



AMENDMENT NO. 35
TO
CONTRACT NO. MA-042-19010120
FOR
SCHOOL-BASED VIOLENCE PREVENTION EDUCATION SERVICES

This Amendment ("Amendment No. 35") to Contract No. MA-042-19010120 for School-Based Violence Prevention Education Services is made and entered into on July 1, ~~2021~~2022 ("Effective Date") between Orange County Department of Education ("Contractor"), with a place of business at 200 Kalmus Dr., 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 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-042-19010120 ("Contract") for School-Based Violence Prevention Education Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$4,059,816, renewable for two additional one-year terms ~~("Contract")~~; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A, ~~Subparagraphs~~Paragraph II. Budget, Paragraph V. Services, and Paragraph VI. Staffing of the Contract, ~~effective for the period of~~ for the period of October 10, 2019 through June 30, 2021; 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 for the period of July 1, 2020 through December 30, 2020; and

WHEREAS, the Parties ~~now desire to enter into this~~executed Amendment No. 3 to amend Paragraph VI., Paragraph XI., and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,352,651, for ~~County~~a revised cumulative contract total amount not to ~~continue receiving~~exceed \$5,412,467; and ~~Contractor to continue providing~~

WHEREAS, the ~~services set forth in~~Parties executed Amendment No. 4 to amend the budget and staffing paragraphs in Exhibit A of the Contract for the period February 17, 2022 through June 30, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 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:

1. 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 \$1,352,651 for this renewal term, for a revised cumulative contract total amount not to exceed ~~\$5,412,467~~6,765,118; on the amended terms and conditions.

2. 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

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

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
_____ Period Five Maximum Obligation:	<u>1,352,651</u>
_____ TOTAL MAXIMUM OBLIGATION:	<u>\$5,412,467</u> _____ \$
<u>6,765,118”</u>	

3. 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 ~~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. 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. 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 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 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."~~

5.4. 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> <u>FIVE</u>
ADMINISTRATIVE COST	
Indirect Costs	\$ <u>115,546</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 115,546
PROGRAM COST	
Salaries	\$ 706,492 <u>750,912</u>
Benefits	359,451 <u>370,819</u>
Services and Supplies	146,637 <u>91,274</u>
Subcontractors	<u>24,525</u> <u>100</u>
SUBTOTAL PROGRAM COST	\$1,237,105
 TOTAL GROSS COST	 \$1,352,651
 REVENUE	
MHSA	<u>\$1,352,651</u>
TOTAL REVENUE	\$1,352,651
 TOTAL MAXIMUM OBLIGATION	 \$1,352,651"

6.5. Exhibit A, Paragraph III. ~~Payments, subparagraph A. (but not including Payment, 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~~ actual costs of providing services each month, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to ~~final settlement~~ Final Settlement in accordance with the Cost Report Paragraph of the Agreement ~~for,~~ which provides that CONTRACTOR shall be ~~reimbursed~~ paid for ~~the~~ CONTRACTOR's 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~~ actual amounts have not been fully paid."

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR, subject to Subparagraph A.2. below.

2. ~~_____~~ “If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the actual amount payments for providing services exceed the year-to-date Maximum Obligation, ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date actual amount payments to CONTRACTOR and the year-to-date Maximum Obligation.”

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)~~ twentieth (20th) 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.”

~~7.6.~~ Exhibit A, Paragraph V. Services, subparagraphs B.1 through B.2.c, of the Contract ~~is~~ are deleted in ~~its~~ their 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~~ decreasing risk factors contributing to behavioral health conditions. ~~-~~Due to ~~Covid~~ 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)~~ four (4) broad categories: ~~-Crisis Prevention Management, Safe and Healthy Lifestyles, Anti-Bullying Services, and 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. SFTS will also provide school staff trainings which will be similar to the parent trainings, but will be a more intense and robust 3 hour training to reach a minimum of 120 school staff. The school staff training will consist of current research and data, which covers brain development and trauma to violence, and will help staff understand the signs and what to look for when working with the families. Services will reach a minimum of ~~six hundred (600)~~ parent Participants and a minimum 120 school staff for a total of 720 Parents and School Staff 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 four hundred (1,000400) students and one hundred ~~seventy (170)~~fifty (150) 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.”~~

~~8.7.~~ 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) Crisis Responders Trained	Number of Direct & Indirect Responses to students/staff/parents 25 New Crisis Responders
<u>Crisis Responders Trained</u>	<u>50 New Crisis Responders</u>
Annual Crisis Response Conference	1 Conference
Child Death Review Team	4 Meetings
Crisis Response Trainings	5 10 Student Trainings 5 School Staff Trainings 5 Parent/Caregiver Trainings 5 Youth Service Provider/Trainings 6 In Service Trainings for CRN Responders
	<u>5 School Staff Trainings</u>
	<u>10 Parent/Caregiver Trainings</u>
	<u>5 Youth Service Provider/Trainings</u>
	<u>6 In-Service Trainings for CRN Responders</u>
SAFE AND HEALTHY LIFESTYLES	
Safe from the Start Trainings <u>for Parents</u>	15 Other Language Presentations 6 English Presentations

	<u>6 English Presentations</u>
Safe from the Start Trainings for Pregnant Teens/Teen Parents	15 Presentations
<u>Safe from the Start Shelter Series</u>	<u>3 Sites</u>
Safe from the Start Shelter Series	3 Sites 3 Sessions per site/9 Sessions total - <u>Total</u>
<u>Safe from the Start Trainings for Staff</u>	<u>8 Staff Trainings</u>
ANTI-BULLYING	
Anti-Bullying Assemblies "I've Got your Back" Trainings	5 School Sites
Anti-Bullying Assemblies "One" Trainings	15 School Sites
Cyber-Bullying Trainings/Digital Citizenship	50 Student Classrooms trained
Cyber-Bullying Parent Trainings	17 Trainings
CHARACTER EDUCATION	
Restorative Practice IIRP Curriculum	1 Training/35 <u>2 Trainings/50</u> Educators/1, 000 <u>400</u> students
One-on-One Restorative Circle Consultation	35 <u>50</u> Meetings/ 35 <u>50</u> Educators

Meetings for Cohort	
Restorative Practices Sustainability Network Meetings	3 Meetings/ 35 <u>50</u> 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”~~

~~9. 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.”~~

~~10.8. 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	<u>FTEs</u>
<u>Program Administrator</u>	<u>0.00</u>
Program Manager	0.50

Administrative Assistant III	0. 52 <u>44</u>
<u>Senior Administrative Assistant</u>	<u>0.00</u>
Senior Administrative Assistant III	0.52
<u>Program Coordinator</u>	<u>0.00</u>
Program Data Technician	0.25
Program Specialist – Crisis Response Network	1.00
Program Specialist – Safe from the Start	0. 50 <u>80</u>
Program Specialist – Threat Assessment	0. 75 <u>00</u>
<u>Instructional Program Assistant – Digital Citizenship</u>	<u>0.00</u>
Instructional Program Assistant – Restorative Practice	1.00
Program Support Assistant <u>– Restorative Practice</u>	0. 75 <u>00</u>
<u>Program Assistant</u>	<u>0.75</u>
Project Assistant/Project Liaison – Anti-Bullying/Digital Citizenship	1.00 <u>0.60</u>
Project Assistant – Crisis Response Network/Short-Term Consultant	1.00
<u>Program Liaison (Anti-Bullying Prevention)</u>	<u>0.40</u>
<u>Project Assistant (Crisis Response Network/Restorative Practices)</u>	<u>0.87</u>
Project Assistant – Threat Assessment	0. 87 <u>00</u>
Subcontractors	<u>0.06</u>
TOTAL FTEs	8. 72 <u>19</u> "

This Amendment No. 35 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. 35 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 35 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 35 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~35~~. 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

Deputy Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

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

Print Name

Deputy County Counsel
Title

Signature

Date