



AMENDMENT NO. ~~2~~ 3
TO
AGREEMENT NO. MA-042-19010120
FOR

School-Based Violence Prevention Education Services

SCHOOL-BASED VIOLENCE PREVENTION EDUCATION SERVICES

This Amendment (“Amendment No. ~~2~~ 3”) to Agreement No. MA-042-19010120 for School-Based Violence Prevention Education Services is made and entered into on September 1, 2020 (“Effective Date”) between Orange County Department of Education (“Contractor”), with a place of business at 200 Kalmus Drive, Costa Mesa, CA 92628, 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 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, on February 26, 2020, the County’s Health Officer declared a local health emergency in response to the novel coronavirus (named “COVID-19”) emergency and outbreak threat in Orange County, as necessary for the preservation of public health and safety; and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in the State of California as a result of the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local

governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services described herein as an eligible cost during emergencies; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the CARES Act funds may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, County is in need of the services described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Parties executed Agreement No. MA-042-19010120 for School-Based Violence Prevention Education Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$4,059,816 ("Agreement"); and

WHEREAS, the Parties executed Amendment No. 1 to the Agreement No. MA-042-19010120 for School-Based Violence Prevention Education Services, effective October 10, 2019 through June 30, 2021, in an amount not to exceed \$4,059,816 ("Agreement"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to include Federal Emergency Management Agency (FEMA) provisions to contract for Covid-19 related needs for the period of July 1, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Agreement as follows:

WHEREAS, the Parties now desire to enter into this 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.

1. Table below is added to the Referenced Contract Provisions as follows:

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/ Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Federal Award Indirect Rate</u>	<u>Federal Award Amount</u>	<u>R&D Award (Y/N)</u>
21.019	SLT012	Coronavirus Relief Fund (CRF)	US Department of Treasury	4/22/2020	N/A or 10% de minimis rate	\$554,133,765	N

2. The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,352,651 for this renewal term, for a revised cumulative total amount not to exceed \$5,412,467; on the amended terms and conditions.

3. 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

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

Maximum Obligation:

Period One Maximum Obligation: \$1,353,272

Period Two Maximum Obligation: 1,353,272

Period Three Maximum Obligation: 1,353,272

Period Four Maximum Obligation: 1,352,651

TOTAL MAXIMUM OBLIGATION: \$5,412,467”

4. 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. CONTRACTOR shall submit separate Cost Reports for 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. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. 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.”

5. Paragraph XI. Indemnification and Insurance 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.

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

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 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 CEO/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>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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 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 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 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. 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.

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. 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.”

6. Exhibit A, Paragraph II. Budget, subparagraph A., 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>
	<u>FOUR</u>
ADMINISTRATIVE COST	
Indirect Costs	\$ 115,546
SUBTOTAL ADMINISTRATIVE COST	\$ 115,546
PROGRAM COST	
Salaries	\$ 706,492
Benefits	359,451
Services and Supplies	146,637
Subcontractors	24,525
SUBTOTAL PROGRAM COST	\$1,237,105
TOTAL GROSS COST	\$1,352,651
REVENUE	
MHSA	\$1,352,651
TOTAL REVENUE	\$1,352,651
TOTAL MAXIMUM OBLIGATION	\$1,352,651”

7. Exhibit A, Paragraph III. Payments, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) and subparagraph B., of the Contract are deleted in their entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount

of \$112,720 per month, 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."

"B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice."

8. Exhibit A, Paragraph V. Services, subparagraphs B.1 through B.2.c, of the Contract is deleted in its entirety and replaced with the following:

"1. CONTRACTOR shall provide a broad range of student-centered VPE services to K-12 grade students including those who may be at risk of school failure and/or behavioral issues. The purpose of the program is to educate students, families, and school staff, on a variety of violence-focused issues to reduce exposure to violence and its impact on the school environment, local neighborhoods and families. Services shall promote positive student mental health by building resilience while decrease risk factors contributing to behavioral health conditions. Due to Covid-19, some services shall be virtual in order to abide by local and state guidelines. Virtual services will need ADMINISTRATOR's review and approval prior to service provision. The program shall include VPE in five (5) broad categories: Crisis Prevention Management, Safe and Healthy Lifestyles, Anti-Bullying Services, Character Education, and Threat Assessment/Active Shooter Violence Prevention and Response Training.

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

a. Crisis Prevention Management shall primarily provide direct crisis response services as well as educational sessions and trainings that support the community.

1) CRN services will include, but are not limited to, direct services by Crisis Network Responders. The CRN shall offer assistance and services to school sites or other local sites that request emergency services. The CRN shall maintain an

appropriate roster of trained volunteers to respond accordingly. Services shall be provided to students, parents/caretakers, community providers and staff as appropriate. Crisis Response services may include service response utilizing Crisis Therapy Dogs as needed. CRN will track the total number of students, school staff and parents/caregivers served as well as the number of indirect and direct responses provided.

2) Crisis Response Education and Training shall include comprehensive training in threat assessment, trauma reduction, crisis response, and local emergency response to the CRN responders. Training shall also be provided to students, parents/caregivers, school staff, and youth service providers to support school communities in crisis preparedness, response, and recovery efforts. Topics shall include, but not be limited to, vicarious trauma, grief, self-care, and early warning signs of mental health issues. CONTRACTOR shall provide training opportunities for existing responders by providing one (1) annual crisis response conference, which includes educational workshops and skill building to prevent and reduce crisis related stressors and expand support networks. CRN services will also include a Child Death Review Team. A CRN representative shall attend four (4) Child Death Review Team (CDRT) meetings annually as scheduled by OC Sheriff's Coroner's Unit. Through the participation of the CDRT meetings, CRN will review student death cases including those by means of suicide. CRN will be an active member and participant of meetings to discuss suicide related cases as facilitated by the Coroner's unit with the purpose of strengthening Suicide Prevention/Intervention/Postvention efforts. The suicide Prevention/Intervention/Postvention improvement needs will be shared with community forums and district leaders as appropriate.

b. Safe and Healthy Lifestyles shall provide educational trainings that support healthy lifestyles for those at risk or exposed to violence. Education and training topics shall include, but not be limited to, effects of violence on cognition, positive social emotional development, reducing the impact of violence on children and addressing teenage brain development.

1) SFTS services are provided to parents/caretakers and pregnant teens/minors. Parent trainings shall be conducted at minimum in English, Vietnamese, Korean, Spanish and Farsi. Services shall be provided to ensure that high-risk Participants and vulnerable populations are recruited and involved in SFTS presentations. Services shall be provided at locations such as schools, community centers, and shelters. SFTS will also provide curriculum series to Shelter locations.

SFTS will track the total number of pregnant and parenting teens served by the program. Services will reach a minimum of six hundred (600) Participants.

c. Anti-Bullying shall provide school assemblies, educational sessions and trainings that focus on the importance of the prevention of bullying. Anti-Bullying Services shall consist of multiple types of trainings specific to student grade level and reflect appropriate student development for that grade level. Anti-Bullying Services will include, but are not limited to:

1) School Assembly: School wide assemblies shall focus on setting a common anti-bullying message and universal school-wide expectation. Assembly topics will include an anti-bullying messaging and be presented by guest speakers. Assemblies shall be provided at elementary and middle schools. Any exceptions shall be approved by ADMINISTRATOR prior to services. Assemblies shall serve a minimum of ten thousand (10,000) students per fiscal year.

2) Parent Educational Sessions and Staff Cyber-Bullying Trainings: Educational sessions shall include education, teaching strategies and skills to prevent bullying at the student levels in grades K-12. Trainings shall be provided to school staff and parents.

(a) School Staff Trainings: Training to school staff shall include training topics on digital citizenship, which teaches students how to use technology in a responsible and safe manner. Topics shall focus on cyber-bullying, on-line privacy and safety, and appropriate use of technology. School staff trained in curriculum shall be responsible for ensuring that students receive all training appropriately per the curriculum and create appropriate and consistent methodologies to track UOS as contracted. Methodologies may include, but are not limited to: sign in sheets, teacher or school site confirmation letters/emails, and number of classrooms served with the curriculum. Cyber-bullying trainings shall impact a minimum of two thousand five hundred (2,500) students per fiscal year.

(b) Parent Education Sessions: shall provide education and strategies regarding protection of children regarding unsuitable media. Parents will be introduced to materials that focus on students' interactions on-line and potential dangers, harm on teens in cyber space, and other material as appropriate and approved by CONTRACTOR. Cyber-bullying trainings shall serve a minimum of four hundred fifty (450) parents per fiscal year.

(c) Character Education shall provide trauma-informed educational trainings, presentations and meetings that emphasize the importance of

positive character and enhancing student perspective while applying restorative-based practices. Restorative Practices shall provide Restorative Practice IIRP Curriculum Trainings, Consultation Meetings and Network meetings for Educators, Educator presentations, and Restorative Practice Circles for students. Restorative Practice curriculum will be research-based and shall include, but not be limited to, exploring dimensions of identity, causes of youth violence, communication skills, learning social and emotional skills, resiliency, empathy, responsibility, and other appropriate youth and mental health topics. This curriculum shall be provided to teachers, to prepare them to implement groups to students. Restorative practices will serve a minimum of one thousand (1,000) students and one hundred seventy (170) teachers and/or school staff. A minimum of ten (10) circles to grades 4-12 shall be conducted with curriculum representing seven (7) predetermined modules and three (3) open modules to be chosen by the educator based on their specific site and in line with the curriculum.

(d) The Threat Assessment Program shall provide a comprehensive three-part component to include a Proactive Threat Assessment Training, Threat Simulation Drills, and Community Forums throughout Orange County. The threat assessment-training curriculum will focus on training teachers and school staff on assessing threats. Following the completion of this training, a threat simulation drill will be offered to the schools to give them a realistic response to an emergency. Community Forums will also be facilitated to promote further collaboration and open discussions.”

9. Exhibit A, Paragraph V. Services, subparagraph B.8, of the Contract is deleted in its entirety and replaced with the following:

“8. CONTRACTOR shall achieve, track and record at a minimum, the following Annual Units of Service as specified below.

UNIT CATEGORIES			ANNUAL CONTRACTED UNITS
CRISIS PREVENTION MANAGEMENT			
CRN Services (services by the CRN responders)			Number of Direct & Indirect Responses to students/staff/parents
Crisis Responders Trained			25 New Crisis Responders
Annual	Crisis	Response	1 Conference

UNIT CATEGORIES	ANNUAL CONTRACTED UNITS
Conference	
Child Death Review Team	4 Meetings
Crisis Response Trainings	5 Student Trainings
	5 School Staff Trainings
	5 Parent/Caregiver Trainings
	5 Youth Service Provider/Trainings
	6 In-Service Trainings for CRN Responders
SAFE AND HEALTHY LIFESTYLES	
Safe from the Start Trainings	15 Other Language Presentations
	6 English Presentations
Safe from the Start Trainings for Pregnant Teens/Teen Parents	15 Presentations
Safe from the Start Shelter Series	3 Sites
	3 Sessions per site/9 Sessions total
ANTI-BULLYING	
Anti-Bullying Assemblies	5 School Sites
"I've Got your Back" Trainings	
Anti-Bullying Assemblies	15 School Sites
"One" Trainings	
Cyber-Bullying Trainings/Digital Citizenship	50 Student Classrooms trained
Cyber-Bullying Parent Trainings	17 Trainings
CHARACTER EDUCATION	
Restorative Practice IIRP Curriculum	1 Training/35 Educators/1,000 students
One-on-One Restorative Circle	35 Meetings/35 Educators

UNIT CATEGORIES	ANNUAL CONTRACTED UNITS
Consultation Meetings for Cohort	
Restorative Practices Sustainability Network Meetings	3 Meetings/35 Educators
Restorative Practices Educator Presentations	5 Presentations/100 Educators
THREAT ASSESSMENT/ACTIVE SHOOTER VIOLENCE PREVENTION AND RESPONSE TRAINING	
Proactive Threat Assessment Training	4 Trainings
Threat Simulation Drill	4 Trainings
Community Forums	4 Meetings”

10. Exhibit A, Paragraph V. Services, subparagraph C.3 (but not including subparagraphs C.3.a through C.3.g), of the Contract is deleted in its entirety and replaced with the following:

“3. HCA is required by its funding source and Code of Regulation, Title 9, section 3560.010 to collect Sexual Orientation and Gender Identification (SOGI) data. CONTRACTOR will endeavor to collect this data when appropriate and permissible under the Education Code or other state or federal laws, as determined by OCDE. Said measurements shall include, but are not limited to, customized outcome tools, school level/district level data, and pre- and post-test surveys.”

11. 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.

PROGRAM	FTEs
Program Manager	0.50

Administrative Assistant III	0.52
Senior Administrative Assistant III	0.52
Program Data Technician	0.25
Program Specialist – Crisis Response Network	1.00
Program Specialist – Safe from the Start	0.50
Program Specialist – Threat Assessment	0.75
Instructional Program Assistant – Restorative Practice	1.00
Program Support Assistant	0.75
Project Assistant/Project Liaison – Anti-Bullying/Digital Citizenship	1.00
Project Assistant – Crisis Response Network/Short- Term Consultant	1.00
Project Assistant – Threat Assessment	0.87
Subcontractors	<u>0.06</u>
TOTAL FTEs	8.72”

12. Paragraph 30 is added to the Agreement as follows:

“Contract Work Hours And Safety Standards Act:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

13. Paragraph 31 is added to the Agreement as follows:

“Clean Air Act And The Federal Water Pollution Control Act:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”
4. Paragraph 32 is added to the Agreement as follows:

“Suspension and Debarment:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

5. Paragraph 33 is added to the Agreement as follows:

“Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.”

6. Paragraph 34 is added to the Agreement as follows:

“Procurement of Recovered Materials:

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

7. Paragraph 35 is added to the Agreement as follows:

“Access To Records:

- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

8. Paragraph 36 is added to the Agreement as follows:

“Department of Homeland Security (DHS) Seal, Logo, And Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

9. Paragraph 37 is added to the Agreement as follows:

“Compliance with Federal Law, Regulations, And Executive Orders:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

10. Paragraph 38 is added to the Agreement as follows:

“No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

11. Paragraph 39 is added to the Agreement as follows:

“Program Fraud and False Or Fraudulent Statements Or Related Acts:

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

12. Exhibit D, Attachment 1 is added to the Agreement.

~~This Amendment No. 2 modifies the Agreement and Amendment No. 1, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, Amendment No. 1 and the Agreement, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Agreement, including Amendment No. 1, not specifically changed by this Amendment No. 2 remain in full force and effect.~~

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

~~IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of 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.~~

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of 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 bylaws demonstrating the legal authority of the signature to bind the company.

Contractor: Orange County Department of Education

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

_____	Deputy Purchasing Agent
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

ATTACHMENT D

CERTIFICATION REGARDING ANTI-LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Western Youth Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date