDING SOURCE: 100% CIVIL FILING FEES

This AMENDMENT No. Four to Contract MA-012-22011318 (hereinafter referred to as "Amendment No. Four") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and We Are Groundswell dba Groundswell, ("Subrecipient"), with County and Subrecipient sometimes individually referred to as "Party" or collectively referred to as "Parties".

Recitals

WHEREAS, County and Subrecipient entered into Contract MA-012-22011318 for Dispute Resolutions Programs Act (DRPA) Services, effective Friday, July 1, 2022, through June 30, 2025, in the Not-to-Exceed Amount of \$600,000, ("Contract"); and,

WHEREAS, the Parties executed a First Amendment to amend the Contract to utilize Board approved contingency amount and increase by a total of \$20,000; year one increased by \$5,000 for a new annual maximum amount of \$205,000, and year two increased by \$15,000 for a new annual maximum amount of \$215,000, and for a new cumulative maximum obligation amount of \$620,000; and to replace Attachment C – Budget with Attachment C-1 and Attachment D – Staffing Plan with Attachment D-1; and,

WHEREAS, the Parties executed a Second Amendment to amend the Contract to replace Attachment C-1 – Budget with Attachment C-2 with no cost increases to the maximum amount; and,

WHEREAS, the Parties executed Third 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, 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-2 - Budget Schedule with Attachment C-3, and 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 now desire to enter into this Fourth Amendment to Renew the Contract for one (1) year effective July 1, 2026, through June 30, 2027, with a new annual maximum obligation of \$240,000, with a cumulative contract total of \$1,100,000; and to replace Attachment A-1 - Scope of Services and General Program Requirements with Attachment A-2, replace Attachment B-1 – Payment and Compensation with Attachment B-2, replace Attachment C-3 - Budget Schedule with Attachment C-4,

County of Orange
OC Community Resources

MA-012-22011318
DISPUTE RESOLUTIONS PROGRAMS ACT (DRPA)
SERVICES

Page 1 of 3
We Are Groundswell
dba Groundswell

replace Attachment D-2 – Staffing Plan with Attachment D-3, and replace Attachment E-1- Performance Standards with Attachment E-2; and,

NOW THEREFORE, the Parties agree as follows:

1. The term of the Contract described in Contract Article 2 ("Term of Contract") is hereby extended an additional year as follows:

The Contract is hereby renewed for one (1) year, effective July 1, 2026, through June 30, 2027, with an annual maximum obligation of \$240,000, unless otherwise terminated as provided herein.

2. Attachment A-1, Scope of Services and General Program Requirements:

Attachment A-1, Scope of Services and General Program Requirements is hereby replaced with Attachment A-2.

3. Attachment B-1, Payment and Compensation:

Attachment B-1, Payment and Compensation is hereby replaced with Attachment B-2.

4. Attachment C-3, Budget Schedule:

Attachment C-3, Budget Schedule is hereby replaced with Attachment C-4.

5. Attachment D-2, Staffing Plan:

Attachment D-2, Staffing Plan is hereby replaced with Attachment D-3.

6. Attachment E-1, Performance Standards:

Attachment E-1, Performance Standards is hereby replaced with Attachment E-2.

7. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

We Are Groundswell dba Groundswell

If the Subrecipient is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signed by: <i>Alison Edwards</i> 4C43F15AE8DF482 Signature	Alison Edwards	CEO	4/9/2026
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Deputy Procurement Agent	Title	Date
-----------	------	--------------------------	-------	------

Approved as to form:
Office of the County Counsel

Signed by: <i>John Cleveland</i> 74000032EE65457 Signature	John Cleveland	Deputy	4/10/2026
Signature	Name	Title	Date



**ATTACHMENT A-2
SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

Subrecipient: We Are Groundswell dba Groundswell

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"> Orange County Justice Centers 	<ul style="list-style-type: none"> Small Claims Civil Mediation Services Limited Civil Elder Abuse Probate Mediations Services Voluntary Settlement Conference Services Family Law Voluntary Settlement Conferences (scheduled at other Justice Centers) Other mediation services as requested by the Court, including but not limited to, in-person and/or virtual services 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Intake coordination Mediation duties Staff and volunteer support
<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 	<ul style="list-style-type: none"> Maintain regular contacts Develop referrals Perform intake Resolve cases through mediation



**ATTACHMENT A-2
SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

	<ul style="list-style-type: none"> • Business/Business 	
<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 • Business/Business • Workplace/Employment • School • Intergroup/Cross-Cultural • Police/Community 	<ul style="list-style-type: none"> • Maintain regular contacts • Develop referrals • Perform intake • Resolve cases through mediation

3. Volunteer Coordination

- A. Subrecipient shall cultivate 16 volunteer mediators to provide DRPA services per fiscal year.
- 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 all 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.



**ATTACHMENT A-2
SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

(b) Providing such staff support as necessary to maintain high quality service level.

B. Mandated DRPA training in Orange County

(1) Subrecipient shall provide 2 mandated mediation trainings per fiscal year.

5. Education and Outreach Services in Orange County

A. Subrecipient shall provide 6 educational workshops per fiscal year.

B. Subrecipient shall provide 200-400 public presentations regarding the availability of DRPA services per fiscal year.

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;

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 trained 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



**ATTACHMENT A-2
SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

- 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 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



**ATTACHMENT A-2
SCOPE OF SERVICES
AND GENERAL PROGRAM REQUIREMENTS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

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. 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.

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.

Subrecipient 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



**ATTACHMENT B-2
PAYMENT AND COMPENSATION**

DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES

I. COMPENSATION

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$240,000 beginning July 1, 2026, through June 30, 2027. 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 P of the County's General Terms and Conditions.

II. BUDGETS

- A. Detailed Budget: Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of invoices, a detailed budget must be submitted to the County for approval. Budget templates will be provided by the County through the assigned Box Folder. Invoices shall be submitted based upon these detailed budgets.
- B. Budget revisions are changes made to the budget line items on Attachment C-3.
 - 1) Budget revisions initiated by Subrecipient must be limited to no more than two (2) times per program, per Fiscal Year.
 - 2) Budget revisions requests initiated by Subrecipient must be submitted no later than 60 days before the end of the contract term.
- C. Budget modifications are changes made to the detailed budget.
 - 1) Budget modifications initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
 - 2) Budget modification requests are approved based on County discretion.
- D. Subrecipient must include a justification narrative specifying the purpose of the revision or modification.
- E. All additional budget revision and budget modification requests initiated by Subrecipient may be denied. Special consideration may be given for extenuating circumstances, but approval is not guaranteed.

III. PAYMENT TERMS

Invoices are to be submitted in arrears to the agency/department. An invoice for the reimbursement of costs shall be submitted as specified below upon the completion of the services/activities and approval of the County. Payment shall be made within thirty (30) days after receipt of a properly prepared invoice in a format acceptable to the County. All invoices shall be verified and approved by County prior to payment and processed in accordance with the County's routine procedures. 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 or allowable costs



**ATTACHMENT B-2
PAYMENT AND COMPENSATION**

DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES

under all applicable laws, regulations, and requirements set forth in Paragraph T (Compliance with Law) of this Contract.

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. If costs are disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle and/or Subrecipient will reimburse the County for disputed/disallowed monies in one lump sum upon identification of the disputed/disallowed costs.

IV. INVOICING INSTRUCTIONS

- A. Subrecipient shall submit an invoice(s) and other substantiating reports as County may require, all in a form satisfactory to County, by the twentieth (20th) day of each month. If the 20th falls on a weekend or holiday, the invoice/data report is due on the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by County.
- 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 11th month invoice and 12th month close-out invoice.
- C. No payments will be made if any preceding months' invoices are outstanding, unless otherwise approved by the County.
- D. No payments will be made for costs incurred by Subrecipient which are determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR Part 200.31 and 45 CFR 75.2)
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, County may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission for the 1st through 10th invoices will result in technical assistance finding during program monitoring.

Further instructions regarding invoicing/reimbursement requirements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

V. CLOSE OUT DEADLINES

- A. The 11th month invoice is due on the 10th of the 12th month of the contract without exception. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of the month following the end of the contract term, without exceptions. In cases of returned invoices due to errors or Disallowed costs,



**ATTACHMENT B-2
PAYMENT AND COMPENSATION**

DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES

Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.

- C. Request for invoice revisions from the Subrecipient will only be allowed at the County's discretion.
- D. Subrecipient must submit the 12th month invoice estimates by the 10th of the 12th month of the contract. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the 11th and 12th month invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

VI. FULL COMPENSATION

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.



**ATTACHMENT C-4
BUDGET SCHEDULE**

DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES

1. Subrecipient’s Budget (July 1, 2026 through June 30, 2027):

COST CATEGORIES	DRPA GRANT	IN-KIND		TOTAL
		CASH NON-GRANT	NON-CASH NON-GRANT	
Program Costs (Direct Costs)	\$225,000	\$175,400	\$64,600	\$465,000
Administration Costs* (Indirect Costs)	\$15,000			\$15,000
AMOUNT NOT TO EXCEED	\$240,000	\$175,400	\$64,600	\$480,000

**Cannot exceed 10% of total funding*

2. Budget(s) contained in Attachment C-4 of this Contract are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of August 2026 invoice(s), the negotiated detailed budget must be submitted to the County for final approval. Budget template(s) will be provided by the County. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports on a form provided by, the Contract Administrator and will report actual costs. Invoices shall be submitted based upon the approved detailed budget(s).

3. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request Form provided by the Contract Administrator must include a justification narrative specifying the purpose 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 shall obtain written approval of Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.



**ATTACHMENT D-3
STAFFING PLAN**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

Direct Services Program

	Classification/Title	FTE
	Service Delivery/Conflict Resolution Specialists	1.50
	Program Director	0.65
	Administration – HR Coordinator	0.15
	TOTAL	2.30

*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.



**ATTACHMENT E-2
PERFORMANCE STANDARDS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

- 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	FY 2026-27 Target Metrics
Intake/Problem Assessment	1400
Cases Opened	1200
Proceedings Initiated	950
Cases Closed	Minimum of 80%
Cases Resolved	450
Follow Up Surveys	1 per 75% of proceedings initiated
Information & Referrals	150
Public Education Presentations:	
-# of presentations	130-200
-# of attendees	650 -2,400



**ATTACHMENT E-2
PERFORMANCE STANDARDS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

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

Public Education Workshops	
FY 2026-27	6

D. Trainings:

- a. Training Sessions: Subrecipient 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 25* trainees must complete one of the training sessions per fiscal year 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.

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



**ATTACHMENT E-2
PERFORMANCE STANDARDS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

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



**ATTACHMENT E-2
PERFORMANCE STANDARDS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

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-2
PERFORMANCE STANDARDS**

**DISPUTE RESOLUTION PROGRAMS ACT (DRPA) SERVICES
FY 2026-2027**

DISPUTE RESOLUTION PROGRAM CONTRACT DELIVERABLES

Subrecipient shall provide the 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 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 	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