



**AMENDMENT NO. 37**  
**TO**  
**CONTRACT NO. MA-042-19010188**  
**FOR**  
**School-Based Gang Prevention Services**

This Amendment ("Amendment No. 37") to Contract No. MA-042-19010188 for School-Based Gang Prevention Services is made and entered into on July 1, ~~2021~~2022 ("Effective Date") between Waymakers ("Contractor"), with a place of business at 1221 ~~East E. Dyer Road, Suite Rd., Ste.~~ 120, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-19010188 ("Contract") for School-Based Gang Prevention Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$759,300, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to add standard Paragraphs, to amend Exhibit A of the Contract, and to increase the Period Two Maximum Obligation and the Period Three Maximum Obligation each by \$150,000 from \$253,100 to \$403,100, for a revised cumulative total amount not to exceed \$1,059,300; and

WHEREAS, the Parties executed Amendment No. 2 to add Federal Emergency Management Agency (FEMA) provisions to the Contract for COVID-19 related needs to allow invoicing for COVID-19 related expenditures; and

WHEREAS, the Parties ~~now desire to enter into this Amendment No.~~ executed Amendment No. 2A to amend Exhibit A, Paragraph I. Common Terms and Definitions, Paragraph II. Budget, and Paragraph V. Services, of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraph VI., Paragraph XI. and Exhibit A of the Contract and to renew the Contract for one year ~~for County to continue receiving and Contractor to continue providing the services set forth in the Contract.~~, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$403,100, for a revised cumulative total amount not to exceed \$1,462,400; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph II. Budget and Paragraph V. Services, of the Contract; and

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A, Paragraph II. Budget of the Contract; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A, Paragraph II. Budget of the Contract; and.

WHEREAS, the Parties now desire to enter into this Amendment No. 7 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

- The Contract is renewed for a term of one (1) year, effective July 1, ~~2021~~2022 through June 30, ~~2022~~2023, in an amount not to exceed \$403,100 for this renewal term, for a revised cumulative total amount not to exceed \$1, ~~462,400~~865,500; on the amended terms and conditions.
- Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** July 1, 2018 through June 30, ~~2022~~2023

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

**Amount Not To Exceed:**

Period Five means the period from July 1, 2022 through June 30, 2023

**Maximum Obligation:**

[REDACTED]	Period One <del>Amount Not To Exceed:</del>	<u>Maximum Obligation:</u>
\$	253,100	
[REDACTED]	Period Two <del>Amount Not To Exceed:</del>	<u>Maximum Obligation:</u>
[REDACTED]	403,100	
[REDACTED]	Period Three <del>Amount Not To Exceed:</del>	<u>Maximum Obligation:</u>
[REDACTED]	403,100	
[REDACTED]	Period Four <del>Amount Not To Exceed:</del>	<u>Maximum Obligation:</u>
[REDACTED]	403,100	
[REDACTED]	Period Five Maximum Obligation:	403,100
[REDACTED]	<del>TOTAL AMOUNT NOT TO EXCEED:</del>	
<del>\$1,462,400</del>	<u>MAXIMUM OBLIGATION:</u>	<u>\$ 1,865,500</u>

- Paragraph VI. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. ~~[REDACTED]~~ CONTRACTOR shall submit separate Cost Reports for each ~~Period One, Period Two, Period Three and Period Four~~, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. ~~[REDACTED]~~ CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. ~~[REDACTED]~~ CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon

reasonable notice. In the event CONTRACTOR has multiple ~~Agreements~~ agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

4. ~~Paragraph XI. Indemnification and Insurance~~ Exhibit A, Paragraph I. Common Terms and Definitions of the Contract is deleted in its entirety and replaced with the following:

~~“A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.~~

~~— B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

~~— C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.~~

~~— D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:~~

~~— 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents’, employee’s or~~

~~subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~

**I. COMMON TERMS AND DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

A. Activity Form means a data collection form used to track each activity in which the group and/or individual participates.

B. Admission means completion of the entry and/or Intake process for program Participants.

C. Assessment means a professional review and Evaluation of a Participant's behavioral health and conditions in order to determine the most ~~2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~

~~3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.~~

~~E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.~~

~~F. QUALIFIED INSURER~~

~~1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).~~

~~2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the GEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.~~

~~G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:~~

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability</u>	<u>\$1,000,000 per occurrence</u>

<del>_____</del>	<del>\$2,000,000 aggregate</del>
<del>_____</del>	<del>\$1,000,000 per occurrence</del>
<del>_____</del>	<del>for owned, non-owned, and hired vehicles</del>
<del>_____</del>	<del>(4 passengers or less)</del>
<del>_____</del>	<del>\$2,000,000 per occurrence</del>
<del>_____</del>	<del>\$5,000,000 per occurrence</del>
<del>_____</del>	<del>Statutory</del>
<del>_____</del>	<del>\$1,000,000 per occurrence</del>
<del>_____</del>	<del>\$1,000,000 per claims made</del>
<del>_____</del>	<del>\$1,000,000 per claims made</del>
<del>_____</del>	<del>\$1,000,000 aggregate</del>
<del>_____</del>	<del>\$1,000,000 per occurrence</del>

#### ~~H. REQUIRED COVERAGE FORMS~~

- ~~\_\_\_\_\_~~ 1. ~~The Commercial General Liability coverage shall be written on ISO form CG 00-01, or a substitute form providing liability coverage at least as broad.~~
- ~~\_\_\_\_\_~~ 2. ~~The Business Automobile Liability coverage shall be written on ISO form CA 00-01, CA 00-05, CA 00-12, CA 00-20, or a substitute form providing coverage at least as broad.~~

#### ~~I. REQUIRED ENDORSEMENTS~~

- ~~\_\_\_\_\_~~ 1. ~~The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:~~
  - ~~\_\_\_\_\_~~ a. ~~An Additional Insured endorsement using ISO form CG 20-26-04-13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**~~

~~\_\_\_\_\_ b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

~~\_\_\_\_\_ 2. The Network Security and Privacy Liability policy shall contain the following endorsements, which shall accompany the COI:~~

~~\_\_\_\_\_ a. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.~~

~~\_\_\_\_\_ b. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

~~\_\_\_\_\_ J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**~~

~~\_\_\_\_\_ K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.~~

~~\_\_\_\_\_ L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.~~

~~\_\_\_\_\_ M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.~~

~~\_\_\_\_\_ N. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).~~

~~\_\_\_\_\_ O. Insurance certificates should be forwarded to the agency/department address as specified in the Referenced Contract Provisions of this Agreement.~~

~~\_\_\_\_\_ P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, County may terminate this Agreement immediately.~~

~~\_\_\_\_\_ Q. appropriate course of services.~~

D. At Risk means a state of high stressor and low protective factor that would

increase likelihood of development of a behavioral health condition.

E. Behavioral Health Conditions means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

F. Case Management means the delivery of individual guidance and support services. Case Management services include, but are not limited to, Referrals and Linkages to needed services such as resources, coaching, and assistance with translation and transportation.

~~G. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.~~

Engagement means the process by which a trusting relationship ~~R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.~~

~~S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.~~

~~T. between a worker and Participant is established with the goal to link the Participant to appropriate services.~~

H. Enrichment Activities means activities that are designed to provide appropriate alternatives for youth and serve as an encouragement and/or support for positive progress. Activities may include but are not limited to: Incentives, Soccer Camps, Homework Clubs, and Girls' Clubs.

I. Enrollment means the data entry of a Participant's program information into CONTRACTOR's database for purposes of recording and tracking a Participant's involvement in the program.

J. Evaluation means the systematic investigation of the value and impact of an intervention or program.

K. Evidence-Based Practice means the range of prevention and intervention services of well documented effectiveness. An evidence-based practice has quantitative and qualitative data showing positive outcomes and has been subject to expert/peer review that has determined that a particular approach or strategy has a significant level of evidence of effectiveness.

~~L.~~ SUBMISSION OF INSURANCE DOCUMENTS

- ~~1. The COI and endorsements shall be provided to COUNTY as follows:~~
- ~~a. Prior to the start date of this Agreement.~~
- ~~b. No later than the expiration date for each policy.~~
- ~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.~~
- ~~2. The COI and endorsements shall be provided to COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.~~
- ~~3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:~~
- ~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
- ~~b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
- ~~c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.~~
- ~~4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage."~~

Family Member means any traditional and/or non-traditional support system, significant other, or natural support~~Exhibit A, Paragraph I.~~ designated by the Participant.

M. GRIP means a Gang Reduction and Intervention Partnership with the Health Care Agency, the District Attorney, OC Probation and Police departments to reduce student involvement with the gangs.

N. ~~Common Terms and Definitions, subparagraph AE.~~ GRIP Response Team means a team that interacts with students/parents to ensure the progress of a Participant



and their plans for improvement. The response team participants includes the student, the School Resource Officer, a District Attorney investigator and a CSP GRIP Case Manager.

~~5.1. of the Contract is deleted in its entirety and replaced with the following:~~

~~“AE. Truancy Assists means the GRIP case management team will monitor and intervene truancy violators at the designated GRIP schools.”~~

O. Group Intervention means the delivery of services to more than one individual or family.

P. Intake means the initial meeting between a Participant and a worker to evaluate a Participant’s issue of concern and determine how a program could best meet his/her needs.

Q. Linkage means when a Participant is connected to programs or services through warm hand-off or Follow-up to ensure connection is made.

R. MHSA means the law that provides funding for expanded community mental health services, also known as “Proposition 63”.

S. NPP means a document that notifies Participants of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

T. Outreach means contact with potential Participants to link them to appropriate behavioral health and supportive services; which may include media-based activities that educate the community about services offered and requirements for participation in the program.

U. Participant means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of Behavioral Health Conditions.

V. PHI means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and related to the past, present, or future physical or behavioral health condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

W. PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver’s license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as a birth date, zip code, mother’s maiden name and gender.

X. Prevention means the group or individual interventions that occur before the initial

onset of a behavioral health condition. Prevention promotes positive cognitive, social and emotional development and encourages a state of well-being that allows the individuals to function well in the face of changing and sometimes challenging circumstances.

Y. Program Protocol means the written program description, goals, objectives, and policies established by CONTRACTOR for the program provided pursuant to this Agreement.

Z. Referral means the process of sending a Participant from one service to another for health care, mental health, and/or other support services, or an unsuccessful linkage attempt.

AA. Student Intervention Sessions (Meet-up) means a monthly session with the GRIP Team for students that require more support or are not responding to weekly case management sessions. Sessions are intended to monitor progress and ensure accountability to the agreed upon action plan.

AB. Training means the action or method used to transfer skills and/or knowledge to a target audience.

AC. Unduplicated Participant means a Participant who is counted only once, despite how many services the Participant is enrolled during the term of the Agreement.

AD. Units of Service means the number and/or type of activities CONTRACTOR will fulfill during the term of the Agreement.”

~~6.5.~~ Exhibit A, Paragraph II. Budget, subparagraph A. ~~1~~ of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>
	<del>FOUR</del>
	<u>FIVE</u>
<b>ADMINISTRATIVE COST</b>	
Indirect Costs	\$ <u>36,645</u>
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<b>\$ <u>36,645</u></b>
<b>PROGRAM COST</b>	
Salaries	\$ <del>277,708</del> <u>273,775</u>
Benefits	<del>—74,338</del> <u>79,794</u>

Services and Supplies	<u>14,409</u> 12,886
SUBTOTAL PROGRAM COST	\$-366,455
TOTAL GROSS COST	\$-403,100
REVENUE	
MHSA	<u>\$-403,100</u>
TOTAL REVENUE	\$-403,100
<del>TOTAL</del> <del>AMOUNT</del> <del>NOT</del> <del>TO</del>	<del>\$</del> <u>\$403,100</u>
<del>EXCEED</del> <u>MAXIMUM OBLIGATION</u>	

~~7.6.~~ Exhibit A, Paragraph III. Payments, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3.) of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$33,591 per month for Period Five, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed ~~the~~ COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid."

~~8.7.~~ Exhibit A, Paragraph V. Services, subparagraphs B.~~2.d. through 1~~ and B.2.g.~~a – d.~~ of the Contract are deleted in their entirety and replaced with the following:

"1. CONTRACTOR shall provide Gang Prevention services to 4th through 8th grade youth who display signs of being at risk for gang activity and their families. GRIP schools selected for service include sites with high levels of truancy, discipline issues and gang proximity. Gang prevention services include case management services to youth who are enrolled based on individual rates of truancy, disciplinary issues, and poor academic performance in comparison to other students at the school site. The District Attorney leads the GRIP collaborative in thirteen (13) cities, which include, but are not limited to, the following cities: Anaheim, Stanton, Buena Park, Garden Grove, Laguna Hills, Lake Forest, Mission Viejo, Orange, Placentia, Fullerton, Santa Ana, San Juan Capistrano and San Clemente. Forty-seven (47) schools have been identified as having the need for Case Management services.

~~2. "d. Curfew Sweeps shall be conducted in partnership with GRIP response teams and local law enforcement and shall focus on the proximity of selected GRIP school sites.~~

~~e. Truancy Assists shall be conducted by the GRIP case management team at selected GRIP school sites. The case management team will monitor school attendance and intervene with any truancy violators referred by the GRIP Collaborative. Case management will occur either in person or via the telephone.~~

~~f. CONTRACTOR's program shall include, but is not limited to, provision of the following service components:~~

~~a. Case Management Sessions shall be conducted for identified high-risk Participants. Incoming referrals for case management shall be screened appropriately to ensure enrolled Participants meet the need for services. Case Management services shall be supportive services designed to develop coping skills, build resiliency, reduce risk factors and empower the students and their families. Supportive services may include but not be limited to strategies and interventions such as case management, student intervention sessions, mentoring, curriculum-based workshop groups and presentations related to gang prevention, skills building and enrichment activities.~~

~~b. Curriculum Groups shall include Self Esteem/Gang Curriculum material provided to 4th through 8th grade students at each GRIP school who are identified as being at-risk of truant or problematic behaviors. Identified students shall be enrolled in group sessions.~~

~~c. Faculty Workshops shall be conducted at each selected school site to educate faculty on the expectations of the program as well as the presence of GRIP staff.~~

~~gd. Enrichment Activities shall promote positive alternatives and support encouragement of goal setting. Activities shall include, but are not limited to, the following: Girls' Clubs, Soccer Clubs, Homework Clubs, and other youth involved activities."~~

~~9.8. Exhibit A, Paragraph V. Services, subparagraph C., of the Contract is deleted in its entirety and replaced with the following:~~

~~"C. UNITS OF SERVICE~~

~~CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:~~

UNIT CATEGORIES	ANNUAL UNITS OF SERVICES
<del>Total Participants</del>	<del>400,600</del>
<del>Case Management Sessions</del>	<del>69,000</del>
<del>Curriculum Groups</del>	<del>161</del>
<del>Strike Team Meetings</del>	<del>12</del>
<del>Truancy Assists</del>	<del>9</del>
<del>Curfew Sweeps</del>	<del>2</del>

<del>—</del> Faculty Workshops	<del>36</del> <u>39</u>
<del>—</del> Enrichment Activities	<del>57</del> <u>100</u> "

9. Exhibit A, Paragraph VI. Staffing, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<u>DIRECT PROGRAM</u>	<u>FTEs</u>
<u>Program Director</u>	<u>0.15</u>
<u>Program Coordinator</u>	<u>1.00</u>
<u>Case Manager II</u>	<u>4.00</u>
<u>DIRECT PROGRAM SUBTOTAL</u>	<u>5.15</u>
<u>TOTAL FTE's</u>	<u>5.15”</u>

This Amendment No. 37 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 37 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 37 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 37 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~37~~. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be ~~that of either~~ the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Waymakers**

_____	_____
Print Name	Title
_____	_____
Signature	Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date