CONSENT

1. Deleted

15. Revised Title to read:
   Health Care Agency - Approve selection of and contract MA-042-20011424 with National Alliance on Mental Illness dba NAMI Orange County for warmline services, 7/1/20 - 6/30/23 ($3,349,995) ($3,681,995); renewable for two additional one-year terms; and authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - District 1 (Continued from 5/5/20, Item 26)

DISCUSSION

60. Revised Title to read:
   OC Public Works - Approve amendment 1 to contracts with MA-080-17011771 with Arcadis U.S., Inc, MA-080-17011772 with Cumming Construction Management Inc., MA-080-17011773 with Jeff Oviedo & Associates, Inc. dba JOA Group, MA-080-17011774 with Project Dimensions, Inc., MA-080-17011775 with Anser Advisory, LLC dba Simplus Management and MA-080-17011776 with PMCS Group, Inc., for on-call contract administration-project management support services for countywide maintenance projects, 6/6/20 - 6/5/22 ($1,000,000 each; cumulative total $15,000,000); approve Assignment, Novation and Consent agreement with Simplus Management Corporation assigning to Anser Advisory, LLC dba Simplus Management for on-call contract administration-project management support services; authorize Director or designee to execute amendments; authorize County Procurement Officer or authorized Deputy to execute agreement; and make California Environmental Quality Act and other findings - All Districts

64. Revised Title to read:
   County Executive Office - Approve grant applications/awards submitted by OC Public Works, Health Care Agency, OC Community Resources, Sheriff-Coroner and District Attorney in 6/2/20 grant report and other actions as recommended; adopt resolution authorizing HCA Director or designee to accept California Emergency Solutions (ESG) grants and execute standard agreements, any subsequent amendments and related documents to the programs; adopt resolutions approving standard agreements AP-2021-22 ($13,016,802) and HI-2021-22 ($559,123) with California Department of Aging for Older Americans Act Programs, 7/1/20 - 6/30/21; and authorizing OC Community Resources Director or designee to execute agreements, amendments and related documents; adopt resolution authorizing District Attorney through Waymakers to execute standard agreement VC-7099 with California Victim Compensation Board for Victim Compensation Program’s Revolving Fund Account, 7/1/20 - 6/30/23; authorize District Attorney or designee to execute agreement, amendments and related documents; and making California Environmental Quality Act and other findings - All Districts
65. Revised Title to read:

**County Executive Office** - Approve FY 2020-21 Recommended Budget; establish District Attorney Special Appropriations Fund ($170,000) and Vehicle Theft Task Force Special Fund ($40,000); establish Sheriff Special Appropriations fund for Regional Narcotics Suppression Program ($250,000), Regional Narcotics Suppression Program-Dept. of Justice ($170,000), Regional Narcotics Suppression Program-Dept. of Treasury ($30,000) and Regional Narcotics Suppression Program-Other ($100,000) funds; approve various FY 2020-21 Internal Services Fund billing rates, effective 7/1/20; approve FY 2020-21 employee and employer retirement contribution rates, effective 7/6/20; direct Human Resource Services to amend Master Position Control; adopt resolutions authorizing various temporary transfers of funds; approve FY 2020-21 County Events Calendar and make related findings per Government Code Section 26227; adopt resolution approving County of Orange Sponsorship Marketing Plan commencing the date of execution to pursue marketing, sponsorships and fund raising with non-profit organizations, private sector organizations and businesses in support of County events; approve FY 2020-21 Charitable Organization Activities Plan; revise FY 2020-21 recommended base budget and increase appropriations of CARES Act funding under certain conditions and make related findings - All Districts

**THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:**

Items: 15, 64 and 65

**Supplemental Item(s)**

S66A. **Chairwoman Steel** - Orange County Historical Commission - Appoint Christian Charles Epting, Huntington Beach, for term concurrent with 2nd District Supervisor’s term of office

S66B. **OC Public Works** - Approve cooperative agreement MA-080-20011606 with California Department of Transportation for Laguna Canyon Road Segment 4, Phase 2 to 4 Project, ($6,817,825); direct Auditor-Controller to make related payments; adopt resolution vacating street and highway easements; authorize Director or designee to execute future amendments under certain conditions; authorize CEO Real Estate Officer or designee to approve and execute all real estate agreements and permits under certain conditions; and make California Environmental Quality Act and other findings - District 5

S66C. **Sheriff-Coroner** - Approve Successor Memorandum of Understanding (MOU) with Southern California Edison to provide financial support for emergency preparedness and response activities, equipment and services, San Onofre Nuclear Generating Station (SONGS), ($10,200,000); and approve transfer agreements with Orange County Fire Authority and Capistrano Unified School District, terms ending 6/30/49; and authorize Sheriff-Coroner or designee to execute agreements and MOU - District 5

S66D. **OC Community Resources** - Authorize allocation of $5,000,000 in Federal Coronavirus Aid, Relief, and Economic Security Act funding for a Nutrition Gap Program for meal gap programs for seniors and persons with disabilities; authorize each member of the Board to develop individual meal gap programs ($1,000,000 each); and direct Director or designee to negotiations and enter into emergency contracts pursuant to Resolution No. 20-031 - All Districts
S66E. Sheriff-Coroner - Adopt resolutions confirming funding source(s) and providing assurances to State of California, State Public Works Board allowing construction financing for James A. Musick Facility Jail Project, Phases 1 and 2 (Assembly Bill 900 and Senate Bill 1022) - Districts 3 and 5
Continuation or Deletion Request

Date: May 26, 2020
To: Clerk of the Board of Supervisors
From: Sheriff-Coroner Department
Re: ASR Control #: 20-000148, Meeting Date 6/2/20  Agenda Item No. # 1
Subject: Trustees of the California State University Agreement for Cal State Fullerton

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # 1

Comments: Deleting this item as the commencement events have not yet been scheduled for Cal State Fullerton.
Revision to ASR and/or Attachments

Date: May 28, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: 19-001351, Meeting Date 6/2/2020, Item No. # 15
Subject: Approval of Contract for Warmline Services

Explanation:

The Health Care Agency would like to update the following:

**Annual Cost:** FY 2020-21 $1,116,665 $1,448,665

**Funding Source:** State: 100% {Mental Health Services Act / Prop 63}
State: 94% {Mental Health Services Act / Prop 63}, Fed: 6% {CARES Act}

☑ Revised Recommended Action(s)

1. Approve the selection of and Contract with National Alliance on Mental Illness dba NAMI Orange County for provision of Warmline Services for the term of July 1, 2020, through June 30, 2023, for a total maximum obligation not to exceed $3,349,995 $3,681,995 renewable for two additional one-year terms.

☑ Make modifications to the:

☐ Subject  ☑ Background Information  ☐ Summary  ☐ Financial Impact

The Warmline Services program (Warmline) is a toll-free, non-crisis telephone, live chat and texting service available to any Orange County resident needing support for behavioral health issues. The goal of the Warmline is to provide timely emotional support to individuals who are experiencing grief, sadness, anxiety, anger, fear or loneliness and to reach those who are hesitant to seek behavioral health services due to stigma. Services are currently available Monday through Friday from 9 a.m. to 3 a.m. and on weekends from 10 a.m. to 3 a.m. In response to the COVID-19 pandemic, the Health Care Agency (HCA) is requesting that the Warmline hours be extended to a 24-hour operation only for Period 1 of the Contract. The Warmline has experienced an approximately 30-35 percent increase in call volume largely due to the fear and anxiety
related to COVID-19, over getting COVID-19, over loved ones who have it and over loss of jobs because of it. Extending the hours of operation and capacity would provide an additional resource for the community to help address the emotional needs during this public health crisis. To support the identified need, an amount of $332,000 will be needed. The CARES Act funding will cover $166,000 of funding through December 30, 2020. Thereafter, the balance amount of $166,000 will be covered by MHSA funds; through June 30, 2021, contingent upon the approval of the three-year MHSA Plan.

The Warmline utilizes bilingual staff and volunteers providing services in English, Spanish, Vietnamese and Farsi as well as the language line providing assistance in other languages as needed. The Warmline is anonymous and the availability of chat and text support provides callers with immediate support, including to those who are hearing impaired. Services are provided by staff or volunteers with a similar lived experience as the caller and are trained in evidence-based practices to provide non-judgmental support. All incoming calls are screened for imminent safety concerns and if needed they are immediately linked to Crisis services. The Warmline is widely publicized via outreach in the community.

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Contract MA-042-20011424 for Warmline Services
Attachment B - Contract Summary Form
Attachment C - Sole Source Justification Form
CONTRACT FOR PROVISION OF
WARMLINE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY
JULY 1, 2020 THROUGH JUNE 30, 2023

THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

WITNESSETH:

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County’s Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom 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 18, 2020, the President of the United States proclaimed 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 assistant 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, Third Edition, Version 3.1 (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/commodities described herein as an eligible cost during emergencies; and
WHEREAS, COUNTY in need of the services/commodities 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, COUNTY wishes to contract with CONTRACTOR for the provision of Warmline Services described herein to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:
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<td>I. Certification Regarding Anti-Lobbying</td>
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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2023
Period One means the period from July 1, 2020 through June 30, 2021
Period Two means the period from July 1, 2021 through June 30, 2022
Period Three means the period from July 1, 2022 through June 30, 2023

Maximum Obligation:

| Period One Maximum Obligation: | $1,448,665 |
| Period Two Maximum Obligation: | $1,116,665 |
| Period Three Maximum Obligation: | $1,116,665 |
| TOTAL MAXIMUM OBLIGATION: | $3,681,995 |

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 02-681-5466

CONTRACTOR TAX ID Number: 95-3726369

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: National Alliance on Mental Illness dba NAMI Orange County
1810 E. 17th St.
Santa Ana, CA 92705
Steve Pitman, Board President
spitman@namioc.org

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### I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

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<th>Acronym</th>
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<td>Acquired Immune Deficiency Syndrome</td>
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<td>D. ASAM PPC</td>
<td>American Society of Addiction Medicine Patient Placement Criteria</td>
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<td>E. ASI</td>
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<td>F. ASRS</td>
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<td>M. CESI</td>
<td>Client Evaluation of Self at Intake</td>
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<td>COUNTY HIPAA Policies and Procedures</td>
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II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B and C attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR’s compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required
elements by ADMINISTRATOR’s Compliance Officer as described in this Compliance Paragraph to this Contract. These elements include:

a. Designation of a Compliance Officer and/or compliance staff.
b. Written standards, policies and/or procedures.
c. Compliance related training and/or education program and proof of completion.
d. Communication methods for reporting concerns to the Compliance Officer.
e. Methodology for conducting internal monitoring and auditing.
f. Methodology for detecting and correcting offenses.
g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR’s Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR’s Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR’s annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor’s proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s Compliance Officer’s determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR’s compliance officer that the CONTRACTOR’s compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR’s compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR’s Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health
and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration’s Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
   b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Contract.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and state health care programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Contract.
7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR’s Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR’s right to terminate this Contract on the basis of such default.

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the
CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. COST REPORT

A. CONTRACTOR shall submit separate Cost Reports for Period One, period Two, and Period Three, 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 Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. 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.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

   a. CONTRACTOR may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

   b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.
2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

B. The individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

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"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _________ for the cost report period beginning __________ and ending __________ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed ________________________________
Name ________________________________
Title ________________________________
Date ________________________________

VIII. DEBARMENT AND SUSPENSION CERTIFICATION
A. CONTRACTOR certifies that it and its principals:
   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
   2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
   3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
   4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
   5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
   6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

IX. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume CONTRACTOR’s duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

2. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

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5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract.

C. CONTRACTOR’s obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Contract.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR’s status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR’s name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever requested by COUNTY.

X. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Purchasing Agency by way of the following process:

1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XI. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.
XII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Contract is followed without interruption by another agreement between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause,
CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIII. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation. The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XIV. INDEMNIFICATION AND INSURANCE

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 Contract. 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 Contract, 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 Contract 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 Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract 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 Contract 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 Contract. 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 Contract 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 Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the 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 Contract, CONTRACTOR shall defend the 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 the CONTRACTOR’s SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

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:
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles (4 passengers or less)</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims made</td>
</tr>
</tbody>
</table>

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.

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J. All insurance policies required by this Contract 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.

K. 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.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) 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 Contract.

M. 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).

N. Insurance certificates should be forwarded to the agency/department address as specified in the Referenced Contract Provisions of this Contract.

O. 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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. 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 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

Q. 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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
   a. Prior to the start date of this Contract.
   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 the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
provisions stipulated in this Contract 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 Contracts between COUNTY and CONTRACTOR until such time that the
required COI and endorsements that meet the insurance provisions stipulated in this Contract 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 Contracts between COUNTY and
CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
provisions stipulated in this Contract 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.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
of the State of California, the Secretary of the United States Department of Health and Human Services,
the Comptroller General of the United States, or any other of their authorized representatives, shall to
the extent permissible under applicable law have access to any books, documents, and records, including
but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to
a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making
transcripts during the periods of retention set forth in the Records Management and Maintenance
Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the
services provided pursuant to this Contract, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in
Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
Contract, and shall provide the above–mentioned persons adequate office space to conduct such
evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and
regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement

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appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Contract must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.
XVIII. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is as specified in the Referenced Contract Provisions of this Contract.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Contract.

XIX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance” paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XX. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Client or potential Client any service, benefit, or accommodation.

2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.

3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.

1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

   a. COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

   b. Throughout the problem resolution and grievance process, Client rights shall be maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process. Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

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XXI. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;
2. When faxed, transmission confirmed;
3. When sent by Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Contract, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION
   a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.
   b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.
c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.//

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the
extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal
or state regulations and/or COUNTY policies.

C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure
manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
termination of the contract, unless a longer period is required due to legal proceedings such as litigations
and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
billings, and revenues available at one (1) location within the limits of the County of Orange. If
CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
written approval to CONTRACTOR to maintain records in a single location, identified by
CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered
health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record
systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
with the terms of this Contract and common business practices. If documentation is retained
electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer
terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
requested.

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J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

L. CONTRACTOR shall make records pertaining to the costs of services, patient fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

XXV. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal or professional research, or for publication.

XXVI. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

XXVII. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Funding travel or training (excluding mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s Clients.

XXVIII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner to be COUNTY’s employees.

**XXIX. TERM**

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

**XXX. TERMINATION**

A. Either Party may terminate this Contract, without cause, upon ninety (90) calendar days’ written notice given the other Party.

B. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

C. Unless otherwise specified in this Contract, COUNTY may terminate this Contract upon five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this Contract. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

D. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR’s services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

E. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:
   a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
   b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days’ written notice given CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

F. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Contract in an amount consistent with the reduced term of the Contract.

G. In the event this Contract is terminated by either Party pursuant to Subparagraphs B., C., or D. above, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Contract.

4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client’s best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each Client being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar days.

H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

XXXI. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

XXXII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.
IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY

BY: [Signature]

TITLE: President

DATED: 5/27/2020

COUNTY OF ORANGE

BY: [Signature]

TITLE: HEALTHCARE AGENCY

DATED: 5/28/2020

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.
EXHIBIT A
TO CONTRACT FOR PROVISION OF
WARMLINE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY
JULY 1, 2020 THROUGH JUNE 30, 2023

I. COMMON TERMS AND DEFINITIONS

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

1. **Assessment** means an evaluation of an individual’s behavioral health needs and conditions in order to determine the most appropriate course of services.

2. **At Risk** means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

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

4. **CAT** means a program within the Behavioral Health Services branch of the Orange County Health Care Agency comprised of licensed clinical social workers, marriage and family therapists, and behavioral health specialists, whose functions include:
   a. Crisis intervention for hospital diversions;
   b. Evaluation for involuntary hospitalization (5150 WIC); assistance to police, fire, and social service agencies in response to psychiatric emergencies;

5. **Crisis Prevention Hotline** provides toll-free, 24-hour, immediate, confidential, culturally and linguistically appropriate, over-the-phone suicide prevention services to anyone who is in crisis or experiencing suicidal thoughts.

6. **Early Intervention** means the act of intervening, interfering or interceding at the manifestation of a Behavioral Health Condition, with the intent of measurably improving the condition or to prevent a Behavioral Health Condition from getting worse.

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

8. **Family Member** means any traditional and/or non-traditional support system, significant other, or natural support designated by the Participant.

9. **Live Chat** means a web service that allows Participants of mental health services and their families to communicate with mentors in real time, via a provider’s website, to receive support, share concerns, and connect to resources available in the community.
10. **MHSA** means the law that provides funding for expanded community mental health services, also known as Proposition 63.

11. **Outreach** means contact with potential Participants to link them to appropriate mental health and supportive services; which may include activities that educate the community about services offered and requirements for participation in the program.

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

13. **PEI Plan** means the most recent County of Orange MHSA Prevention and Early Intervention Plan approved by the Orange County MHSA Steering Committee and Board of Supervisors.

14. **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 relates 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.

15. **PII** means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, E-Mail 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 birth date, zip code, mother's maiden name and gender.

16. **POMS** means a questionnaire designed to measure a person's affective states – e.g. tension, depression, fatigue, vigor, confusion, anger, and esteem-related affect.

17. **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.

18. **Referral** means an individual receives information or contacts for services or programs.

19. **Unduplicated Participant** means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period. For example; if a Participant receives individual and group services, they can only be counted once.

20. **Units of Service** means the number and/or type of activities the CONTRACTOR will fulfill during a contractual Contract period.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract.
II. BUDGET

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

<table>
<thead>
<tr>
<th></th>
<th>Period One</th>
<th>Period Two</th>
<th>Period Three</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATIVE COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$60,000</td>
<td>$74,642</td>
<td>$74,642</td>
<td>$209,284</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$60,000</td>
<td>$74,642</td>
<td>$74,642</td>
<td>$209,284</td>
</tr>
<tr>
<td>ADMINISTRATIVE COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                      |            |            |              |        |
| PROGRAM COST         |            |            |              |        |
| Salaries             | $1,014,276 | $747,904   | $747,904     | $2,510,084 |
| Benefits             | 153,376    | 109,968    | 109,968      | 373,312  |
| Services and Supplies| 221,013    | 184,151    | 184,151      | 589,315  |
| SUBTOTAL PROGRAM     | $1,388,665 | $1,042,023 | $1,042,023   | $3,472,711 |
| COST                 |            |            |              |        |

<table>
<thead>
<tr>
<th></th>
<th>Period One</th>
<th>Period Two</th>
<th>Period Three</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL GROSS COST</td>
<td>$1,448,665</td>
<td>$1,116,665</td>
<td>$1,116,665</td>
<td>$3,681,995</td>
</tr>
</tbody>
</table>

|                      |          |            |              |        |
| REVENUE              |          |            |              |        |
| MHSA                 | $1,361,745.10 | $1,116,665 | $1,116,665   | $3,595,075.10 |
| CARES ACT            | $86,919.90 | 0          | 0            | $86,919.90 |
| TOTAL REVENUE        | $1,448,665.00 | $1,116,665 | $1,116,665   | $3,681,995.00 |

<table>
<thead>
<tr>
<th></th>
<th>Period One</th>
<th>Period Two</th>
<th>Period Three</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL MAXIMUM</td>
<td>$1,448,665.00</td>
<td>$1,116,665</td>
<td>$1,116,665</td>
<td>$3,681,995.00</td>
</tr>
</tbody>
</table>

B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

III. PAYMENTS

A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR’s costs are allowable pursuant to county, state, and federal regulations. Non-compliance will require the completion of a CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State, County or OCPD, ADMINISTRATOR may elect to reduce County’s maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY’s Maximum Obligation. CONTRACTOR’s invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report paragraph of this Contract. Invoices received after the due date may not be paid in accordance with Subparagraph III.B. of this Exhibit A to the Contract.

D. CONTRACTOR’s invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar 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.

//
E. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source
documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
canceled checks, receipts, receiving records, and records of services provided.
F. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
with any provision of the Contract.
G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
and/or termination of the Contract, except as may otherwise be provided under the Contract, or
specifically agreed upon in a subsequent Contract.
H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
Payments Paragraph of this Exhibit A to the Contract.

IV. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations to
any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and
annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to
disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar
days following the end of the month being reported.

2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated
year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph
of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue to date
and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a projection
narrative justifying the year-end projections. Year-End Projection Reports shall be submitted in
conjunction with the Monthly Expenditure and Revenue Reports.

B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to
ADMINISTRATOR. CONTRACTOR’s reports shall contain required information, and be on a form
acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later
than twenty (20) calendar days following the end of the month being reported.

C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not
CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.

V. SERVICES

A. FACILITY - CONTRACTOR shall maintain facility for the provision of services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility shall include space to support the services identified within the Contract.

    2030 E. 4th St. suite A-221
    Santa Ana, CA 92705

B. CONTRACTOR shall provide culturally and linguistically appropriate non-crisis services to all COUNTY residents via telephone in the language of their choice, via TTY, or via Internet Live Chat. The services shall include, but not limited to, the following:

1. CONTRACTOR shall, through trained staff who are Participants of mental health and/or substance use disorders services and/or the Family Members of mental health or substance use disorders Participants, provide county-wide, non-crisis services twenty-four (24) hours a day, three hundred and sixty-five (365) days a year in Period One. The expansion of service hours are made in anticipation of an increase in need due to COVID-19. Service hours will resume to the 18 hour operation in Period Two unless notified by Administrator otherwise

2. CONTRACTOR shall have a trained supervisor or senior mentor who will screen all incoming calls/TTY/Internet Live Chat for program eligibility. Supervisor, lead or senior mentor shall listen or observe for warning signs that indicate that the caller should be connected with the Crisis Prevention Hotline immediately for a more detailed Assessment.

3. When it is determined by CONTRACTOR staff that the caller’s/texter’s needs are best met by the Crisis Prevention Hotline, the supervisor or senior mentor shall obtain as much information as possible, contact the Crisis Prevention Hotline; and stay on the phone/TTY/chat until connection between caller/texter and a live Crisis Prevention Hotline counselor is successfully established. If the supervisor or senior mentor is unable to connect a caller/texter to the Crisis Prevention Hotline, they
shall contact the Centralized Assessment Team or the appropriate police department and request services/interventions for the caller.

4. When CONTRACTOR staff is speaking to callers/texters about their loved ones who are in crisis, the supervisor or senior mentor shall gather as much information as possible and offer to link/refer callers/texters to Crisis Prevention Hotline counselors for immediate attention.

5. When the supervisor or senior mentor has determined through a thorough screening that there is no evidence of safety concern and that the caller’s/texter’s needs can be satisfactorily met by trained mentors, the supervisor or senior counselor shall immediately link callers/texters with trained mentors.

6. CONTRACTOR shall support callers/texters who are struggling with their Behavioral Health Conditions and are looking for a respectful, caring, and understanding person who has been through a similar journey to listen to their concerns and assist them with meaningful and practical strategies to cope with their situations and be more optimistic about their recovery and future.

7. CONTRACTOR shall have trained mentors educate callers/texters about Behavioral Health Conditions based on factual information and the availability of appropriate services and resources in the community to prevent or ameliorate Behavioral Health Conditions.

8. CONTRACTOR shall meet the diverse language needs of non-English speaking callers/texters for language-specific mentor services by retaining over-the-phone interpretation/translation services offered by a language line service provider as approved by ADMINISTRATOR.

9. CONTRACTOR shall conduct Outreach to inform the community about Warmline Services using a variety of means, including but not limited to advertisement on CONTRACTOR’s own and community partners’ websites, internet search engines, community newspapers, radio and television ads, public service announcements, and community presentations. It is expected that the Warmline will coordinate with existing Outreach and Engagement Services staff from partner agencies to increase visibility and relationships between programs. All print, internet, television and other media-related Outreach should be developed in multiple languages to engage as many underserved and isolated cultural groups as possible. These groups may include, but are not limited to, non-English speakers, deaf and hard of hearing persons, veterans, youth, adults, older adults, and LGBTQI persons.

10. CONTRACTOR shall furnish up-to-date and relevant information to callers/texters about how to navigate through and access the behavioral health services system as well as any other needed resources in the community. Referrals might include, but not be limited to behavioral health counseling, prescription assistance programs, legal support and advocacy, basic needs and social services, as well as suicide Prevention programs such as the Crisis Prevention Hotline.

11. CONTRACTOR shall provide Warmline Services as a broad range of personalized social development services that are culturally and linguistically appropriate and consistent with the PEI Plan.
C. CONTRACTOR shall at a minimum achieve the following Units of Service.

<table>
<thead>
<tr>
<th>Warmline Network Services</th>
<th>Units of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Calls</td>
<td>81,250</td>
</tr>
<tr>
<td>Unduplicated Callers</td>
<td>30,000</td>
</tr>
<tr>
<td>Presentations or Outreach activities</td>
<td></td>
</tr>
<tr>
<td>1. Number of face-to-face presentations</td>
<td>140</td>
</tr>
<tr>
<td>2. Total Number of people served in Outreach activities</td>
<td>8,000</td>
</tr>
<tr>
<td>3. Digital Presentations (Zoom, etc)</td>
<td>55</td>
</tr>
</tbody>
</table>

D. CONTRACTOR shall track and implement the following Outcome Measures.

1. CONTRACTOR shall utilize the Changes in Caller Mood Survey instrument, as reviewed and approved by ADMINISTRATOR to collect pertinent data, which will be entered and analyzed for Participant’s level of satisfaction, program management, and quality improvement purposes.

2. CONTRACTOR shall utilize a data collection system for tracking Participants’ Enrollment and demographics when identified, as callers are anonymous, and track service utilization including frequency and level of satisfaction. CONTRACTOR shall also continuously track the number of Participants reached through Outreach, volume of calls/TTYs/chats, contacts address or zip codes of where the callers/texters are calling/texting from, what percentages of callers/texters are priority populations and preferred languages, and total Referrals provided.

3. CONTRACTOR shall strive to meet the following goals for their program:
   a. On average, Participants will demonstrate an improvement in mood as measured and reflected by the positive change from the Modified POMS Scale. This will occur as a result of mentors providing unconditional, empathic support to Participants via telephone, TTY, and Internet Live Chat; educating them about Mental Health Conditions and available resources in the community; collaborating with them in finding ways to cope better with their situations; and instilling hope in their recovery and future; and
   b. Increase community members’ awareness, help-seeking behavior, and access to both crisis and non-crisis services by screening all Participants for safety concerns using prevailing suicide risk Assessment standards; educating them about mental health disorders when deemed appropriate; and referring them with at least one (1) to three (3) appropriate community resources to meet their mental health needs.

4. CONTRACTOR shall provide the COUNTY with monthly data reports, or as needed upon request of ADMINISTRATOR.
E. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.

F. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format approved by ADMINISTRATOR.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

VI. STAFFING

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

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Director</td>
<td>1.00</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>1.00</td>
</tr>
<tr>
<td>Resource Specialist</td>
<td>1.00</td>
</tr>
<tr>
<td>Data Analyst</td>
<td>0.05</td>
</tr>
<tr>
<td>Info Tech Position</td>
<td>0.50</td>
</tr>
<tr>
<td>Lead Mentor</td>
<td>2.00</td>
</tr>
<tr>
<td>Senior Mentor</td>
<td>3.50</td>
</tr>
<tr>
<td>Evening Mentor</td>
<td>2.00</td>
</tr>
<tr>
<td>Day Mentor (Full-time)</td>
<td>3.00</td>
</tr>
<tr>
<td>Day Mentor</td>
<td>5.13</td>
</tr>
<tr>
<td>Admin Assistant</td>
<td>0.63</td>
</tr>
<tr>
<td>Clinical Supervisor</td>
<td>2.00</td>
</tr>
<tr>
<td>TOTAL FTEs</td>
<td>21.81</td>
</tr>
</tbody>
</table>

B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.
C. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

D. CONTRACTOR shall actively recruit and maintain a large pool of qualified volunteers, especially those who speak other languages and those whose lives were impacted by Behavioral Health Conditions, substance use disorders, and suicide and train them to be Warmline mentors. Further, CONTRACTOR shall encourage volunteers/interns who have demonstrated exceptional skills on the Warmline to apply for available paid positions with CONTRACTOR upon written approval of ADMINISTRATOR.

E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR.

F. CONTRACTOR shall maintain personnel files for each staff member, both administrative and programmatic, both direct and indirect, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

G. CONTRACTOR shall establish clear P&Ps pertaining to staff’s work location options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall address at the minimum the following:
   1. Eligibility and selection criteria;
   2. Staff’s field/home on-duty conduct and responsibilities;
   3. Supervision plan of staff and equipment including emergency procedure; and
   4. Confidentiality and records keeping.

H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Contract.

I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

J. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

K. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or
one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any State regulatory requirements.

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.
EXHIBIT B
TO CONTRACT FOR PROVISION OF
WARMLINE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY
JULY 1, 2020 THROUGH JUNE 30, 2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A, B, and C to the Contract or in subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Contract, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the //
Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

   a. Breach excludes:

      1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

      2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

      3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

      1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

      2) The unauthorized person who used the PHI or to whom the disclosure was made;

      3) Whether the PHI was actually acquired or viewed; and

      4) The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.


10. “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.


15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY’s obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, agents, subcontractors, and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Contract, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY’s request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

   a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this subparagraph C; or
b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR’s operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:
   a. Complying with all of the data system security precautions listed under subparagraphs E, below;
   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with subparagraph E below and as required by 45 CFR § 164.410.
6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

E. DATA SECURITY REQUIREMENTS

1. Personal Controls
   a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR’s expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member’s name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.
   b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR’s privacy P&Ps, including termination of employment where appropriate.
   c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Contract.
   d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member’s background check documentation for a period of three (3) years.

2. Technical Security Controls
   a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.
b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) calendar or business days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)

2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls
   a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
   b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.
   c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control
   a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.
   b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls
   a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
   b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

   a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

   b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR’s notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CONTRACTOR’s notification shall include, to the extent possible:

   a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

   b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR § 164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR’s initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.
G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
   a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.
   b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:
      1) The Disclosure is required by law; or
      2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
   c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

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1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:
   a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or
   b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within (30) days, provided termination of the Contract is feasible.

2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.
   a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.
   b. CONTRACTOR shall retain no copies of the PHI.
   c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract.

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EXHIBIT C

TO CONTRACT FOR PROVISION OF
WARMLINE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY
JULY 1, 2020 THROUGH JUNE 30, 2023

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, Civil Code § 1798.29(d).
3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.
4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.
5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.
6. "Notice-triggering Personal Information" shall mean the personal information identified in California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.
7. "PII" shall have the meaning given to such term in the IEA and CMPPA.
8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).
9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation.
with respect to health care providers participating in the program, and statutes or regulations that require
the production of information, including statutes or regulations that require such information if payment
is sought under a government program providing public benefits.

10. “Security Incident” means the attempted or successful unauthorized access, use, disclosure,
modification, or destruction of PI, or confidential data utilized in complying with this Contract; or
interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF CONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract
provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
required by this Personal Information Privacy and Security Contract or as required by applicable state
and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and
physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
security program that include administrative, technical and physical safeguards appropriate to the size
and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
incorporate the requirements of subparagraph (c), below. CONTRACTOR will provide COUNTY with
its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS
PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in subparagraph E
of the Business Associate Contract, Exhibit B to the Contract; and

2) Providing a level and scope of security that is at least comparable to the level and
scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII,
CONTRACTOR shall also comply with the substantive privacy and security requirements in the
CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR’s agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR’s Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS’s compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any breach of unsecured DHCS PI and PII or security incident in accordance with subparagraph F, of the Business Associate Contract, Exhibit B to the Contract.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.
EXHIBIT D
TO CONTRACT FOR PROVISION OF
WARMLINE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NATIONAL ALLIANCE ON MENTAL ILLNESS DBA NAMI ORANGE COUNTY
JULY 1, 2020 THROUGH JUNE 30, 2023

A. 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.

B. Clean Air Act And The Federal Water Pollution Control Act -

1. Clean Air Act
   a) 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.
   b) 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.
   c) 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.

C. 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.

D. 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.

E. 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.

F. Procurement of Recovered Materials -

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.

I. 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.

II. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. 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.

//
//

3 of 5

EXHIBIT D
MA-042-20011424
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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Equal Employment Opportunity - The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

G. Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.
H. Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.
EXHIBIT E
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, City Net, 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                  Date

___________________________________
Name and Title of Contractor’s Authorized Official

5/27/2020
**Contract Summary Form**

National Alliance on Mental Illness Orange County (NAMI Orange County)

Warmline Services (FY 2020-2023)

**SUMMARY OF SIGNIFICANT CHANGES**

This is a new Sole Source Agreement.

**SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

**CONTRACT OPERATING EXPENSES**

<table>
<thead>
<tr>
<th></th>
<th>Period One</th>
<th>Period Two</th>
<th>Period Three</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADMINISTRATIVE COST</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$ 60,000</td>
<td>$ 74,642</td>
<td>$ 74,642</td>
<td>$ 209,284</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>$ 60,000</td>
<td>$ 74,642</td>
<td>$ 74,642</td>
<td>$ 209,284</td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE COST</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PROGRAM COST</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$1,014,276</td>
<td>$ 747,904</td>
<td>$ 747,904</td>
<td>$2,510,084</td>
</tr>
<tr>
<td>Benefits</td>
<td>153,376</td>
<td>109,968</td>
<td>109,968</td>
<td>373,312</td>
</tr>
<tr>
<td>Services and Supplies</td>
<td>221,013</td>
<td>184,151</td>
<td>184,151</td>
<td>589,315</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROGRAM COST</strong></td>
<td>$1,388,665</td>
<td>$1,042,023</td>
<td>$1,042,023</td>
<td>$3,472,711</td>
</tr>
<tr>
<td><strong>TOTAL GROSS COST</strong></td>
<td>$1,448,665</td>
<td>$1,116,665</td>
<td>$1,116,665</td>
<td>$3,681,995</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MHSA</td>
<td>$1,361,745.10</td>
<td>$1,116,665</td>
<td>$1,116,665</td>
<td>$3,595,075.10</td>
</tr>
<tr>
<td>CARES ACT</td>
<td>86,919.90</td>
<td>0</td>
<td>0</td>
<td>$86,919.90</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$1,448,665.00</td>
<td>$1,116,665</td>
<td>$1,116,665</td>
<td>3,681,995.00</td>
</tr>
<tr>
<td><strong>TOTAL MAXIMUM OBLIGATION</strong></td>
<td>$1,448,665</td>
<td>$1,116,665</td>
<td>$1,116,665</td>
<td>$3,681,995</td>
</tr>
</tbody>
</table>
Sole Source Request Form
Instruction Sheet

COUNTY POLICY ON SOLE SOURCE CONTRACTS:

It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Per the Contract Policy Manual, a sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County’s requirements, CPM section 4.5. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached within the Agenda Staff Report (CPM, Section 4.5)

SECTION I – INSTRUCTIONS FOR COMPLETING THE ATTACHED FORM
(To be completed by the department’s end-user, Program Manager, or Subject Matter Expert)

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.

2. A written justification will be prepared by the department and approved by the department head or designee.

3. Prior to execution of a contract, the County Procurement Officer or designee shall approve ALL sole source requests for commodities that exceed $250,000 annually, services exceeding $75,000 annually and all Board contracts despite the amount. Board approval is required for all sole source contracts for commodities that exceed $250,000 annually and services exceeding $75,000 annually or a two (2) year consecutive term, regardless of the contract amount. Any amendments to Board approved sole source contracts require a new sole source form.

4. If vendor is a retired, former Orange County employee, CEO Human Resource Services shall approve the sole source request, regardless of the sole source amount.

5. Valid sole source requests will contain strong technological and/or programmatic justifications. Requests will explain how it is a sole source purchase, provide a clear and convincing justification and detail the purchasing history (who, what, when, how and where).

6. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.

7. Sole source requests for Human Service contracts will be guided by the regulations of the funding source.

8. Each question in Section II of this form must be answered in detail and the form signed by the department head with concurrence of the Deputy Purchasing Agent.

9. All sole source request forms must be entered into the County’s online bidding system along with its supporting documentation.

10. The Deputy Purchasing Agent (DPA) shall retain a copy of the justification/approval as part of the contract file.

11. Request for Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County) – check the Solicitation Exemption box and complete additional question no 8.
**SECTION II – DEPARTMENT INFORMATION  (Complete in its entirety)**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Date: 01/16/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCA – Children, Youth, and Prevention Behavioral Health Services</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Sole Source BidSync Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Alliance on Mental Illness DBA NAMI Orange County</td>
<td>042-C026073-JCG-SS</td>
</tr>
</tbody>
</table>

**Is the above named vendor a retired employee of the County of Orange?**  ☒ Yes  ☐ No

If “Yes”, review and Approval is required from CEO Human Resource Services prior to contract execution.

<table>
<thead>
<tr>
<th>Contract Term (Dates):</th>
<th>Is Agreement Grant Funded?</th>
<th>Percent Funded:</th>
<th>Proprietary?</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2020 – 6/30/2023</td>
<td>☐ Yes  ☒ No</td>
<td>100%</td>
<td>☐ Yes  ☒ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount?</th>
<th>Is this renewable?</th>
<th>If yes, how many years?</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,682,000 for three (3) years combined</td>
<td>Yes</td>
<td>for two (2) additional one (1) year periods</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Request:</th>
<th>Renewal</th>
<th>Amendment</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ New</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Renewal Year:</th>
<th>Did vendor provide a sole source affidavit?</th>
<th>If yes, please attach</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>☐ Yes  ☒ No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Date:</th>
<th>ASR Number:</th>
<th>If not scheduled to go to the Board explain why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

**Does Contract include Non-Standard Language?**  If yes, explain in detail.

Proposed contract does not include non-standard language

<table>
<thead>
<tr>
<th>Was Contract Approved by Risk Mgmt.?</th>
<th>Was Contract Approved by County Counsel?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Management approval is not required</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Were any exceptions taken?</th>
<th>If yes, explain in detail.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No exemptions were taken by the vendor.</td>
<td></td>
</tr>
</tbody>
</table>

**☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.**

**☐ Solicitation Exemption**  (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)
SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This request is for a human services contract for Warmline Services for Orange County. The services provided by the vendor will include countywide non-crisis supportive services for mental health and substance abuse issues provided via telephone, texting, or via Internet Live Chat. The vendor will also conduct face-to-face presentations and community outreach to promote Warmline services. The comprehensive scope of these services will include extended hours of operation, during late evening, early morning and weekend hours to ensure that individuals, loved ones and families, struggling with a behavioral health condition receive the timely support they need.

Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (This information may be obtained from the scope of work prepared by the County and the vendor’s proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.

A. Warmline services will include countywide peer-to-peer, non-crisis support for anyone struggling with mental health and/or substance abuse issues. Through extended hours of operation, 24 hours a day (for Period One only, as a Covid-19 measure, which will return to 18 hours a day by Period Two), and seven (7) days a week for the entirety of the agreement, the goal of these services is to reduce prolonged suffering of mental illness through the provision of mental health support, information and referral services.

B. Culturally and linguistically supportive services offered via the Warmline will be provided through a toll-free, non-crisis services via telephone, or via Internet Live Chat. Warmline services shall be provided by trained staff who have been through a similar journey, either as a mental health or substance abuse services consumer, or as a family member of an individual receiving these services. To meet the diverse language needs of the community, the vendor will provide services in multiple languages that represent the threshold languages in Orange County.

C. Warmline operators will assess callers for needed mental health support, provide information, appropriate resources, and assistance with the coordination of care when appropriate. Assessment of the incoming calls/Internet Live Chat will also be made for any warning signs that may indicate a caller’s need for more extensive support, including the Crisis Prevention Hotline.

D. Warmline Services will include several outreach activities in the community with the goal of increasing awareness of the Warmline services; promoting services by reducing the stigma associated with behavioral health conditions; and educating the community about mental health and wellness resources. Promotional activities will include using a variety of means, such as advertisements on websites, internet search engines, community newspapers, radio and
television ads, public service announcements, and community presentations. Outreach efforts will include targeting culturally or linguistically isolated or underserved groups, such as non-English speakers, deaf and hard of hearing persons, veterans, youth, adults, older adults, and LGBTQ persons.

2. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County’s requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) 
Attach additional sheet if necessary.

A. The National Alliance on Mental Illness, Orange County (NAMI OC) is an affiliate of NAMI National, which was first founded in 1980 as a grassroots organization on the east coast. NAMI OC started approximately 13 years ago by a group of committed volunteers as a grassroots peer-based organization providing advocacy and emotional support to individuals and families struggling with behavioral health conditions. As NAMI OC continued to receive calls for support from the community at a steady pace, the organization started a NAMI OC Support Line providing emotional support and connecting callers to community resources. At inception, the NAMI OC Support Line operators received an average of 140 calls per month from consumers and family members. In response to a growing need for these services in Orange County, the NAMI OC Warmline was formally launched in October of 2010 through an Agreement with the Health Care Agency (HCA). Since its inception, the volume of calls to the program has steadily grown, now averaging over 4,400 calls a month. Currently, there is no other identified provider of this type of peer-to-peer consumer run, recovery-oriented type of services in Orange County. During the last solicitation for these services in February 2015, a Request for Proposals (RFP) for Warmline Services resulted in only one proposal received from NAMI OC that was deemed responsive by the evaluation committee. Based on research and an assessment of existing services in Orange County, HCA has established that there is no other provider currently providing these services and no other provider with the capability of providing the scope of service as described above, in Orange County.

B. Furthermore, NAMI OC is recognized as the pioneer of the Warmline services in California. NAMI OC is the only provider of similar services in the Southern California region, which was verified by HCA staff. In Los Angeles County, the Department of Mental Health provides a limited help-line service during business hours, and Didi Hirsch, the provider of the Crisis Hotline Services in LA County, sub-contracts with NAMI OC to provide Warmline support to LA County residents during the hours of 10 pm – 6 am. Beyond this, NAMI OC frequently provides consultation to other counties in the State of California as well as nationally to assist them with setting up their own Warmline services.

C. The NAMI OC Warmline operates seven (7) days a week with continued after hours support. The current hours of operation are Monday through Friday 9 am-3 am and Saturday and Sunday 10 am-3 am. The Warmline provides anonymous, direct telephone, chat, and text support to anyone who has concerns about mental health, is lonely or confused, needs a trained empathic mentor listener, and/or needs information about mental health resources. The
after hour and weekend availability and anonymity is highly valued in the community. The Warmline mentors and volunteers are trained to provide non-judgmental non-crisis telephone support for individuals who are experiencing fear, grief, sadness, anger, anxiety, or loneliness. Services are currently available in English, Spanish, Vietnamese, and Farsi. Callers that speak other languages are connected to services via a language line service. Furthermore, the availability of a convenient chat and text feature provides callers with immediate support, including the hearing impaired. There are no other identified providers currently capable of providing these specific extended hour services and/or have the technical capability to provide these services in Orange County.

D. Finally, many of Orange County’s diverse unserved/underserved communities have difficulty openly discussing mental health issues and seeking help. The NAMI OC Warmline has established trust with these communities over time, and the NAMI OC Warmline operators are recognized as knowledgeable, caring mentors, who have first-hand, personal experience dealing with a behavioral health conditions through phone support to the multitude of callers who bring in their daily concerns. Mentors receive approximately 20 hours of professional training, which includes one-on-one training provided by a licensed clinician who also listens in on calls and provides feedback to operators. Furthermore, NAMI OC has been widely publicized throughout the county as the Warmline resource through advertising in various types of media and through numerous outreach events and activities, including at schools, at hospitals, at community based organizations and in the community at large. There are no other established providers of Warmline services, who possess the necessary skilled staffing, operations and trust within the community for providing these services in Orange County.
3. **How does recommended vendor’s prices or fees compare to the general market?**
   
   Attach quotes for comparable services or supplies. Attach additional sheet if necessary.
   
   The NAMI OC Warmline is well below the market rate for a similar service in northern California. The program is able to leverage a number of resources for its operations and thereby reducing the costs charged to the county. The NAMI OC Warmline has a unique program design that utilizes trained peer volunteers for its operation. These services are provided by a large number of volunteers recruited for the telephone and chat services making it possible to handle a high volume of over 53,000 calls annually, an average of 4,400 calls per month, at a greatly reduced cost. Approximately 23 mentors and 13 volunteers/interns support the NAMI OC Warmline. However, only 10.30 total FTE, including 1 FTE Clinical Director, 1 FTE Program Manager, 7.39 FTE for mentor staffing, .88 FTE for outreach staffing, and .03 for data collection staffing are charged to the HCA contract. Each volunteer/mentor and intern is provided at least 20 hours of training, which is provided in-kind by NAMI OC.

   Additional resources provided in-kind include the following: technological upgrades and improved telephone system, internet capabilities, nine (9) call stations, insurance coverage, in-house phone and IT support, mechanisms to collect data including electronic health record system, bilingual Spanish, Vietnamese and Farsi staff coverage. Additionally, NAMI OC in has trained police officers at a local Police Department and through this partnership, has further increased its capability to take additional calls.

   The costs of operating the NAMI OC Warmline when compared to a recently implemented Warmline in northern California are also very low. This new Warmline is estimated to cost 3.3 Million dollars annually with a capacity to answer only 28,000 calls annually.

4. **If the recommended vendor was not available, how would the County accomplish this particular task?**
   
   Attach additional sheet if necessary.
   
   As there are no other community providers with the capability to provide similar services, the County would have to provide the services. Consequently, the County would have to establish a Warmline, which would be very costly and time consuming. A project of this magnitude would be a huge challenge to implement by July 1, 2020. Furthermore, the County would still need to contract with NAMI OC as a consultant to establish the program, and as the training provider for County staff. NAMI OC is utilized state-wide for similar trainings due to their expertise.

   In the absence of the preventative safety net provided by these services, residents in an emotional crisis would have limited and very restricted options and may end up calling the Crisis Hotline services. This would significantly impact on the ability of the Crisis Hotline staff to respond to the most needy callers with a crisis and they might be responding to non-
emergency calls instead. In the absence of a NAMI OC Warmline services, more people will likely escalate to a crisis, resulting in increases in emergency room visits, suicide attempts, and even suicide deaths. Therefore, it is in the best interest of the County to continue to contract with the NAMI OC Warmline for the provision of these services.

5. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Vendor has no name changes, litigation, and judgments for the last seven (7) years.

6. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? ☐ Yes ☐ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Vendor is not a retired or former County employee.

8. Explain (in detail) why a request for Solicitation Exemption is needed. *(Only applicable for Solicitation Exemption)*

Attach additional sheet if necessary.

N/A
Sole Source Request Form
Sole Source Bidsync #042-C026073-JCG-SS

SECTION IV – AUTHOR/REQUESTOR

Signature: Bhuvana Rao
Print Name: Bhuvana Rao
Date: 5/27/2020

SECTION V – CEO Human Resource Services APPROVAL  (Review and approval is required when vendor is a Retired, Former Employee.)

Signature: 
Print Name: N/A
Date: 

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: Joseph Cook-Giles
Print Name: Joseph Cook-Giles
Date: 5/27/2020

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: Anna Peters
Print Name: Anna Peters
Date: 5/27/2020

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:

Comments:

CPO: ☐ Approved ☐ Denied
CFO: ☐ Approved ☐ Denied

CPO Authorized Signature: Date: 
CFO Authorized Signature: Date: 

HCA ASR 19-001351
Page 8 of 9
### Release Bid Workflow

<table>
<thead>
<tr>
<th>Name:</th>
<th>Joe Cook-Giles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>7148347602</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:JCook-Giles@ochca.com">JCook-Giles@ochca.com</a></td>
</tr>
<tr>
<td>Status:</td>
<td>Submitter May 27, 2020 4:04:08 PM PDT</td>
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</tbody>
</table>

### Bid Information

- **Bid Number:** 042-C026073-JFC-SS
- **Bid Title:** Warmline Services
- **Status:** Approved

### View Workflow History

**Questions?** Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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May 21, 2020

To: Honorable Board of Supervisors

From: Robin Stieler, Clerk of the Board

Subject: June 2, 2020 Board Agenda, Item 60

A clerical error was made on the title for item 60.

The correct title should read:

Approve amendment 1 to contracts with MA-080-17011771 with Arcadis U.S., Inc, MA-080-17011772 with Cumming Construction Management Inc., MA-080-17011773 with Jeff Oviedo & Associates, Inc. dba JOA Group, MA-080-17011774 with Project Dimensions, Inc., MA-080-17011775 with Anser Advisory, LLC dba Simplus Management and MA-080-17011776 with PMCS Group, Inc., for on-call contract administration-project management support services for countywide maintenance projects, 6/6/20 - 6/5/22 ($1,000,000 each; cumulative total $15,000,000); approve Assignment, Novation and Consent agreement with Simplus Management Corporation assigning to Anser Advisory, LLC dba Simplus Management for on-call contract administration-project management support services; authorize Director or designee to execute amendments; authorize County Procurement Officer or authorized Deputy to execute agreement; and make California Environmental Quality Act and other findings - All Districts

cc.: Frank Kim, CEO
    Leon Page, County Counsel
Revision to ASR and/or Attachments

Date: May 28, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 20-000429, Meeting Date 6/2/2020 Agenda Item No. # 640
Subject: Grant Applications/Awards Report

Explanation: CEO-LA would like to revise item 4 (Grant Award for Health Care Agency-Housing Opportunities for Persons with AIDS (HOPWA) Coronavirus Aid, Relief and Economic Security Act Supplemental Award) on the grants report.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary

☒ Revised Attachments (attach copy of revised attachment(s))

The funding amount for item # 1, Health Care Agency’s Homeless Housing Assistance Program grant application was revised.
County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County’s grants activities. It also serves to inform Orange County’s Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On June 2, 2020 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS

1. Approve Grant Application – OC Public Works – Natural Resources Agency Urban Flood Protection Grant Program (Proposition 68) - East Garden Grove-Wintersburg Channel (C05) – $6,000,000.

2. Approve Grant Application – OC Public Works – Natural Resource Agency Urban Flood Protection Grant Program (Proposition 68) - Huntington Beach (D01) and Talbert (D02) Channels Rehabilitation Project – $6,000,000.

3. Approve Grant Award – Health Care Agency – Housing Opportunities for Persons with AIDS (HOPWA) Coronavirus Aid, Relief, and Economic Security Act Supplemental Award – $346,141.

4. Approve Grant Award – Health Care Agency – Post Whole-Person Care Medical Respite Care – $250,000.

5. Approve Grant Award – Health Care Agency – Public Health Nursing Services for Bridges Maternal Child Health Network – $5,057,670


7. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Grant – $13,016,802.

8. Approve Grant Award and Adopt Resolution – OC Community Resources – Health Insurance Counseling and Advocacy Program – $559,123.


11. Approve Grant Application – District Attorney – Sexual Assault Evidence Submission Grant Program – $574,875.

12. Approve Grant Application and Adopt Resolution – District Attorney – Victim Compensation Program – $2,900,000.


If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.
**GRANT APPLICATION / ☑ GRANT AWARD**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today's Date</td>
<td>May 21, 2020</td>
</tr>
<tr>
<td>Requesting Agency/Department</td>
<td>OC Public Works</td>
</tr>
<tr>
<td>Grant Name and Project Title</td>
<td>Natural Resources Agency Urban Flood Protection Grant Program (Proposition 68); East Garden Grove-Wintersburg Channel (C05) from u/s Warner Avenue to 1,200 ft d/s Goldenwest Street (Diane Lane)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source</td>
<td>State of California, California Natural Resources Agency</td>
</tr>
<tr>
<td>Application Amount Requested</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>Application Due Date</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount</td>
<td>N/A</td>
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<td>Notification Date of Funding Award</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No (If yes, attach memo to CEO)</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☑, Recurrent, Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
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<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☑, No ☐</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☑, Other Type ☐ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑, $1,500,000 or 25 %, No ☐</td>
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<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Match will be fulfilled through Flood Fund 401</td>
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<tr>
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<td>No</td>
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<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
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Proposition 68 grant funds multi-benefit projects that address flooding in urbanized areas. The grant approval consists of a three (3) step process. Step 1: Project Proposal Submission, Step 2: On-site visit for qualifying projects and Step 3: Providing supporting documents for qualifying projects. During Step 3, a Resolution by the Board will also be required.

The Project is located within the Westminster Watershed, the largest remaining floodplain in the County. The earthen trapezoidal channel reach from upstream of Warner Avenue to 1,200 feet downstream of Goldenwest Street is currently deficient according to the Orange County Flood Control District (District) design standards of providing 100-year flood protection.

The Project consists of increasing the hydraulic conveyance of this channel reach by installing vertical channel walls (sheet piles) and removing the resultant soil wedge of the soft-bottom channel. OC Public Works is requesting $6,000,000 in Proposition 68 grant funds to be used towards channel improvements.

| Board Resolution Required? | Yes ☐, No ☑ |

(Please attach document to eForm)
**Deputy County Counsel Name:**
(Please list the Deputy County Counsel that approved the Resolution)

**Recommended Action/Special Instructions**
(Please specify below)

Approve submission of project proposal application for the East Garden Grove-Wintersburg Channel (C05) from u/s Warner Avenue to 1,200 ft d/s Goldenwest Street (Diane Lane)

**Department Contact:**
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Sonica Kohli, 714-647-3910, sonica.kohli@ocpw.ocgov.com
Eileen DePuy, 714-955-0255, eileen.depuy@ocpw.ocgov.com

**Name of the individual attending the Board Meeting:**
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Khalid Bazmi, Interim Public Works Director/County Engineer, OC Public Works
Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works
**GRANT APPLICATION / **

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The Project is located within the City of Huntington Beach and the limits for Huntington Beach (D01) Channel start from the confluence with Talbert Channel (D02) to Adams Avenue; and limits for Talbert Channel (D02) start from Brookhurst Street to Yorktown Avenue. The project consists of repair and replacement of existing corroded steel sheet piles along both channels in order to maintain the current level of flood protection and FEMA accreditation. OC Public Works requests $6,000,000 in Proposition 68 grant funds to be used towards channel rehabilitation.

<p>| <strong>Board Resolution Required?</strong> | Yes ☐ No ☒ |
| <strong>Deputy County Counsel Name:</strong> | (Please list the Deputy County Counsel that approved the Resolution) |
| <strong>Recommended Action/Special Instructions</strong> | (Please specify below) |</p>
<table>
<thead>
<tr>
<th><strong>Approve submission of project proposal application for the Huntington Beach (D01) and Talbert (D02) Channels Rehabilitation Project</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>Department Contact:</strong> List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
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<tr>
<td>Sonica Kohli, 714-647-3910, <a href="mailto:sonica.kohli@ocpw.ocgov.com">sonica.kohli@ocpw.ocgov.com</a></td>
</tr>
<tr>
<td>Eileen DePuy, 714-955-0255, <a href="mailto:eileen.depuy@ocpw.ocgov.com">eileen.depuy@ocpw.ocgov.com</a></td>
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The Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law March 27, 2020. This allocation is for individuals living with HIV in Orange County to prevent, prepare for and respond to coronavirus disease 2019 (COVID-19). Funds will be used to support housing services, specifically Emergency Financial Assistance payments, to address identified COVID-19 service needs for people living with HIV to prevent homelessness and reduce possible transmission of COVID-19. The Health Care Agency (HCA) requests that the Board of Supervisors approve the Housing Opportunities for Persons with AIDS CARES Act Supplement Award Federal Award Number CAH20-FHW010. The HCA also requests the approval of the...
Recommended Action and authorizing the Agency to accept this Notice of Award for the term of May 1, 2020 through April 30, 2022.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Notice of Award and any other necessary forms needed for this grant referenced above that do not change the Award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

The Agreement contains an indemnification provision that requires the County to indemnify and hold harmless the City against claims that arise out of County’s negligence when performing the services under the Agreement. This provision differs from the County’s practice of requiring contractors to indemnify the County. CEO/Risk Management has reviewed and approved this provision.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Meulman</td>
<td>(714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Nicole Quick</td>
<td></td>
</tr>
</tbody>
</table>
## GRANT APPLICATION / ❑ GRANT AWARD

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today’s Date:</strong></td>
<td>5/26/2020</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency (HCA)</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Post Whole-Person Care Medical Respite Care</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Orange County Health Authority, dba CalOptima</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$250,000</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ❑ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ❑</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐ Other Type ☐ Explain: Targeted specifically to HCA</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ Amount _____ or _____ % ☐ No ❑</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>(Please include the specific budget)</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

On April 4, 2019, the CalOptima Board approved a Post-WPC Medical Respite Program for CalOptima Members who need extended medical care beyond the ninety (90) day period of recuperative care services provided under the County’s Whole Person Care (WPC) pilot, in order to achieve and maintain medical stability through extended transitional care and case management. CalOptima Members who need such care beyond the parameters of the WPC pilot will continue to receive care from recuperative care providers contracted under the WPC pilot. Funds from this grant will be used to pay for all recuperative care bed days beyond those allowed under WPC until grant funds are fully utilized, or until the end of the WPC pilot, whichever comes first.
| **Board Resolution Required?**  
(Please attach document to eForm) | Yes ☐ | No ☒ |
|-----------------------------------|-------|------|
| **Deputy County Counsel Name:**  
(Please list the Deputy County Counsel that approved the Resolution) |       |      |
| **Recommended Action/Special Instructions**  
(Please specify below) |       |      |
| **Department Contact:** | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. |
| Cheryl Meronk, Chief of Operations, Regulatory/Medicare Health Services. 714-834-4099  cmeronk@ochca.com |       |      |
| **Name of the individual attending the Board Meeting:** | List the name of the individual who will be attending the Board Meeting for this Grant Item: |
| Steve Thronson or Cheryl Meronk |       |      |
| **CEO-Legislative Affairs Office**  
**Grant Authorization eForm** |
---|

**☐ GRANT APPLICATION / ☒ GRANT AWARD**

| **Today’s Date:** | 5/19/20 |
| **Requesting Agency/Department:** | Health Care Agency (HCA)/Community and Nursing Services |
| **Grant Name and Project Title:** | Public Health Nursing Services for Bridges Maternal Child Health Network |
| **Sponsoring Organization/Grant Source:**  
*(If the grant source is not a government entity, please provide a brief description of the organization/foundation)* | Children and Families Commission of Orange County |
| **Application Amount Requested:** | $5,086,812 |
| **Application Due Date:** | N/A (MOU, no application required) |
| **Board Date when Board Approved this Application:** | 7/16/19 |
| **Awarded Funding Amount:** | $5,057,670 |
| **Notification Date of Funding Award:** | May 5, 2020 |

**Is this an Authorized Retroactive Grant Application/Award? No**  
*(If yes, attach memo to CEO)*

| **Recurrence of Grant** | New ☐  
Recurrent ☒  
Other ☐ Explain: |
|---|---|

**If this is a recurring grant, please list the funding amount applied for and awarded in the past:** $5,086,812

| **Does this grant require CEQA findings?** | Yes ☐  
No ☒ |
| **What Type of Grant is this?** | Competitive ☐  
Other Type ☒ Explain: Award |
| **County Match?** | Yes ☐  
Amount _____ or _____ %  
No ☒ |

**How will the County Match be Fulfilled?**  
*(Please include the specific budget)*  
Not Applicable

**Will the grant/program create new part or full-time positions?**  
No. HCA will use existing staff positions within the Community and Nursing Services Division to conduct MOU related activities.

| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

---

The Children and Families Commission of Orange County Bridges for Maternal Child Health Network provides early outreach and referral services to identify families with specific needs and links the families with home visitation and health access services for additional support. The Bridges Network serves as a platform to link at-risk families with Public Health Nursing home visitation programs to promote maternal health and well-being, improve infant and child health and development and strengthen family functioning and cultivation of strong communities. Service is provided to pregnant, newly parenting families who have medical and social risk factors such substance abuse, depression and/or mental illness, chronic and acute medical conditions, inadequate income and/or education less than 12 years. In addition, services are provided to families of high-risk infants that have significant medical conditions resulting in time spent in the Neonatal Intensive Care Unit. Services will be administered through existing Community and Nursing Services Division programs including: Nurse Family Partnership®, a nationally recognized evidence-based program, Medically High Risk Newborn Program and the Perinatal Assessment and Coordination Team. Research has shown that evidence-based home visiting programs produce positive outcomes that save taxpayer dollars by reducing societal costs associated with intimate partner violence, youth crime, substance abuse and need for governmental assistance.
<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☑</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>The Health Care Agency (HCA) requests that the Board of Supervisors:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) Authorize the Health Care Agency Director, or designee, on behalf of the Board of Supervisors to accept the award.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Authorize the Health Care Agency Director, or designee, to execute an MOU with the Children and Families Commission of Orange County for the above referenced services.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Authorize the Health Care Agency Director, or designee, to execute such future amendments to the MOU referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>Marc Meulman, Chief of Operations, Public Health Services, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>Nichole Quick, MD, MPH, Health Officer and Deputy Agency Director, Public Health Services</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>06/02/2020</th>
</tr>
</thead>
</table>
| **Requesting Agency/Department:** | Health Care Agency  
Office of Care Coordination |
| **Grant Name and Project Title:** | State of California Emergency Solutions Grant Program |
| **Sponsoring Organization/Grant Source:** | State of California Department of Housing and Community Development |
| (If the grant source is not a government entity, please provide a brief description of the organization/foundation) | |
| **Application Amount Requested:** | $640,283 |
| **Application Due Date:** | July 10, 2020 |
| **Board Date when Board Approved this Application:** | N/A |
| **Awarded Funding Amount:** | N/A |
| **Notification Date of Funding Award:** | N/A |
| **Is this an Authorized Retroactive Grant Application/Award?** | (If yes, attach memo to CEO) |
| **Recurrence of Grant** | New ☐  
Recurrent ☒  
Other ☐ Explain: |
| Each allocation is a new grant award.  
The previous grants awarded were  
2016: $1,208,146  
2017: $1,098,072  
2018: $584,187  
2019: $605,188 |
| **Does this grant require CEQA findings?** | Yes ☐  
No ☒ |
| **What Type of Grant is this?** | Competitive ☐  
Other Type ☒ Explain:  
State designated Administrative Entity. |
| **County Match?** | Yes ☒ Amount: 100%  
No ☐ |
| **How will the County Match be Fulfilled?** | 100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds. |
| (Please include the specific budget) | |
| **Will the grant/program create new part or full-time positions?** | No. |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The State of California Emergency Solutions Grant (ESG) program provides funding to (1) engage individuals and families experiencing unsheltered homelessness; (2) improve the number and quality of emergency shelters for individuals and families experiencing homelessness; (3) help operate these shelters; (4) provide essential services to shelter participants; (5) rapidly re-house individuals and families experiencing homelessness; and (6) prevent individuals and families from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved OC Community Resources, in collaboration with the Orange County Continuum of Care Board, as the Administrative Entity (AE) for the allocation of ESG funding.

On February 28, 2020, HCD announced the release of the 2020 ESG Program Notice of Funding Availability (NOFA) for the Continuum of Care Allocation with an allocation amount of $640,283 which includes the County retaining $18,018 for grant administration, $248,906 for rapid rehousing and $373,359 for emergency shelter, homeless prevention and other related eligible activities. The NOFA provides documentation requirements for AEs approved to administer 2020 ESG program funding. AEs are required to submit an authorizing resolution from the...
AE’s Governing Board.

Applications, including the authorizing resolutions for the AE’s Governing Body, are due to State HCD no later than July 10, 2020. HCA will bring back to the Board of Supervisors for approval any award agreement received subsequent to the application submission.

The Office of Care Coordination will submit contracts with selected sub-recipients for the 2020 ESG Program funding to the Board of Supervisors for approval once final allocations and award have been received.

**Board Resolution Required?**
(Please attach document to eForm)

| Yes ☒ | No ☐ |

**Deputy County Counsel Name:**
(Please list the Deputy County Counsel that approved the Resolution)

Massoud Shamel

**Recommended Action/Special Instructions**
(Please specify below)

1. Adopt by Resolution to authorize HCA Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

2. Authorize the OC Health Care Agency Director or designee to submit the NOFA application and other related forms to State of California Housing and Community Development for allocation of State ESG funds.

**Department Contact:**
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Jason Austin, Director
HCA Office of Care Coordination
jaustin@ochca.com
(714) 834-3747

**Name of the individual attending the Board Meeting:**
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Jason Austin, Director
HCA Office of Care Coordination
jaustin@ochca.com
(714) 834-3747
[Insert Resolution Number]
County of Orange

AUTHORIZING RESOLUTION

A majority of the Board of Supervisors of the County of Orange ("Applicant") hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) for the Continuum of Care Allocation dated **02/28/2020** under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS Applicant is an approved state ESG Administrative Entity

C. WHEREAS the Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed **$640,283** in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. The County of Orange Health Care Agency Director or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the County of Orange this 2\textsuperscript{nd} day of June, 2020 by the following vote:

AYES: _____ ABSTENTIONS: _____
NOES: _____ ABSENT: _____

______________________________
Signature of Approving Officer
Michelle Steel, Chairwoman

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

ATTEST: ____________________________
Signature of Attesting Officer
Robin Stieler, Clerk of the Board
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th><strong>GRANT APPLICATION / ☑ GRANT AWARD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today’s Date:</strong> May 19, 2020</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong> OC Community Resources/OC Community Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong> Area Plan Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong> California Department of Aging</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong> $13,016,802</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong> May 30, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong> May 5, 2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong> $13,016,802</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong> May 1, 2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong> No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
</tr>
<tr>
<td>FY 2019-20: $14,263,784 (original funding award in the amount of $12,555,653 + additional OTO and Baseline funding in the amount of $1,708,131)</td>
</tr>
<tr>
<td>FY 2018-19: $13,091,764</td>
</tr>
<tr>
<td>FY 2017-18: $10,607,212</td>
</tr>
<tr>
<td>FY 2016-17: $11,119,303</td>
</tr>
<tr>
<td>FY 2015-16: $10,151,667</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong> Yes ☐ No ☑</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong> Competitive ☐</td>
</tr>
<tr>
<td>Other Type ☑ Explain: Area Plan funds are allocated to the California Department of Aging (CDA) as a Formula Grant. Through a formula allocation, CDA allocates Area Plan funds to the County.</td>
</tr>
<tr>
<td><strong>County Match?</strong> Yes ☑ 10.53% for Direct and 25% for Admin No ☐</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong> OC Community Resources / OC Community Services / Office on Aging will utilize the allocated Net County Cost to absorb the County match. No additional General Fund monies are being requested.</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong> No.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong> Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td>The Area Plan supports the Older Americans Act programs and services to help older adults remain independent and avoid premature institutionalization. OC Community Services/Office on Aging awards contracts for Older American Act programs and services through a Request for Proposal process. The funds received by the California Department of Aging will be used to support the Older American Act programs and services which include adult day care, case management, in-home services, information &amp; assistance, health promotion, legal assistance, nutrition services, nutrition transportation, family caregiver support services, ombudsman program services, and elder abuse prevention.</td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**

Please specify below

1. Adopt the resolution as approved by the County Counsel to receive $13,016,802 in funds from the California Department of Aging for the Area Plan Program.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement AP-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.
4. Authorize the OC Community Resources Director or designee to execute future amendments to the State Standard Agreement AP-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement AP-2021-22 amount with no material changes to the terms and conditions of the State Standard Agreement AP-2021-22.

**Department Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dylan Wright</td>
<td>(714) 480-2788</td>
<td><a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a></td>
</tr>
<tr>
<td>Renee Ramirez</td>
<td>(714) 480-6483</td>
<td><a href="mailto:Renee.Ramirez@occr.ocgov.com">Renee.Ramirez@occr.ocgov.com</a></td>
</tr>
</tbody>
</table>

**Name of the individual attending the Board Meeting:**

Renee Ramirez
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 2, 2020

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement AP-2021-22 in the amount of $13,016,802 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement AP-2021-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:


2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement AP-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.

3. Authorize the OC Community Resources Director or designee to execute future Amendments to State Standard Agreement AP-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement amount with no material changes to the terms and conditions of the Agreement.

Approved By: _______________________________
Chairwoman of the Board of Supervisors
County of Orange, California
### Grant Application Details

**Today's Date:** June 2, 2020  
**Requesting Agency/Department:** OC Community Resources/OC Community Services  
**Grant Name and Project Title:** Health Insurance Counseling and Advocacy Program  
**Sponsoring Organization/Grant Source:** California Department of Aging

<table>
<thead>
<tr>
<th>Application Amount Requested:</th>
<th>$559,123</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Due Date:</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$559,123</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>May 20, 2020</td>
</tr>
</tbody>
</table>

**Recurrence of Grant**  
New ☐  Recurrent ☒  Other ☐  Explain:

- FY 2019-20: $ 588,187  
- FY 2018-19: $ 616,282  
- FY 2017-18: $ 606,707  
- FY 2016-17: $ 667,314  
- FY 2015-16: $ 657,542

**Does this grant require CEQA findings?**  
Yes ☐  No ☒  Other ☐  Explain: HICAP funds are allocated to the California Department of Aging (CDA) as a Formula Grant. Through a formula allocation, CDA allocates HICAP funds to the County.

**What Type of Grant is this?**  
Competitive ☐  Other ☐  Explain:  

**County Match?**  
Yes ☐  No ☒  Explain: N/A

**How will the County Match be Fulfilled?**  
N/A

**Will the grant/program create new part or full-time positions?**  
No.

**Purpose of Grant Funds:**  
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Health Insurance Counseling and Advocacy Program (HICAP) is a consumer-oriented health insurance counseling and education program. In the current fiscal year, Council on Aging – Southern California (CoA) who administers the HICAP program has provided 6,025 participants with counseling services. As of April 30, 2020, CoA has achieved 94% of their contract agreement for clients counseled. The funds received from the California Department of Aging for the upcoming 2020 – 2021 fiscal year will be used to provide 6,534 participants with free, unbiased, one-on-one counseling, education and assistance to individuals and their families on Medicare, Long-Term Care insurance, other health insurance related issues, and planning for Long-Term Care needs. HICAP counselors are trained in Medi-Cal and Medicare to help consumers understand the complex insurance options. Counseling services are available to persons 65 years of age or older who are eligible for Medicare, soon to be eligible for Medicare or persons younger than age 65 years of age with a disability and are eligible for Medicare.
**Board Resolution Required?**
(Please attach document to eForm)

| Yes ☑ | No ☐ |

**Deputy County Counsel Name:**
(Please list the Deputy County Counsel that approved the Resolution)

John Cleveland

**Recommended Action/Special Instructions**
(Please specify below)

1. Adopt the resolution as approved by County Counsel to receive $559,123 in funds from the California Department of Aging for the Health Insurance Counseling and Advocacy Program.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement HI-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.
4. Authorize the OC Community Resources Director or designee to execute future amendments to the State Standard Agreement HI-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement HI-2021-22 amount with no material changes to the terms and conditions of the State Standard Agreement HI-2021-22.

**Department Contact:**
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com
Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com

**Name of the individual attending the Board Meeting:**
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Renee Ramirez
WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement HI-2021-22 in the amount of $559,123 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement HI-2021-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve State Standard Agreement HI-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging in the amount of $559,123 for the term July 1, 2020 through June 30, 2021.

2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement HI-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.

3. Authorize the OC Community Resources Director or designee to execute future Amendments to State Standard Agreement HI-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement amount with no material changes to the terms and conditions of the Agreement.

Resolution No. , Item No.
State Standard Agreement HI-2021-22
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>6/2/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources/OC Parks</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>State Fire Assistance Wildfire Prevention Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Fire Safe Council (CFSC)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>June 18, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Is this an Authorized Retroactive Grant Application/Award?**  
No

**Recurrence of Grant**  
New ☒  Recurrent ☐  Other ☐ Explain:

**If this is a recurring grant, please list the funding amount applied for and awarded in the past:**  
N/A

**Does this grant require CEQA findings?**  
Yes ☒  No ☐

**What Type of Grant is this?**  
Competitive ☒  Other Type ☐ Explain:

**County Match?**  
Yes ☒ Amount 1:1 or ___%  
The applicant is required to provide a dollar-for-dollar match of the requested amount.  
No ☐

**How will the County Match be Fulfilled?**  
Staffing and administrative costs and contracted labor will be used to meet the match.

**Will the grant/program create new part or full-time positions?**  
No

**Purpose of Grant Funds:**  
Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

If awarded, grant funds will be used to support fire risk reduction activities in OC Parks facilities that are located in a Wildland Urban Interface. Projects will include hazardous fuels reduction and maintenance projects that restore and maintain resilient landscapes. Project areas will seek to protect communities at-risk.

**Board Resolution Required?**  
Yes ☐  No ☒

**Deputy County Counsel Name:**  
(Please list the Deputy County Counsel that approved the Resolution)

**Recommended Action/Special Instructions**  
(Please specify below)
1. Authorize the OC Community Resources Director or Designee to apply for the California Fire Safe Council State Fire Assistance Wildfire Prevention Program Grant.

2. Authorize OC Community Resources Director or Designee to sign all documents required for participation in the CFSC State Fire Assistance Wildfire Prevention Program Grant as reviewed and approved as to form by County Counsel.

Department Contact:

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sue McIntire, OC Parks Grants Manager (949) 923-3735; <a href="mailto:sue.mcintire@ocparks.com">sue.mcintire@ocparks.com</a></td>
<td></td>
</tr>
<tr>
<td>Stacy Blackwood, OC Parks Director or designee</td>
<td></td>
</tr>
</tbody>
</table>
Today's Date: May 21, 2020

Requesting Agency/Department: Sheriff-Coroner Department

Grant Name and Project Title: Paul Coverdell Forensic Science Improvement Grants Program – Formula Grant

Sponsoring Organization/Grant Source: U.S. Department of Justice, Office of Justice Programs, and National Institute of Justice

Application Amount Requested: $123,284

Application Due Date: November 26, 2018

Board Date when Board Approved this Application: November 20, 2018

Awarded Funding Amount: $112,817

Notification Date of Funding Award: May 20, 2020

Is this an Authorized Retroactive Grant Application/Award? No

Recurrence of Grant

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$68,592</td>
<td>Purchased a shoeprint GLScan imaging system</td>
</tr>
<tr>
<td>2016</td>
<td>$75,640</td>
<td>Purchased a nitrogen gas delivery system</td>
</tr>
<tr>
<td>2017</td>
<td>$74,264</td>
<td>Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing</td>
</tr>
<tr>
<td>2018</td>
<td>$123,284</td>
<td>Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? Yes

What Type of Grant is this? Competitive

County Match? Yes Amount_____ or _____ %

How will the County Match be Fulfilled? N/A

Other Type Explain: Crime Labs in California allocation

Attachment A

Page 25 of 32
**Will the grant/program create new part or full-time positions?**

| N/A |

**Purpose of Grant Funds:**

Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Paul Coverdell Forensic Science Improvement Grants Program awards funds to help improve the quality and timeliness of forensic science services. Funds are awarded to accredited law enforcement laboratories based on the number of managers, forensic scientists, forensic specialists and technicians in the laboratory. The performance period for this grant is January 1, 2020 to December 31, 2020. Grant funds are intended to be used to fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog.


**Board Resolution Required?**

(Yes ☐ No ☒)  

**Deputy County Counsel Name:**

N/A; Nicole Sims, Supervising Deputy County Counsel, reviewed the application packet.

**Recommended Action/Special Instructions**

Request approval to accept 2019 Paul Coverdell Forensic Science Improvement Grants Program funding.

**Department Contact:**

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Bruce Houlihan, Director  
Orange County Crime Laboratory, 714-834-4510, bruceh@occl.ocgov.com

**Name of the individual attending the Board Meeting:**

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Joseph Jaing, Assistant Director  
Orange County Crime Laboratory, 714-834-4510 JTJ@occl.ocgov.com
<table>
<thead>
<tr>
<th><strong>GRANT APPLICATION / ☐ GRANT AWARD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today's Date:</strong> May 22, 2020</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong> District Attorney</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong> Sexual Assault Evidence Submission Grant Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong> California Department of Justice</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong> $574,875</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong> June 1, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong> Pending for June 2, 2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong> TBD</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong> TBD</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award? No</strong></td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong> Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
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</table>

The California Budget Act of 2019 appropriated $2 million in grant funds to assist local law enforcement agencies with the process of submitting and testing sexual assault forensic evidence. The Sexual Assault Evidence Submission Grant Program will reimburse eligible agencies for costs incurred during the submission and testing process. The Request for Applications (RFA) was issued on May 11, 2020.

Grant funds will facilitate the testing of 700 sexual assault kits at an accredited forensic DNA laboratory.

<p>| <strong>Board Resolution Required?</strong> | Yes ☐ | No ☒ |
| <strong>Deputy County Counsel Name:</strong> James Harman, Deputy County Counsel |
| <strong>Recommended Action/Special Instructions</strong> Ratify the application submitted to the California Department of Justice Sexual Assault Evidence Submission Grant Program on June 1, 2020. |</p>
<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison</td>
<td>(714) 347-8778 <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></td>
</tr>
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</table>

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<td>Glenn Robison</td>
<td></td>
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</table>
The California Victim Compensation Program (CalVCP) is a state fund designed to provide compensation to victims of violent crime for unreimbursed losses associated with the crime. Compensation is available for victims, and immediate family members of victims, who suffer injury, threat of injury or death from a crime.

Funds will be utilized to assist victims in paying bills and expenses that result from certain violent crimes. This is a revolving fund, administered by Waymakers, to assist victims with the processing of their victim compensation claims. In FY 2018-2019, Waymakers helped victims to process 1,740 claims.
CalVCP requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney through Waymakers to sign and execute, on behalf of the County of Orange, the Standard Agreement with CalVCP to continue the Victim Compensation Program for fiscal years 2020-21, 2021-22 and 2022-23.

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the standard agreement.

3. Adopt the Resolution to receive funds for the Victim Compensation Program.

<table>
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<td>(714) 347-8778 <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></td>
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RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 2, 2020

WHEREAS, the Orange County District Attorney (OCDA) desires to continue to administer the project designated "Victim Compensation Program" to be funded from funds made available through the State's Restitution fund administered by the California Victim Compensation Board (CalVCB).

WHEREAS, the OCDA desires to continue, through Waymakers, to administer the Victim Compensation Program's Revolving Fund Account on behalf of the County of Orange to assist applicants who have an immediate need for payment of qualifying expenses (i.e., funeral/burial, relocation, and crime scene clean-up expense), where the applicant would suffer a substantial financial hardship without such emergency payments.

WHEREAS, the CALVCB has advanced funds as authorized under Government Code Section 6504 to pay qualifying claims.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney through Waymakers to execute the Standard Agreement No. VC-7099 with CalVCB for the Victim Compensation Program's Revolving Fund Account for the period from July 1, 2020 to June 30, 2023 to pay for qualifying expenses and exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds from CalVCB to replenish this program's Revolving Fund Account.

Resolution No. 20__ Item No.
Victim Compensation Board- Revolving Fund
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments to the Standard Agreement No. VC-7099 with the CalVCB that do not materially alter the terms of the agreement.

5. Assure that the County of Orange assume any liability arising out of the performance of this Standard Agreement, including any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this Standard Agreement. The State CalVCB disclaims responsibility for any such liability.
AGENDA STAFF REPORT

AGENDA STAFF REPORT

MEETING DATE: 06/02/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
Approved Resolution to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: N/A  Current Year Cost: N/A  Annual Cost: N/A

Staffing Impact: No  # of Positions:  Sole Source: N/A

Current Fiscal Year Revenue: N/A  Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):
Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Application – OC Public Works – Natural Resources Agency Urban Flood Protection Grant Program (Proposition 68) - East Garden Grove-Wintersburg Channel (C05) – $6,000,000.

2. Approve Grant Application – OC Public Works – Natural Resource Agency Urban Flood Protection Grant Program (Proposition 68) - Huntington Beach (D01) and Talbert (D02) Channels Rehabilitation Project – $6,000,000.

3. Approve Grant Award – Health Care Agency – Housing Opportunities for Persons with AIDS (HOPWA) Coronavirus Aid, Relief, and Economic Security Act Supplemental Award – $346,141.

4. Approve Grant Award – Health Care Agency – Post Whole-Person Care Medical Respite Care – $250,000.

5. Approve Grant Award – Health Care Agency – Public Health Nursing Services for Bridges Maternal Child Health Network – $5,057,670
6. Approve Grant Application and Adopt Resolution – Health Care Agency – Emergency Solutions Grant Program – $640,283

7. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Grant – $13,016,802.

8. Approve Grant Award and Adopt Resolution – OC Community Resources – Health Insurance Counseling and Advocacy Program – $559,123.


11. Approve Grant Application – District Attorney – Sexual Assault Evidence Submission Grant Program – $574,875.

12. Approve Grant Application and Adopt Resolution – District Attorney – Victim Compensation Program – $2,900,000.


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A- Grants Report
Attachment B- HCA-ESG Resolution
Attachment B- OCCR- Area Plan Resolution
Attachment B- OCCR-HICAP Resolution
Attachment B- DA- VCP Resolution
The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County’s grants activities. It also serves to inform Orange County’s Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On June 2, 2020 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS

1. Approve Grant Application – OC Public Works – Natural Resources Agency Urban Flood Protection Grant Program (Proposition 68) - East Garden Grove-Wintersburg Channel (C05) – $6,000,000.

2. Approve Grant Application – OC Public Works – Natural Resource Agency Urban Flood Protection Grant Program (Proposition 68) - Huntington Beach (D01) and Talbert (D02) Channels Rehabilitation Project – $6,000,000.

3. Approve Grant Award – Health Care Agency – Housing Opportunities for Persons with AIDS (HOPWA) Coronavirus Aid, Relief, and Economic Security Act Supplemental Award – $346,141.

4. Approve Grant Award – Health Care Agency – Post Whole-Person Care Medical Respite Care – $250,000.

5. Approve Grant Award – Health Care Agency – Public Health Nursing Services for Bridges Maternal Child Health Network – $5,057,670


7. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Grant – $13,016,802.

8. Approve Grant Award and Adopt Resolution – OC Community Resources – Health Insurance Counseling and Advocacy Program – $559,123.


11. Approve Grant Application – District Attorney – Sexual Assault Evidence Submission Grant Program – $574,875.

12. Approve Grant Application and Adopt Resolution – District Attorney – Victim Compensation Program – $2,900,000.


If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.
### GRANT APPLICATION / ☑ GRANT AWARD

- **Today’s Date:** May 21, 2020
- **Requesting Agency/Department:** OC Public Works

#### Grant Name and Project Title:
Natural Resources Agency Urban Flood Protection Grant Program (Proposition 68); East Garden Grove-Wintersburg Channel (C05) from u/s Warner Avenue to 1,200 ft d/s Goldenwest Street (Diane Lane)

#### Sponsoring Organization/Grant Source:
State of California
California Natural Resources Agency

- **Application Amount Requested:** $6,000,000
- **Application Due Date:** June 15, 2020

- **Board Date when Board Approved this Application:** N/A
- **Awarded Funding Amount:** N/A
- **Notification Date of Funding Award:** N/A

- **Is this an Authorized Retroactive Grant Application/Award?** No (If yes, attach memo to CEO)

- **Recurrence of Grant:**
  - New ☑
  - Recurrent ☐
  - Other ☐

- **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** N/A

- **Does this grant require CEQA findings?**
  - Yes ☑
  - No ☐

- **What Type of Grant is this?**
  - Competitive ☑
  - Other Type ☐

- **County Match?**
  - Yes ☑ $1,500,000 or 25 %
  - No ☐

- **How will the County Match be Fulfilled?** (Please include the specific budget)
  - Match will be fulfilled through Flood Fund 401

- **Will the grant/program create new part or full-time positions?**
  - No ☑

- **Purpose of Grant Funds:**
  - Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

Proposition 68 grant funds multi-benefit projects that address flooding in urbanized areas. The grant approval consists of a three (3) step process. Step 1: Project Proposal Submission, Step 2: On-site visit for qualifying projects and Step 3: Providing supporting documents for qualifying projects. During Step 3, a Resolution by the Board will also be required.

The Project is located within the Westminster Watershed, the largest remaining floodplain in the County. The earthen trapezoidal channel reach from upstream of Warner Avenue to 1,200 feet downstream of Goldenwest Street is currently deficient according to the Orange County Flood Control District (District) design standards of providing 100-year flood protection.

The Project consists of increasing the hydraulic conveyance of this channel reach by installing vertical channel walls (sheet piles) and removing the resultant soil wedge of the soft-bottom channel. OC Public Works is requesting $6,000,000 in Proposition 68 grant funds to be used towards channel improvements.

- **Board Resolution Required?**
  - Yes ☐
  - No ☑
| **Deputy County Counsel Name:**  
(Please list the Deputy County Counsel that approved the Resolution) |
|---|
| **Recommended Action/Special Instructions**  
(Please specify below) |
| Approve submission of project proposal application for the East Garden Grove-Wintersburg Channel (C05) from u/s Warner Avenue to 1,200 ft d/s Goldenwest Street (Diane Lane) |
| **Department Contact:**  
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. |
| Sonica Kohli, 714-647-3910, sonica.kohli@ocpw.ocgov.com  
Eileen DePuy, 714-955-0255, eileen.depuy@ocpw.ocgov.com |
| **Name of the individual attending the Board Meeting:**  
List the name of the individual who will be attending the Board Meeting for this Grant Item: |
| Khalid Bazmi, Interim Public Works Director/County Engineer, OC Public Works  
Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works |
**CEO-Legislative Affairs Office**
**Grant Authorization eForm**

**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>May 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Public Works</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Natural Resources Agency Urban Flood Protection Grant Program (Proposition 68); Huntington Beach (D01) and Talbert (D02) Channels Rehabilitation Project</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>State of California California Natural Resources Agency</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$6,000,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>June 15, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
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<td>N/A</td>
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<tr>
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<td>No</td>
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<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☑ Recurrent ☐ Other ☐</td>
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<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☑ No ☐</td>
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<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☑ Other Type ☐ Explain:</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☑ Amount $1,500,000 or minimum 25% No ☐</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong> (Please include the specific budget)</td>
<td>Match will be fulfilled through Flood Fund 401.</td>
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<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No</td>
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<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. Proposition 68 grant funds multi-benefit projects that address flooding in urbanized areas. The grant approval consists of a three (3) step process. Step 1: Project Proposal Submission, Step 2: On-site visit for qualifying projects and Step 3: Providing supporting documents for qualifying projects. During Step 3, a Resolution by the Board will also be required. The Project is located within the City of Huntington Beach and the limits for Huntington Beach (D01) Channel start from the confluence with Talbert Channel (D02) to Adams Avenue; and limits for Talbert Channel (D02) start from Brookhurst Street to Yorktown Avenue. The project consists of repair and replacement of existing corroded steel sheet piles along both channels in order to maintain the current level of flood protection and FEMA accreditation. OC Public Works requests $6,000,000 in Proposition 68 grant funds to be used towards channel rehabilitation.</td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☐ No ☑</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
</tr>
</tbody>
</table>
Approve submission of project proposal application for the Huntington Beach (D01) and Talbert (D02) Channels Rehabilitation Project

<table>
<thead>
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<td>Eileen DePuy, 714-955-0255, <a href="mailto:eileen.depuy@ocpw.ocgov.com">eileen.depuy@ocpw.ocgov.com</a></td>
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<tr>
<td>Khalid Bazmi, Interim Public Works Director/County Engineer, OC Public Works</td>
<td></td>
</tr>
<tr>
<td>Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works</td>
<td></td>
</tr>
</tbody>
</table>
Today's Date: May 19, 2020  
Requesting Agency/Department: Health Care Agency  
Grant Name and Project Title: Housing Opportunities for Persons with AIDS (HOPWA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Supplemental Award  
Sponsoring Organization/Grant Source: City of Anaheim  
Application Amount Requested: N/A; funding was awarded based on additional allocation to HOPWA/City of Anaheim as part of the CARES Act  
Application Due Date: N/A  
Board Date when Board Approved this Application: N/A  
Awarded Funding Amount: $346,141  
Notification Date of Funding Award: May 18, 2020  
Is this an Authorized Retroactive Grant Application/Award? No  
Recurrence of Grant: New ☒  
If this is a recurring grant, please list the funding amount applied for and awarded in the past: N/A  
Does this grant require CEQA findings? Yes ☐  
No ☒  
What Type of Grant is this? Competitive ☐  
Other Type ☒  
Explain: Allocation award  
County Match? Yes ☐  
Amount ____ or ____ % ☒  
No ☐  
How will the County Match be Fulfilled? N/A  
Will the grant/program create new part or full-time positions? No  
Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.  
The Coronavirus Aid, Relief and Economic Security (CARES) Act was signed into law March 27, 2020. This allocation is for individuals living with HIV in Orange County to prevent, prepare for and respond to coronavirus disease 2019 (COVID-19). Funds will be used to support housing services, specifically Emergency Financial Assistance payments, to address identified COVID-19 service needs for people living with HIV to prevent homelessness and reduce possible transmission of COVID-19.  
Board Resolution Required? Yes ☐  
No ☒  
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)  
Recommended Action/Special Instructions (Please specify below): The Health Care Agency (HCA) requests that the Board of Supervisors approve the Housing Opportunities for Persons with AIDS CARES Act Supplement Award Federal Award Number CAH20-FHW010. The HCA also requests the approval of the
Recommended Action and authorizing the Agency to accept this Notice of Award for the term of May 1, 2020 through April 30, 2022.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Notice of Award and any other necessary forms needed for this grant referenced above that do not change the Award amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marc Meulman, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Nicole Quick</td>
<td></td>
</tr>
<tr>
<td>Field</td>
<td>Information</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Today's Date</td>
<td>5/26/2020</td>
</tr>
<tr>
<td>Requesting Agency/Department</td>
<td>Health Care Agency (HCA)</td>
</tr>
<tr>
<td>Grant Name and Project Title</td>
<td>Post Whole-Person Care Medical Respite Care</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source</td>
<td>Orange County Health Authority, dba CalOptima</td>
</tr>
<tr>
<td>Application Amount Requested</td>
<td>n/a</td>
</tr>
<tr>
<td>Application Due Date</td>
<td>n/a</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount</td>
<td>$250,000</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>(If yes, attach memo to CEO)</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☑ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☑</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☑ Explain: Targeted specifically to HCA</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑ Amount _____ or _____ % No ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>(Please include the specific budget)</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>None</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

On April 4, 2019, the CalOptima Board approved a Post-WPC Medical Respite Program for CalOptima Members who need extended medical care beyond the ninety (90) day period of recuperative care services provided under the County’s Whole Person Care (WPC) pilot, in order to achieve and maintain medical stability through extended transitional care and case management. CalOptima Members who need such care beyond the parameters of the WPC pilot will continue to receive care from recuperative care providers contracted under the WPC pilot. Funds from this grant will be used to pay for all recuperative care bed days beyond those allowed under WPC until grant funds are fully utilized, or until the end of the WPC pilot, whichever comes first.
<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Cheryl Meronk, Chief of Operations, Regulatory/Medicare Health Services. 714-834-4099 <a href="mailto:cmeronk@ochca.com">cmeronk@ochca.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
<tr>
<td>Steve Thronson or Cheryl Meronk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Today’s Date:</td>
<td>5/19/20</td>
<td></td>
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<tr>
<td>-----------------------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency (HCA)/Community and Nursing Services</td>
<td></td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Public Health Nursing Services for Bridges Maternal Child Health Network</td>
<td></td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>Children and Families Commission of Orange County</td>
<td></td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$5,086,812</td>
<td></td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>N/A (MOU, no application required)</td>
<td></td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$5,057,670</td>
<td></td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>May 5, 2020</td>
<td></td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☑ Other ☐ Explain:</td>
<td></td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>$5,086,812</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☑</td>
<td></td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☑ Explain: Award</td>
<td></td>
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<tr>
<td>County Match?</td>
<td>Yes ☐ Amount _____ or _____ % No ☑</td>
<td></td>
</tr>
<tr>
<td>How will the County Match be Fulfilled? (Please include the specific budget)</td>
<td>Not Applicable</td>
<td></td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No. HCA will use existing staff positions within the Community and Nursing Services Division to conduct MOU related activities.</td>
<td></td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
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<tr>
<td>Board Resolution Required?</td>
<td>Yes ☐ No ☑</td>
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<tr>
<td>---------------------------</td>
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<td></td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
<td></td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
<td></td>
</tr>
<tr>
<td>The Health Care Agency (HCA) requests that the Board of Supervisors:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Authorize the Health Care Agency Director, or designee, on behalf of the Board of Supervisors to accept the award.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) Authorize the Health Care Agency Director, or designee, to execute an MOU with the Children and Families Commission of Orange County for the above referenced services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) Authorize the Health Care Agency Director, or designee, to execute such future amendments to the MOU referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Marc Meulman, Chief of Operations, Public Health Services, (714) 834-2980, <a href="mailto:mmeulman@ochca.com">mmeulman@ochca.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
<tr>
<td>Nichole Quick, MD, MPH, Health Officer and Deputy Agency Director, Public Health Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**  

**GRANT APPLICATION / ☒ GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>06/02/2020</th>
</tr>
</thead>
</table>
| **Requesting Agency/Department:** | Health Care Agency  
Office of Care Coordination |
| **Grant Name and Project Title:** | State of California Emergency Solutions Grant Program |
| **Sponsoring Organization/Grant Source:** | State of California Department of Housing and Community Development  
(If the grant source is not a government entity, please provide a brief description of the organization/foundation) |
| **Application Amount Requested:** | $640,283 |
| **Application Due Date:** | July 10, 2020 |
| **Board Date when Board Approved this Application:** | N/A |
| **Awarded Funding Amount:** | N/A |
| **Notification Date of Funding Award:** | N/A |
| **Is this an Authorized Retroactive Grant Application/Award?** | ☐ |
| **(If yes, attach memo to CEO)** |
| **Recurrence of Grant** | New ☐  
Recurrent ☒  
Other ☐ Explain: |
| **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** | Each allocation is a new grant award.  
The previous grants awarded were  
2016: $1,208,146  
2017: $1,098,072  
2018: $584,187  
2019: $605,188 |
| **Does this grant require CEQA findings?** | Yes ☐  
No ☒ |
| **What Type of Grant is this?** | Competitive ☐  
Other Type ☒ Explain:  
State designated Administrative Entity. |
| **County Match?** | Yes ☒ Amount: 100%  
No ☐ |
| **How will the County Match be Fulfilled?** | 100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds.  
(Please include the specific budget) |
| **Will the grant/program create new part or full-time positions?** | No. |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The State of California Emergency Solutions Grant (ESG) program provides funding to (1) engage individuals and families experiencing unsheltered homelessness; (2) improve the number and quality of emergency shelters for individuals and families experiencing homelessness; (3) help operate these shelters; (4) provide essential services to shelter participants; (5) rapidly re-house individuals and families experiencing homelessness; and (6) prevent individuals and families from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved OC Community Resources, in collaboration with the Orange County Continuum of Care Board, as the Administrative Entity (AE) for the allocation of ESG funding.

On February 28, 2020, HCD announced the release of the 2020 ESG Program Notice of Funding Availability (NOFA) for the Continuum of Care Allocation with an allocation amount of $640,283 which includes the County retaining $18,018 for grant administration, $248,906 for rapid rehousing and $373,359 for emergency shelter, homeless prevention and other related eligible activities. The NOFA provides documentation requirements for AEs approved to administer 2020 ESG program funding. AEs are required to submit an authorizing resolution from the
Applications, including the authorizing resolutions for the AE’s Governing Body, are due to State HCD no later than July 10, 2020. HCA will bring back to the Board of Supervisors for approval any award agreement received subsequent to the application submission.

The Office of Care Coordination will submit contracts with selected sub-recipients for the 2020 ESG Program funding to the Board of Supervisors for approval once final allocations and award have been received.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Massoud Shamel</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>1. Adopt by Resolution to authorize HCA Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Authorize the OC Health Care Agency Director or designee to submit the NOFA application and other related forms to State of California Housing and Community Development for allocation of State ESG funds.</td>
<td></td>
</tr>
<tr>
<td>Department Contact</td>
<td>Jason Austin, Director  &lt;br&gt; HCA Office of Care Coordination  &lt;br&gt; <a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a>  &lt;br&gt; (714) 834-3747</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting</td>
<td>Jason Austin, Director  &lt;br&gt; HCA Office of Care Coordination  &lt;br&gt; <a href="mailto:jaustin@ochca.com">jaustin@ochca.com</a>  &lt;br&gt; (714) 834-3747</td>
<td></td>
</tr>
</tbody>
</table>
[Insert Resolution Number]
County of Orange

AUTHORIZING RESOLUTION

A majority of the Board of Supervisors of the County of Orange (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) for the Continuum of Care Allocation dated 02/28/2020 under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS Applicant is an approved state ESG Administrative Entity

C. WHEREAS the Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed $640,283 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. The County of Orange Health Care Agency Director or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the County of Orange this 2nd day of June, 2020 by the following vote:

AYES: ______ ABSTENTIONS: ______
NOES: ______ ABSENT: ______

______________________________
Signature of Approving Officer
Michelle Steel, Chairwoman

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

ATTEST: ________________________________
Signature of Attesting Officer
Robin Stieler, Clerk of the Board
Today's Date: May 19, 2020
Requesting Agency/Department: OC Community Resources/OC Community Services
Grant Name and Project Title: Area Plan Program
Sponsoring Organization/Grant Source: California Department of Aging
Application Amount Requested: $13,016,802
Application Due Date: May 30, 2020
Board Date when Board Approved this Application: May 5, 2020
Awarded Funding Amount: $13,016,802
Notification Date of Funding Award: May 1, 2020
Is this an Authorized Retroactive Grant Application/Award? Yes
Recurrence of Grant
- New
- Recurrent
- Other
Explain:
FY 2019-20: $14,263,784 (original funding award in the amount of $12,555,653 + additional OTO and Baseline funding in the amount of $1,708,131)
FY 2018-19: $13,091,764
FY 2017-18: $10,607,212
FY 2016-17: $11,199,303
FY 2015-16: $10,151,667
Does this grant require CEQA findings? Yes
What Type of Grant is this? Competitive
County Match? Yes 10.53% for Direct and 25% for Admin
How will the County Match be Fulfilled? OC Community Resources / OC Community Services / Office on Aging will utilize the allocated Net County Cost to absorb the County match. No additional General Fund monies are being requested.
Will the grant/program create new part or full-time positions? No.
Purpose of Grant Funds: The Area Plan supports the Older Americans Act programs and services to help older adults remain independent and avoid premature institutionalization. OC Community Services/Office on Aging awards contracts for Older American Act programs and services through a Request for Proposal process. The funds received by the California Department of Aging will be used to support the Older American Act programs and services which include adult day care, case management, in-home services, information & assistance, health promotion, legal assistance, nutrition services, nutrition transportation, family caregiver support services, ombudsman program services, and elder abuse prevention.
Board Resolution Required? Yes
Deputy County Counsel Name:  
(Please list the Deputy County Counsel that approved the Resolution)  
John Cleveland

**Recommended Action/Special Instructions**  
(Please specify below)

1. Adopt the resolution as approved by the County Counsel to receive $13,016,802 in funds from the California Department of Aging for the Area Plan Program.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement AP-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.
4. Authorize the OC Community Resources Director or designee to execute future amendments to the State Standard Agreement AP-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement AP-2021-22 amount with no material changes to the terms and conditions of the State Standard Agreement AP-2021-22.

**Department Contact**  
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com  
Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com

**Name of the individual attending the Board Meeting:**  
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Renee Ramirez
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 2, 2020

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement AP-2021-22 in the amount of $13,016,802 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement AP-2021-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:


2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement AP-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.

3. Authorize the OC Community Resources Director or designee to execute future Amendments to State Standard Agreement AP-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement amount with no material changes to the terms and conditions of the Agreement.

Approved By: _______________________________
Chairwoman of the Board of Supervisors
County of Orange, California
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>June 2, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources/OC Community Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Health Insurance Counseling and Advocacy Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Aging</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$559,123</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>June 30, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>May 5, 2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$559,123</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>May 20, 2020</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☐ Recurrent ☒ Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>FY 2019-20: $ 588,187</td>
</tr>
<tr>
<td></td>
<td>FY 2018-19: $ 616,282</td>
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<td></td>
<td>FY 2017-18: $ 606,707</td>
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<td></td>
<td>FY 2016-17: $ 667,314</td>
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<tr>
<td></td>
<td>FY 2015-16: $ 657,542</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
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</table>

The Health Insurance Counseling and Advocacy Program (HICAP) is a consumer-oriented health insurance counseling and education program. In the current fiscal year, Council on Aging – Southern California (CoA) who administers the HICAP program has provided 6,025 participants with counseling services. As of April 30, 2020, CoA has achieved 94% of their contract agreement for clients counseled. The funds received from the California Department of Aging for the upcoming 2020 – 2021 fiscal year will be used to provide 6,534 participants with free, unbiased, one-on-one counseling, education and assistance to individuals and their families on Medicare, Long-Term Care insurance, other health insurance related issues, and planning for Long-Term Care needs. HICAP counselors are trained in Medi-Cal and Medicare to help consumers understand the complex insurance options. Counseling services are available to persons 65 years of age or older who are eligible for Medicare, soon to be eligible for Medicare or persons younger than age 65 years of age with a disability and are eligible for Medicare.
**Board Resolution Required?**  
(Please attach document to eForm)  
Yes ☒ No ☐

**Deputy County Counsel Name:**  
(Please list the Deputy County Counsel that approved the Resolution)  
John Cleveland

**Recommended Action/Special Instructions**  
(Please specify below)

1. Adopt the resolution as approved by County Counsel to receive $559,123 in funds from the California Department of Aging for the Health Insurance Counseling and Advocacy Program.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement HI-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.
4. Authorize the OC Community Resources Director or designee to execute future amendments to the State Standard Agreement HI-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement HI-2021-22 amount with no material changes to the terms and conditions of the State Standard Agreement HI-2021-22.

**Department Contact:**  
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com  
Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com

**Name of the individual attending the Board Meeting:**  
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Renee Ramirez
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 2, 2020

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement HI-2021-22 in the amount of $559,123 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement HI-2021-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve State Standard Agreement HI-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging in the amount of $559,123 for the term July 1, 2020 through June 30, 2021.

2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement HI-2021-22, Certification of Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.

3. Authorize the OC Community Resources Director or designee to execute future Amendments to State Standard Agreement HI-2021-22 to exercise a contingency cost increase in an amount not to exceed ten percent of the Agreement amount with no material changes to the terms and conditions of the Agreement.
**CEO-Legislative Affairs Office**
**Grant Authorization eForm**

**GRANT APPLICATION / □ GRANT AWARD**

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>6/2/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources/OC Parks</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>State Fire Assistance Wildfire Prevention Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Fire Safe Council (CFSC)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$150,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>June 18, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New [ ]  Recurrent [ ]  Other [ ] Explain: N/A</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes [ ]  No [ ]</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive [ ]  Other Type [ ] Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes [ ]  Amount 1:1 or ___ %  No [ ]</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Staffing and administrative costs and contracted labor will be used to meet the match.</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

If awarded, grant funds will be used to support fire risk reduction activities in OC Parks facilities that are located in a Wildland Urban Interface. Projects will include hazardous fuels reduction and maintenance projects that restore and maintain resilient landscapes. Project areas will seek to protect communities at-risk.

| Board Resolution Required? | Yes [ ]  No [ ] |
| Deputy County Counsel Name: | (Please list the Deputy County Counsel that approved the Resolution) |

**Recommended Action/Special Instructions**

(Please specify below)
1. Authorize the OC Community Resources Director or Designee to apply for the California Fire Safe Council State Fire Assistance Wildfire Prevention Program Grant.

2. Authorize OC Community Resources Director or Designee to sign all documents required for participation in the CFSC State Fire Assistance Wildfire Prevention Program Grant as reviewed and approved as to form by County Counsel.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sue McIntire, OC Parks Grants Manager (949) 923-3735; <a href="mailto:sue.mcintire@ocparks.com">sue.mcintire@ocparks.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacy Blackwood, OC Parks Director or designee</td>
<td></td>
</tr>
<tr>
<td>Today's Date:</td>
<td>May 21, 2020</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Paul Coverdell Forensic Science Improvement Grants Program – Formula Grant</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Justice, Office of Justice Programs, and National Institute of Justice</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$123,284</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>November 26, 2018</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>November 20, 2018</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$112,817</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>May 20, 2020</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☒ Other ☐ Explain:</td>
</tr>
</tbody>
</table>

**Recurrence of Grant**

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$68,592</td>
<td>Purchased a shoeprint GLScan imaging system</td>
</tr>
<tr>
<td>2016</td>
<td>$75,640</td>
<td>Purchased a nitrogen gas delivery system</td>
</tr>
<tr>
<td>2017</td>
<td>$74,264</td>
<td>Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing</td>
</tr>
<tr>
<td>2018</td>
<td>$123,284</td>
<td>Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? | Yes ☐ No ☒ |

What Type of Grant is this? | Competitive ☐ Other Type ☒ Explain: Crime Labs in California allocation |

County Match? | Yes ☐ Amount_____ or _____% No ☒ |

How will the County Match be Fulfilled? | N/A |
### Purpose of Grant Funds:

Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Paul Coverdell Forensic Science Improvement Grants Program awards funds to help improve the quality and timeliness of forensic science services. Funds are awarded to accredited law enforcement laboratories based on the number of managers, forensic scientists, forensic specialists and technicians in the laboratory. The performance period for this grant is January 1, 2020 to December 31, 2020. Grant funds are intended to be used to fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog.


### Board Resolution Required?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

(Please attach document to eForm)

### Deputy County Counsel Name:

N/A; Nicole Sims, Supervising Deputy County Counsel, reviewed the application packet.

### Recommended Action/Special Instructions

Request approval to accept 2019 Paul Coverdell Forensic Science Improvement Grants Program funding.

### Department Contact:

Bruce Houlihan, Director
Orange County Crime Laboratory, 714-834-4510, bruceh@occl.ocgov.com

### Name of the individual attending the Board Meeting:

Joseph Jaing, Assistant Director
Orange County Crime Laboratory, 714-834-4510 JTJ@occl.ocgov.com
**CEO-Legislative Affairs Office**  
Grant Authorization eForm

- **GRANT APPLICATION / □ GRANT AWARD**

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>May 22, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>District Attorney</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Sexual Assault Evidence Submission Grant Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Justice</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$574,875</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>June 1, 2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>Pending for June 2, 2020</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>TBD</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>TBD</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award? No</td>
<td></td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
</tr>
<tr>
<td>Does this grant require CEQA findings? Yes ☐ No ☒</td>
<td></td>
</tr>
<tr>
<td>What Type of Grant is this? Competitive ☐ Other Type ☒ Explain: Non-competitive</td>
<td></td>
</tr>
<tr>
<td>County Match? Yes ☐ Amount _____ or _____ % No ☒</td>
<td></td>
</tr>
<tr>
<td>How will the County Match be Fulfilled? N/A</td>
<td></td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions? No new position is required.</td>
<td></td>
</tr>
<tr>
<td>Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
<td></td>
</tr>
</tbody>
</table>

The California Budget Act of 2019 appropriated $2 million in grant funds to assist local law enforcement agencies with the process of submitting and testing sexual assault forensic evidence. The Sexual Assault Evidence Submission Grant Program will reimburse eligible agencies for costs incurred during the submission and testing process. The Request for Applications (RFA) was issued on May 11, 2020.

Grant funds will facilitate the testing of 700 sexual assault kits at an accredited forensic DNA laboratory.

| Board Resolution Required? Yes ☐ No ☒ |
| Deputy County Counsel Name: James Harman, Deputy County Counsel |
| Recommended Action/Special Instructions  
Ratify the application submitted to the California Department of Justice Sexual Assault Evidence Submission Grant Program on June 1, 2020. |
<table>
<thead>
<tr>
<th><strong>Department Contact:</strong></th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison (714) 347-8778 <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name of the individual attending the Board Meeting:</strong></th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison</td>
<td></td>
</tr>
<tr>
<td><strong>Today's Date:</strong></td>
<td>May 22, 2020</td>
</tr>
<tr>
<td>----------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>District Attorney</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Victim Compensation Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Victim Compensation Board</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$2,900,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>June 30, 2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>Pending for June 2, 2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>TBD</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>TBD</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant:</strong></td>
<td>Recurrent ✓</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>FY 18-19; Awarded $2,844,878</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Other Type ✓ Explain: This is a revolving fund.</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes Amount___ or ____% No</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No new position is required.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The California Victim Compensation Program (CalVCP) is a state fund designed to provide compensation to victims of violent crime for unreimbursed losses associated with the crime. Compensation is available for victims, and immediate family members of victims, who suffer injury, threat of injury or death from a crime.

Funds will be utilized to assist victims in paying bills and expenses that result from certain violent crimes. This is a revolving fund, administered by Waymakers, to assist victims with the processing of their victim compensation claims. In FY 2018-2019, Waymakers helped victims to process 1,740 claims.

**Board Resolution Required?** Yes ✓ No       
**Deputy County Counsel Name:** James Harman, Deputy County Counsel  

**Recommended Action/Special Instructions**

---

Grant Authorization e-Form
CalVCP requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney through Waymakers to sign and execute, on behalf of the County of Orange, the Standard Agreement with CalVCP to continue the Victim Compensation Program for fiscal years 2020-21, 2021-22 and 2022-23.

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the standard agreement.

3. Adopt the Resolution to receive funds for the Victim Compensation Program.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison (714) 347-8778  <a href="mailto:glenn.robison@da.ocgov.com">glenn.robison@da.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Robison</td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, the Orange County District Attorney (OCDA) desires to continue to administer the project designated "Victim Compensation Program" to be funded from funds made available through the State's Restitution fund administered by the California Victim Compensation Board (CalVCB).

WHEREAS, the OCDA desires to continue, through Waymakers, to administer the Victim Compensation Program's Revolving Fund Account on behalf of the County of Orange to assist applicants who have an immediate need for payment of qualifying expenses (i.e., funeral/burial, relocation, and crime scene clean-up expense), where the applicant would suffer a substantial financial hardship without such emergency payments.

WHEREAS, the CALVCB has advanced funds as authorized under Government Code Section 6504 to pay qualifying claims.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney through Waymakers to execute the Standard Agreement No. VC-7099 with CalVCB for the Victim Compensation Program's Revolving Fund Account for the period from July 1, 2020 to June 30, 2023 to pay for qualifying expenses and exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds from CalVCB to replenish this program's Revolving Fund Account.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments to the Standard Agreement No. VC-7099 with the CalVCB that do not materially alter the terms of the agreement.

5. Assure that the County of Orange assume any liability arising out of the performance of this Standard Agreement, including any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this Standard Agreement. The State CalVCB disclaims responsibility for any such liability.
Revision to ASR and/or Attachments

Date: 5/21/2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 20-000444, Meeting Date 06/2/20, Item No. # 65
Subject: Approve Fiscal Year 2020-21 Recommended Budget Report

Explanation:

The County Budget Office requests the following: Replacement of two Attachment A exhibits: Exhibit 8A – Detailed Position Summary FY 2020-21 Recommended Budget by Budget Control and Exhibit 8B – Detailed Position Changes FY 2020-21 Recommended Budget by Budget Control; revision of recommended action #14 to include events for FY 2018-19 not previously reported and modifications to the Sponsorship Marketing Plan section of the Background Information; and addition of recommended action #18.

☑ Revised Recommended Action(s)

14. Adopt resolution approving the County of Orange Sponsorship Marketing Plan commencing on the date of execution by the Board, adopting the findings of the annual review for FY 2019-20, including those events for FY 2018-19 not previously reported, attached thereto inclusive of Exhibits A and B in Attachment H.

18. Revise the FY 2020-21 Recommended Base Budget and increase appropriations of CARES Act funding, net of FY 2019-20 actual qualified expenditures, estimated at $371,249,990, in Miscellaneous, Budget Control 004, offset by an equivalent increase to federal revenue (100-017-004-5510-7060-CV19) and distribute the appropriations into the following six categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Coding</th>
<th>Estimated $ Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>100-017-004-5510-2400-CVMD</td>
<td>$ 53,303,330</td>
</tr>
<tr>
<td>Public Health Expenses</td>
<td>100-017-004-5510-2400-CVPE</td>
<td>$99,265,200</td>
</tr>
<tr>
<td>Payroll</td>
<td>100-017-004-5510-2400-CVPR</td>
<td>$51,178,205</td>
</tr>
<tr>
<td>Category</td>
<td>Coding</td>
<td>Estimated $ Amounts</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Public Health Measures</td>
<td>100-017-004-5510-2400-CVPM</td>
<td>45,718,815</td>
</tr>
<tr>
<td>Economic Support</td>
<td>100-017-004-5510-2400-CVES</td>
<td>75,000,000</td>
</tr>
<tr>
<td>C19 Related Expenses</td>
<td>100-017-004-5510-2400-CVRE</td>
<td>46,784,440</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$ 371,249,990</strong></td>
</tr>
</tbody>
</table>

☑ Make modifications to the:
☐ Subject ☑ Background Information ☐ Summary ☐ Financial Impact

**Sponsorship Marketing Plan**

Pursuant to Government Code section 26110(2)(3), the Board shall annually review the County of Orange Sponsorship Marketing Plan (County Marketing Plan) and adopt the findings of that annual review by resolution. To assist the Board in its annual review of the County Marketing Plan, the County Executive Office (CEO) conducts a review of County events that made use of the County Marketing Plan during consideration of the County Events Calendar within the annual budget process. The results of CEO’s review for FY 2019-20, including those events for FY 2018-19 not previously reported, are attached as Attachment H.

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Replace Attachment A Exhibits: Exhibit 8A – Detailed Position Summary FY 2020-21 Recommended Budget by Budget Control and 8B – Detailed Position Changes FY 2020-21 Recommended Budget by Budget Control
EXHIBIT 8-A

DETAILED POSITION SUMMARY
FY 2020-21 RECOMMENDED BUDGET
BY BUDGET CONTROL
## FY 2020-21 RECOMMENDED BASE BUDGET

### POSITION SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget Control</td>
<td></td>
<td></td>
<td></td>
<td>Regular Term Total Positions</td>
</tr>
</tbody>
</table>

### Program I - Public Protection

<table>
<thead>
<tr>
<th>District Attorney-Public Administrator</th>
<th>026</th>
<th>867</th>
<th>(1)</th>
<th>3</th>
<th>869</th>
<th>(24)</th>
<th>(3)</th>
<th>842</th>
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<tbody>
<tr>
<td>Public Administrator</td>
<td>029</td>
<td>19</td>
<td></td>
<td></td>
<td>19</td>
<td></td>
<td></td>
<td>19</td>
</tr>
<tr>
<td>Emergency Management Division</td>
<td>032</td>
<td>17</td>
<td></td>
<td></td>
<td>17</td>
<td></td>
<td></td>
<td>17</td>
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<tr>
<td>Sheriff Court Operations</td>
<td>047</td>
<td>320</td>
<td></td>
<td></td>
<td>320</td>
<td></td>
<td></td>
<td>320</td>
</tr>
<tr>
<td>Office of Independent Review</td>
<td>051</td>
<td>2</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Probation</td>
<td>057</td>
<td>1,275</td>
<td>(9)</td>
<td></td>
<td>1,266</td>
<td>(114)</td>
<td></td>
<td>1,152</td>
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<tr>
<td>Public Defender</td>
<td>058</td>
<td>421</td>
<td></td>
<td></td>
<td>421</td>
<td>(2)</td>
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**General Fund Subtotal** 6,496 (11) 4 6,489 (154) (10) 6,325

| County Automated Fingerprint ID        | 109 | 14  |     |   | 14  |      |    | 14  |
| Jail Commissary                        | 143 | 41  |     |   | 41  | (4)  |    | 37  |
| Inmate Welfare                          | 144 | 17  | (1) |   | 16  |      |    | 16  |

**Non-General Funds Subtotal** 72 (1) 0 71 (4) 0 67

**TOTAL PROGRAM I - PUBLIC PROTECTION** 6,568 (12) 4 6,560 (158) (10) 6,392

### Program II - Community Services

| OC Community Resources                 | 012 | 266 | (5) | (5) | 256 | (23) |    | 233 |
| Child Support Services                 | 027 | 486 | (24) |   | 462 | (43) |    | 419 |
| HCA Public Guardian                   | 030 | 37  |     |   | 37  | (1)  |    | 36  |
| Health Care Agency                     | 042 | 2,846 | 26 | 2,872 | (82)|    | 2,790 |
| Social Services Agency                 | 063 | 4,344 | (43) |   | 4,301 | (89)|    | 4,212 |

**General Fund Subtotal** 7,979 (29) (22) 7,928 (238) 0 7,690

| OC Public Libraries                    | 120 | 386 | (1) |   | 386 | (2)  |    | 384 |
| OC Housing Authority (OCHA)            | 15F | 114 |     |   | 114 | (5)  |    | 109 |
| OC Housing                             | 15G | 13  |     |   | 13  |      |    | 13  |
| OC Parks                               | 405 | 350 | (1) |   | 349 | (3)  |    | 346 |

**Non-General Funds Subtotal** 863 (2) 1 862 (10) 0 852

**TOTAL PROGRAM II - COMMUNITY SERVICES** 8,842 (31) (21) 8,790 (248) 0 8,542

### Program III - Infrastructure & Environmental Resources

| OC Watersheds                          | 034 | 42  |     |   | 42  |      |    | 42  |
| Utilities                               | 040 | 21  |     |   | 22  | (2)  |    | 20  |
| Building & Safety General Fund          | 071 | 45  |     |   | 45  | (3)  |    | 42  |
| OC Public Works                         | 080 | 303 | (1) |   | 301 | (31) |    | 270 |

**General Fund Subtotal** 411 (1) 0 410 (36) 0 374

| OC Road                                | 115 | 158 |     |   | 159 | 1    |    | 160 |
| Parking Facilities                     | 137 | 5   |     |   | 5   |      |    | 5   |
| Airport Operating Enterprise           | 280 | 182 |     |   | 182 | (6)  |    | 176 |
| OC Waste & Recycling                   | 299 | 268 | (1) |   | 267 |      |    | 267 |
| OC Flood                               | 400 | 269 | (3) |   | 266 | (1)  |    | 265 |

**Non-General Funds Subtotal** 882 (3) 0 879 (6) 0 873

**TOTAL PROGRAM III - INFRASTRUCTURE & ENVIRONMENTAL RESOURCES** 1,293 (4) 0 1,289 (42) 0 1,247

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*Page 1 of 2*
## FY 2020-21 RECOMMENDED BASE BUDGET
### POSITION SUMMARY

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|                             | FY 2019-20                   |         |         |                             |                         |                                     |
|                             | Authorized                  | Limited- | Total |
|                             | Term Positions               |         |        |
|                             | Regular                      |         |        |
| GENERAL FUND TOTAL          | 16,458                       | (52)    | 50      | 16,456                      | (510)                   | (10) 15,936                           |
| NON-GENERAL FUNDS TOTAL     | 2,025                        | (6)     | 2       | 2,021                       | (28)                    | 0 1,993                               |
| GRAND TOTAL                 | 18,483                       | (58)    | 52      | 18,477                      | (538)                   | (10) 17,929                           |


[2] FY 2020-21 Recommended Changes include technical augmentations and vacant position deletions.
EXHIBIT 8-B

DETAILED POSITION CHANGES
FY 2020-21 RECOMMENDED BUDGET
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FY 2020-21 RECOMMENDED BUDGET POSITION CHANGES - Technical 0 0 0
## RECOMMENDED VACANT POSITION DELETIONS

### PROGRAM I - PUBLIC PROTECTION

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**TOTAL DISTRICT ATTORNEY-PUBLIC ADMINISTRATOR** (24) (3) (27)

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### COUNTY OF ORANGE
#### FISCAL YEAR 2020-2021
## AUTHORIZED POSITION CHANGES

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| DEPARTMENT 060 - SHERIFF-CORONER | 060 | 06/30/20 | 7452GE | CORRECTIONAL FARM SUPERVISOR | A5-50 | (2) |                        |                     |
|                                  | 06/30/20 | 7451GE | CORRECTIONAL SERVICES TECHNICIAN | A1-45 | (4) |                        |                     |
|                                  | 06/30/20 | 6128PO | DEPUTY SHERIFF I | P-01 | (1) |                        |                     |
|                                  | 06/30/20 | 6116GE | SHERIFF'S CORRECTIONAL SERVICES ASSISTANT | A1-52 | (5) | (1) |                     |
|                                  | 06/30/20 | 6112SO | SHERIFF'S SPECIAL OFFICER II | A1-56 | (2) | (6) |                     |
| **TOTAL SHERIFF-CORONER**        |       |        |         |                  |       | (14) | (7) | (21) |

| JAIL COMMISSARY | 143 | 06/30/20 | 7451GE | CORRECTIONAL SERVICES TECHNICIAN | A1-45 | (1) |                        |                     |
|                | 06/30/20 | 0930GE | WAREHOUSE WORKER II | A3-38 | (2) |                        |                     |
|                | 06/30/20 | 0931GE | WAREHOUSE WORKER III | A3-40 | (1) |                        |                     |
| **TOTAL JAIL COMMISSARY**        |       |        |         |                  |       | (4) | 0 | (4) |

| SUBTOTAL - PUBLIC PROTECTION      |       |        |         |                  |       | (158) | (10) | (168) |

<p>| PROGRAM II - COMMUNITY SERVICES | 012 | 06/30/20 | 8011MA | ADMINISTRATIVE MANAGER I | AMI | (3) |                        |                     |
|                                | 06/30/20 | 5902OS | ANIMAL CARE ATTENDANT | T-13 | (3) |                        |                     |
|                                | 06/30/20 | 5905GE | ANIMAL CONTROL OFFICER | A1-56 | (3) |                        |                     |
|                                | 06/30/20 | 0536CL | OFFICE SPECIALIST | D3-40 | (2) |                        |                     |
|                                | 06/30/20 | 0522CL | OFFICE TECHNICIAN | D3-34 | (1) |                        |                     |
|                                | 06/30/20 | 9110GE | PROCUREMENT CONTRACT SPECIALIST | C-36 | (1) |                        |                     |
|                                | 06/30/20 | 5920GE | REGISTERED VETERINARY TECHNICIAN | C-27 | (1) |                        |                     |
|                                | 06/30/20 | 8542GE | STAFF ASSISTANT | A5-47 | (1) |                        |                     |
|                                | 06/30/20 | 7091GE | STAFF DEVELOPMENT SPECIALIST | A5-56 | (1) |                        |                     |
|                                | 06/30/20 | 8543GE | STAFF SPECIALIST | A5-53 | (6) |                        |                     |
|                                | 06/30/20 | 5913SM | SUPERVISING ANIMAL CONTROL OFFICER | C-36 | (1) |                        |                     |
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### FISCAL YEAR 2020-2021
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# COUNTY OF ORANGE
## FISCAL YEAR 2020-2021
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MEMORANDUM

May 20, 2020

TO: Robin Stieler, Clerk of the Board

FROM: Chairwoman Michelle Steel, Supervisor Second District

SUBJECT: Appointment to Orange County Historical Commission.

Please add the following item of business to the supplemental calendar for the June 2, 2020 Board meeting agenda. The title of the item should read:

**Chairwoman Steel** – Orange County Historical Commission – Appoint Christian Charles Epting, Huntington Beach, to fill a vacancy on the Orange County Historical Commission. The term is concurrent with the Supervisor’s term of office.
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Orange County Historical Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First  □ Second  □ Third  □ Fourth  □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Christian  Charles  Egging
First Name  Middle Name  Last Name

Street Address
City  State  Zip Code

Home Phone Number  Cell Phone Number

Email Address

CURRENT EMPLOYER: Self Employed

OCCUPATION/JOB TITLE: Writer/Teacher/Historian

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES? □ YES  □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? □ YES  □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

Revised Date 02/07/19

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LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY

Polsa Chica Conservancy
Newport Bay Conservancy

FROM (MO/YR)  TO (MO/YR)
1/17      1/17      10/17      12/19

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAly DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

SEE ATTACHED PLEASE

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

DATE: 3/4/20

APPLICANTS SIGNATURE: __________________________

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: __________________________________________ Received by: __________________________________________

Deputy Clerk of the Board of Supervisors

Date referred: __________________________________________

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name

Revised Date 02/07/19

Scanned with CamScanner
Statement as to why believe I would make a good OC Historical Commissioner:

I would like to serve on the Orange County Historical Commission because I think I will bring a level of not just expertise, but passion to the position. I have worked for many years documenting and presenting much of the little-known history of Orange County. I have given countless lectures and written numerous books on the subject and I believe there are some tremendous opportunities when it comes to preservation but also creating awareness about the county's significant and substantial history. I am a good team player and I would look forward to working with other commissioners to help protect and preserve the legacy of Orange County history.

Chris Epting
Chris Epting

Subject specialties: Memoir, music, pop culture, road culture, travel, sports, storytelling with an unbridled passion for helping others tell their stories.

1999-Present: Author/journalist

Currently: Co-host/executive producer of the current Reelz Network travel/history TV series, *It Happened Here*

Orange County:

For six years hosted the award-wing PBS TV series "Forgotten Orange County."

Author of 30+ books including numerous best sellers:

* Idol Truth, memoir co-write with Leif Garrett (Post Hill Press)
* Adrenalized (memoir with Def Leppard’s Phil Collen) from Simon & Schuster
* Listen to the Music, the history of the Doobie Brothers (memoir co-write with Tom Johnston and Pat Simmons) St. Martin’s Press
* Change of Seasons – a memoir (with John Oates) from St. Martin’s Press
* Making Waves – (memoir with Olympian Shirley Babashoff) from Santa Monica Press
* Roadside Baseball from McGraw Hill
* Led Zeppelin Crashed Here, A Musical History tour from Santa Monica Press
* The Music History of Orange County from History Press
* James Dean Died Here from Santa Monica Press
* Marilyn Monroe Dyed Here from Santa Monica Press
* Teddy Roosevelt in California – from History Press

Journalist History
* Huffington Post columnist (2014- 2018)
* Los Angeles Times weekly columnist (Orange County) 2007-2017
* AOL Music, Spinner, Loudwire, Ultimate Classic Rock and dozens of other high profile outlets and music/travel publications
* Award-winning travel writer

Education
* Emerson College, Boston MA
Revision to ASR and/or Attachments

Date: May 26, 2020
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Khalid Bazmi, Interim Director of OC Public Works
Re: ASR Control #: Supplemental ASR S66B, Meeting Date, June 2, 2020, Item No. # S66B
Subject: Approve Cooperative Agreement with Caltrans for Laguna Canyon Road Project

Explanation: OC Public Works needs to replace the Financial Impact Section of the ASR with the language below.

☐ Revised Recommended Action[s]

☒ Make modifications to:
  ☐ Subject ☐ Background Information ☐ Summary ☒ Financial Impact

The Agreement stipulates compensation will be provided to Caltrans for its construction of the Project in an estimated not-to-exceed amount of $6,817,825.

Appropriations for this Agreement are included in the FY 2020-21 Recommended Budget Control 174: OC Road – Capital Improvements, 100 percent and will be included in the budgeting process for future years.

The Annual Cost estimates are based on the anticipated completion of the construction phases in the respective fiscal years. The County will utilize Budget Control 158: Coastal Area Road Improvements, Budget Control 115: OC Road Traffic Signals Fee Program and Budget Control 174: Road Maintenance and Rehabilitation Account as a funding source for this phase of the Project, which is part of the approved OC Public Works Capital Improvement Program. Caltrans will invoice the County for actual work performed as the Project progresses. Within 45 days of execution of the Agreement, Caltrans will invoice the County for an initial deposit amount of $219,000. Appropriations for this Agreement are included in the FY 2020-21 Recommended Budget for OC Road – Capital Improvements, Fund 174, at 100 percent and will be included in the budgeting process for future years.

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
May 22, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 2, 2020, Board Hearing.

Agency: OC Public Works
Subject: Approve Cooperative Agreement with Caltrans for Laguna Canyon Road Project
Districts: 5

Reason for supplemental: The County Executive Office is requesting this item be placed on the June 2, 2020, Board agenda as a Supplemental item as Caltrans requires an executed contract no later than June 30, 2020, in order to continue with their internal Ready to List date, the initial step prior to advertising the project for bids. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/02/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: OC Public Works
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Khalid Bazmi (714) 667-3213
Nandy Khan (714)-647-3906

SUBJECT: Approve Cooperative Agreement with Caltrans for Laguna Canyon Road Project

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<th>CLERK OF THE BOARD</th>
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<td>3 Votes Board Majority</td>
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Budgeted: N/A  Current Year Cost: N/A  Annual Cost:
FY 2020-21 $2,000,000
FY 2021-22 $2,500,000
FY 2022-23 $1,263,000
FY 2023-24 $1,054,825

Staffing Impact: No  # of Positions: N/A  Sole Source: N/A
Current Fiscal Year Revenue: N/A  County Audit in last 3 years: No
Funding Source: See Financial Impact Section

Prior Board Action: 2/28/2017 #18, 7/12/2016 #9, 12/18/2012 #19, 9/26/2006 #22

RECOMMENDED ACTION(S)
1. Find that the proposed action is not a project within the meaning of CEQA Guidelines Section 15378, and is therefore not subject to review under CEQA.

2. Approve a Cooperative Agreement between the County of Orange and the California Department of Transportation for the Laguna Canyon Road Segment 4, Phase 2 to 4 Project, effective upon Board of Supervisors approval in a not-to-exceed amount of $6,817,825.

3. Direct the Auditor Controller, upon notification from OC Public Works, to deposit with the California Department of Transportation in the amount of $219,000.
4. Authorize the Director of OC Public Works or designee to execute future amendments to the Cooperative Agreement, provided those amendments would result in minor, non-substantive changes that do not create or increase a financial obligation on the part of the County of Orange.

5. Adopt a Resolution vacating the street and highway easement uses consistent with the findings therein and direct OC Public Works to carry out all instructions contained in the Resolution.

6. Authorize the CEO Real Estate Officer or designee to give approvals and execute all real estate agreements and permits necessary for the County of Orange to comply with its obligations under the Cooperative Agreement and completion of the Laguna Canyon Road Segment 4, Phase 2 to 4 Project, subject to satisfaction of County Codified Ordinances, Section 2-5-301 requirements approved by the Board of Supervisors, if applicable.

SUMMARY:

Approval of the Cooperative Agreement for the Laguna Canyon Road Segment 4, Phase 2 to 4 Project with the California Department of Transportation and adoption of a Resolution vacating the unnecessary street and highway easement will support providing a Class II bikeway, implementing drainage improvements, undergrounding overhead utilities and enhancing roadway safety within the project limits and the proposed project will release the County of Orange of any future liability associated with the street and highway easement.

BACKGROUND INFORMATION:

OC Public Works and the California Department of Transportation (Caltrans) are in the process of finalizing the design plans for the Laguna Canyon Road Segment 4, Phase 2 to 4 Project (Project), located within Caltrans and the City of Laguna Beach (City) jurisdictions as depicted on the Location Map (Attachment C). The Project would widen the roadway shoulders along Laguna Canyon Road south of El Toro Road to State Route (SR) 73 to accommodate Class II on-road bike lanes. As part of the Project, Southern California Edison, COX Communication and Verizon Communications will relocate their overhead utilities underground. Caltrans is also developing two projects within the Project limits: a drainage project to address flooding and a safety project to increase public safety within the state highway system. In an effort to expedite, streamline and make the Project delivery more efficient, in September 2015, OC Public Works, Caltrans and the City agreed to combine the projects with Caltrans as lead and implementing agency (Combined Project).

On September 26, 2006, the Board of Supervisors (Board) approved Final Mitigated Negative Declaration (MND) No. IP 05-240. On October 19, 2010, the Board adopted Addendum IP 09-305.

On July 16, 2010, the City granted a street and highway easement (Easement) to the County of Orange (County). The County never utilized the Easement and does not have any present or prospective use for it. Caltrans is preparing to construct the Laguna Canyon Road Segment 4 Project along SR-133 that will require use of the Easement. Therefore, County is using Section 8334 to vacate the easement and the Board is being asked to adopt the attached Resolution to vacate the Easement. By vacating the Easement, Caltrans can acquire the rights it needs to proceed with the Project.

On December 18, 2012, the Board approved amendments to the following three Cooperative Agreements between the County and Caltrans for Segments 1-4: D99-087, D99-088 and D09-071. The terms of these agreements were extended to December 15, 2015, and have subsequently expired. In early 2014, the Project was put on hold pending the design of Caltrans’ safety project. In August of 2015, the Project was initiated with a new scope and new responsibilities for the stakeholders.
On July 12, 2016, the Board approved Cooperative Agreement MA-080-16012243 between the County and Caltrans. This agreement defined the parties’ respective rights and obligations with respect to the development of the Project Study Report-Project Development Support (PSR-PDS). A PSR-PDS is a preliminary scoping document that identifies the purpose, need, scope and schedule of a potential project; it does not define the design or cost of the Project.

On February 28, 2017, the Board approved Cooperative Agreement MA-080-17010535 between the County and Caltrans. This agreement defined the parties’ respective rights and obligations with respect to the development and completion of the Project Approval and Environmental Document; Plans, Specifications and Estimate (PS&E); and Right-of-Way Support and capital.

On November 2, 2018, Coalition to Protect our Kids and Environment (CPK&E) filed legal action with the Orange County Superior Court of California contesting CEQA and Caltrans approval of the Final MND. The lawsuit focuses on the project’s impact to habitat (e.g. existing mature oak trees at Laguna Coast Wilderness Park) and impact to vehicular ingress/egress to a school located along Laguna Canyon Road. Although not named in the suit, the County is obligated to financially contribute toward the litigation per Cooperative Agreement MA-080-17010535. During continuous discussion between Caltrans and CPK&E, Caltrans agreed to address their concerns during the PS&E phase.

Caltrans redesigned the Project to minimize impacts to the existing oak trees and sensitive habitat in adjacent County parkland and designed a new ingress/egress point to the school. However, the redesigned Project now impacts a small County-owned parcel of parkland that contains riparian habitat and is currently enrolled in the Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) to which the County is a signatory. County and Caltrans are working with the regulatory agencies regarding acceptable mitigation for Project impacts to riparian habitat. As to the impacts to the NCCP/HCP, the regulatory agencies agreed to allow use of OC Public Works’ NCCP/HCP Credits to offset Project impacts to the reserve system. The value of those Credits was assessed at $1.3 million and OC Public Works and Caltrans agreed to share the cost equally. Finally, because the redesign also impacts County parkland, there is a need to remove a deed restriction to allow for non-park uses. Moving forward, OC Parks will be submitting a separate Agenda Staff Report in order to fulfill Orange County Codified Ordinances, Section 2-5-301 (Ordinance) requirements as applicable.

The purpose of the new Cooperative Agreement MA-080-20011606 (Agreement) between the County and Caltrans is to define the parties’ respective rights and obligations with respect to the construction phase. This Agreement contains non-standard mutual indemnification language due to the use of the standard Caltrans cooperative agreement language and formatting, which has been approved by County Counsel and Risk Management. The estimated not-to-exceed total Project cost related to this phase and agreement is $6,817,825 and will be expended over the next few fiscal years. Caltrans will invoice the County on a monthly basis for actual work completed for services and construction expenditures. Caltrans will be the lead and implementing agency for the advertisement, award and the construction administration phase of the Combined Project.

The Project will require the issuance of permits to Caltrans for access and construction, the conveyance of 11 highway, slope and drainage easements to Caltrans. Some of the permits or easements may exceed the value or duration thresholds under current delegated authority to CEO Real Estate. Moreover, some of the property located on the southwest corner of El Toro Road and SR 133 will be transferred by the County to another governmental entity at a later date, after Park Abandonment is met, as described above.
To expedite these overall real estate transactions, (permit approval process and deed transfer), the Board is being asked to authorize the CEO Real Estate Officer to approve necessary permits and the subsequent deed transfer. However, any property subject to a park deed restriction shall require Board approval through the Park Abandonment process prior to the exercise of this delegated authority and will be brought to the Board by CEO Real Estate and OC Parks at the appropriate time.

Compliance with CEQA: The proposed action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA. Approval of this agenda item does not commit the County to a definite course of action in regard to a project, as the Agreement sets forth the County’s primarily financial rights and obligations with respect to a future project which, Caltrans, as lead agency, will approve and carry out. As lead agency, Caltrans has responsibility for ensuring compliance with CEQA. Any future action connected to approval of the proposed action that constitutes a project under CEQA will be reviewed for compliance with CEQA by Caltrans.

FINANCIAL IMPACT:

The Agreement stipulates compensation will be provided to Caltrans for its construction of the Project in an estimated not-to-exceed amount of $6,817,825.

The Annual Cost estimates are based on the anticipated completion of the construction phases in the respective fiscal years. The County will utilize Coastal Area Road Improvements and Traffic Signals Fee Program and Road Maintenance and Rehabilitation Account as a funding source for this phase of the Project, which is part of the approved OC Public Works Capital Improvement Program. Caltrans will invoice the County for actual work performed as the Project progresses. Within 45 days of execution of the Agreement, Caltrans will invoice the County for an initial deposit amount of $219,000. Appropriations for this Agreement are included in the FY 2020-21 Recommended Budget for OC Road - Capital Improvements, Fund 174, at 100 percent and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:
OC Community Resources/OC Parks

ATTACHMENT(S):
Attachment A - Cooperative Agreement MA-080-20011606 with Caltrans
Attachment B - Resolution
Attachment C - Location Map
Attachment D - Streets and Highways Code Section 8334
Attachment E - Conveyance Questionnaire
COOPERATIVE AGREEMENT COVER SHEET

Work Description

COMBINED PROJECT IN LAGUNA BEACH, FROM 1700 FT SOUTH OF EL TORO TO STATE ROUTE 133/73 INTERCHANGE. EXTEND MERGE LANES, IMPROVE DRAINAGE, WIDEN SHOULDERS TO STANDARD, ADD NB AND SB CLASS II BIKE LANES AND UNDERGROUND UTILITIES BETWEEN EL-TORO AND SR 73/133.

Contact Information

CALTRANS

Barbara McGahey, Project Manager
1750 E. 4th Street.
Santa Ana, CA 92705
Office Phone: 657-328-6334
Mobile Phone: 949-226-6840
Email: bmcegahey@dot.ca.gov

COUNTY OF ORANGE

Khalid Bazmi, Interim Director/County Engineer
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Office Phone: (714) 667-3213
Email: Khalid.Bazmi@ocpw.ocgov.com
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Please note:

1. Caltrans administered funds must be expended proportionally with all other funds. All project funds must be shown in the Funding Summary. Local funds committed to the project cannot be omitted from the funding summary.
COOPERATIVE AGREEMENT

This AGREEMENT, effective on ________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Orange, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECIDALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, Combined Project in Laguna Beach, from 1700 ft south of El Toro to State Route 133/73 interchange. Extend merge lanes, improve drainage, widen shoulders to standard, add NB and SB Class II bike lanes and underground utilities between El-Toro and SR 73/133. will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   • CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.
4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preclude over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS approved the Mitigated Negative Declaration on February 28, 2017 (Cooperative Agreement No. 12-736).

- CALTRANS approved the Finding of No Significant Impact in October 2018 (Cooperative Agreement No. 12-736).

- CALTRANS approved the Environmental revalidation on May 2020 (Cooperative Agreement No. 12-736).

- CALTRANS is currently working on completing the R/W Certification, expected to be finalized in June 2020 (Cooperative Agreement No. 12-736).

- CALTRANS is currently working on completing the Plans, Specifications and Estimate, projected to be finalized June 2020 (Cooperative Agreement No. 12-736).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.
RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CALTRANS and COUNTY will co-SPONSOR the WORK included in this AGREEMENT in the following percentages:

<table>
<thead>
<tr>
<th>PROJECT COMPONENT</th>
<th>CALTRANS</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSTRUCTION</td>
<td>57%</td>
<td>43%</td>
</tr>
</tbody>
</table>

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.
Funding

12. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

13. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSORS.

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CEQA/NEPA Lead Agency

17. CALTRANS is the CEQA Lead Agency for the PROJECT.

18. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’S responsibilities in this AGREEMENT.
20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

21. The PROJECT requires the following environmental permits/approvals:

<table>
<thead>
<tr>
<th>ENVIRONMENTAL PERMITS/REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>404, US Army Corps of Engineers</td>
</tr>
<tr>
<td>401, Regional Water Quality Control Board</td>
</tr>
<tr>
<td>National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board</td>
</tr>
<tr>
<td>Coastal Development Permit, California Coastal Commission</td>
</tr>
<tr>
<td>1602 and Natural Community Conservation Planning (NCCP), California Department of Fish and Wildlife</td>
</tr>
</tbody>
</table>

CONSTRUCTION

22. As the CONSTRUCTION IMPLEMENTING AGENCY, CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

23. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

24. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

25. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.

26. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
27. CALTRANS will implement changes to the construction contract through Change Orders. County will review and concur on Change Orders affecting County’s components of the Work.

28. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

29. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

Schedule

30. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

31. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.
Additional Provisions

Standards

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual

Qualifications

33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

34. COUNTY will issue to CALTRANS, its contractors, consultants and agents, any encroachment permits necessary for the WORK within County’s jurisdiction but outside of the State Highway System right-of-way. Such encroachment permits will be issued at no cost.

35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

36. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.
Disclosures

37. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

39. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

40. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

41. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.
42. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

43. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

44. CALTRANS’ acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS’ policy on such acquisition.

**Claims**

45. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

46. PARTIES will confer on any claim that may affect the WORK or PARTIES’ liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

47. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
Accounting and Audits

48. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

49. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any third party hired to participate in the WORK will comply with this Article.

50. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK-related records of each PARTY, and any third party hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

51. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

52. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.
**Interruption of Work**

53. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

**Penalties, Judgments and Settlements**

54. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.

55. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

**Environmental Compliance**

56. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

**GENERAL CONDITIONS**

**Venue**

57. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

58. All CALTRANS’ obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).
Indemnification

59. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

60. Neither COUNTY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

61. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

62. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

63. COUNTY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. COUNTY waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY’s performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
64. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

**Defaults**

65. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

**Dispute Resolution**

66. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES’ legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

67. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

68. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.
Work performed by a PARTY’s own employees is exempt from the Labor Code’s Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.
SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or electronic mail (E-Mail), and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Adnan Maiah
Deputy District Director,
Capital Outlay Program

COUNTY OF ORANGE

Michelle Steel
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C SEC. 25103, RESO 79-1535

Robin Stielr
Clerk of the Board
County of Orange, California

Approved as to form:
Office of the County Counsel
County of Orange, California

Ray Diaz
Deputy County Counsel

VERIFICATION OF FUNDS
AND AUTHORITY:

Neda Saber
District Budget Manager

Project Development Agreement 2017-02-17 (Created December 19, 2019)
FUNDING SUMMARY NO. 01

FUNDING TABLE

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<tr>
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SPENDING SUMMARY

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*COUNTY Local Funds: CARITS and RMRA

**County’s contribution from Rule-20A funds in the amount of $6.7M towards the utility undergrounding is excluded from the capital cost.

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.
Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
Invoicing and Payment

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within thirty (30) calendar days of receipt of invoice.

6. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

8. CALTRANS will invoice COUNTY for a $51,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION SUPPORT expenditures. This deposit represents two (2) months’ estimated costs.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

9. CALTRANS will invoice COUNTY for a $168,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents two (2) months’ estimated costs.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred and paid.
CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?
   YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?
   YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?
   YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?
   YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?
   YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.
CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 12-0782 and any amendments to the agreement. The final signature date on this document terminates agreement 12-0782 except survival articles. All survival articles in agreement 12-0782 will remain in effect until expired by law, terminated or modified in writing by the PARTIES’ mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Adnan Maijah
Deputy District Director, Capital Outlay Program

Date

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

Neda Saber
District Budget Manager

Date

COUNTY OF ORANGE

Khalid Bazmi
Interim Director/County Engineer
OC Public Works

Date
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 2, 2020

WHEREAS, the County of Orange (“County”) accepted an easement (“Easement”) for street and highway purposes, in, on and over the real property described in Exhibit A and depicted in Exhibit B and recorded as Instrument 2001000339718 on July 16, 2010; and

WHEREAS, the County has never utilized the Easement and does not have any present or prospective use for the Easement; and

WHEREAS, the Easement is not required for streets and highway purposes by the County; and

WHEREAS, Caltrans is preparing to construct the Laguna Canyon Road Segment 4 Project along State Route 133, which will require use of the Easement area; and

WHEREAS, the Director of OC Public Works recommends the vacation; and

WHEREAS, the vacation is being conducted pursuant to Division 9, Part 3, Chapter 4 of the California Streets and Highways Code.

NOW, THEREFORE BE IT RESOLVED that this Board does hereby:

Find that the proposed project is Categorically Exempt (Class 5) from the provisions of CEQA pursuant to Guidelines Section 15305.

Make this vacation under Streets and Highways Code, Section 8334.

1. Vacate the Easement described and depicted in Exhibits A and B, respectively, attached hereto.

2. Make known that from and after the date this resolution is recorded, the area vacated no longer constitutes an easement for street and highway purposes.

3. Direct the Clerk of the Board to forward a certified copy of the Resolution to OC Public Works for recordation in the office of the Orange County Recorder.

Resolution No. ____________________, Item No. ______
Vacation of Easement for Street and Highway Purposes
EXHIBIT A

LEGAL DESCRIPTION

Project: Laguna Canyon Road
Project No.: Z12
Parcel No.: 136

That portion of the Niguel Rancho, in the City of Laguna Beach, County of Orange, State of California, as per map recorded in book 2, pages 230 and 231 of Patents, in the office of the County Recorder of Los Angeles County, California, and as shown on Record of Survey 2004-1113 per map filed in book 206, pages 26 through 37 of Record, of Surveys in the office of the County Recorder of Orange County, described as follows:

Beginning at the intersection of the easterly right of way of Laguna Canyon Road and the northerly line of El Toro Road as shown on Sheet 7 of said Record of Survey; thence along said easterly right of way the following courses: 1) N.6°52'33"W., 466.36 feet to the beginning of a tangent curve, concave easterly and having a radius of 374.98 feet; 2) Northerly 144.91 feet along said curve through a central angle of 22°08'52"; and 3), tangent to said curve, N.15°15'59"E., 254.92 feet to the westerly terminus of that certain course shown as having a bearing of S.74°45'24"E. and a length of 488.51 feet (shown as 148.897 meters) per Sheet 8 of said Record of Survey; thence leaving said easterly right of way S.74°45'24"E., 19.16 feet along said certain course; thence S.15°15'04"W., 115.43 feet to the beginning of a tangent curve, concave easterly and having a radius of 939.96 feet; thence Southerly 336.38 feet along said curve through a central angle of 20°30'16"; thence non-tangent to said curve S.6°18'35"E., 366.12 feet; thence S.53°41'30"E., 47.98 feet to a point on said northerly line of El Toro Road, said point being the beginning of a non-tangent curve, concave northerly and having a radius of 569.97 feet, to which beginning of curve a radial bears S.13°02'54"E.; thence Westerly 60.65 feet along said curve and said northerly line through a central angle of 6°05'48" to the Point of Beginning.

Unless otherwise noted, all bearing and distances in this description are grid based on the California Coordinate System, (CCS83) Zone VI NAD 1983 (1991.35 EPOCH O.C.S. GPS Adjustment). To obtain ground distances, divide the distances herein by 0.99993544.

Containing 0.542 Acre, more or less.

See EXHIBIT B attached, more or less.

APPROVED

[Signature]
Date: 5/3/10

John P. Pavlik
L.S. 5168
Expiration Date: June 30, 2011
State of California

STREETS AND HIGHWAYS CODE

Section 8334

8334. The legislative body of a local agency may summarily vacate any of the following:

(a) An excess right-of-way of a street or highway not required for street or highway purposes.

(b) A portion of a street or highway that lies within property under one ownership and that does not continue through such ownership or end touching property of another.

(Added by Stats. 1980, Ch. 1050, Sec. 29.)
Real Property Conveyance Questionnaire* for ASR
(*Applies to sale, lease, license, or easement of County or District owned assets)

Instructions:
▪ This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
▪ Insert the complete answer after each question below.
▪ When completed, save and include as an Attachment to your ASR.
▪ In the body of the ASR focus on the considerations relevant to the decision.
▪ If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)?
   a) Why is this property being considered for lease, license, sale or other conveyance?
      The County is conveying street & highway and slope & drainage easements to Caltrans. The County is also conveying a fee parcel to the City of Laguna Beach. County will also be vacating an unnecessary street and highway easement.
   b) How and who identified this property as a potential conveyance?
      Caltrans identified these properties as a potential conveyance.
   c) What factors are key in recommending this property for conveyance?
      Caltrans and OCPW are widening Laguna Canyon Road from south of El Toro Road to SR-73.
   d) How does the proposed conveyance fit into the County’s/District’s strategic or general plan?
      The transaction is consistent and in accordance with County obligations under the cooperative agreement and completion of the laguna canyon road segment 4, phase 2 to 4 project.
   e) What are the short and long term anticipated uses of the property?
      In the long-term Caltrans will widen the roadway and will require a highway easement for roadway maintenance purposes and they’ll require slope and drainage in order to maintain the slope supporting the roadway and their drainage ditch.
   f) Are there any limitations on the use of the property in the conveyance documents?
      The land is enrolled in the Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). In order to remove the NCCP/HCP limitations, OC Public Works is willing to utilize their NCCP take credits. This requires approval from California Fish and Wildlife Services and California Department of Fish and Game. Both parties have provided email approvals, however, the County and Caltrans are waiting for their formal approval letter.

2. What analysis has been performed as to whether to convey the proposed real property interest?
   a) Have there been any internally or externally prepared reports regarding this property conveyance?
      Caltrans has provided title reports, prepared legals and submitted offers for the conveyance.
   b) Who performed the analysis?
      Caltrans performed the analysis.
   c) Provide details about the analysis and cost/benefit comparison.
      Caltrans obtained an appraisal and the County of Orange staff appraiser has reviewed it and the two parties are negotiating the fair market value.

3. How was the conveyance price, or lease/license rent, determined?
   a) Who performed the appraisal or market study and what certifications do they possess?
      Caltrans
   b) How does the price/rent compare with comparable properties?
      It will be comparable
   c) Does the setting of the price/rent follow industry standards and best practices?
      Yes
   e) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable.
      Caltrans will be responsible to maintain the highway and slope & drainage.
4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use?
   a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements?
      The roadway and the drainage facility will be built to Caltrans standards.
   b) Include estimates of the costs.
   c) What entity will be responsible for the costs?

5. Can the County terminate the sale/easement, lease/license?
   a) What would be necessary to terminate the agreement and when can it be terminated?
      n/a
   b) Are there penalties to terminate the sale/easement, lease/license?
      n/a

6. What entity will be responsible for the payment(s)?
   a) How will the funds received be used or applied?
      Per Cooperative Agreement MA-080-17010535, County will pay 100% of the right of way capital and programmed cost for the County project. Caltrans will pay 100% of the right of way capital and programmed cost for the Caltrans project.
   b) What fund number will the funds from the conveyance ultimately be deposited into?
      Fund 174
   c) If restricted funds might be created or supplemented, check with the Auditor Controller’s General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.
   d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted?

7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? The right of entry permits, and future easement documents will be reviewed and approved as to form by County Counsel.
   a) List any modified clauses and reasons for modification.
8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? N/A

**Capital Lease Determination:** At the inception of any potential capital lease, it is important to contact the Auditor-Controller’s Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County’s Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

i) Lease transfers ownership to another party by the end of the term.
ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)

iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*

iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don’t apply if the lease term begins in the last 25% of a property’s estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller’s Capital Asset Unit at capitalassets@ac.ocgov.com.
May 27, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 2, 2020, Board Hearing.

Agency: Sheriff-Coroner
Subject: Memorandum of Understanding with Southern California Edison
Districts: 5

Reason for supplemental: The County Executive Office is requesting this item be placed on the June 2, 2020, Board agenda as a Supplemental item. The Sheriff-Coroner Emergency Management Division has until mid-June to submit a Memorandum of Understanding to the state for a funding opportunity for the decommissioning of the San Onofre Nuclear Generating Station facility. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/2/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Jeff Hallbeck (714) 647-1804
                                Donna Boston (714) 628-7054

SUBJECT: Memorandum of Understanding with Southern California Edison

CEO CONCUR: [Signature]  COUNTY COUNSEL REVIEW: [Signature]  CLERK OF THE BOARD:

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<td>Current Fiscal Year Revenue: N/A</td>
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<td>County Audit in last 3 years: No</td>
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RECOMMENDED ACTION(S)

1. Authorize Sheriff-Coroner or designee to execute a Successor Memorandum of Understanding with Southern California Edison for Southern California Edison to provide financial support for emergency preparedness and response activities, equipment and services required for local units of government related to the decommissioning of the San Onofre Nuclear Generating Station and nuclear materials storage, transport or disposal, effective upon the execution of all signatures after Board of Supervisors approval through June 30, 2049, in the approximate amount of $10.2 million.

2. Authorize Sheriff-Coroner or designee to execute subordinate transfer agreements with the Orange County Fire Authority and Capistrano Unified School District for funds, services or equipment obtained under the Memorandum of Understanding related to the decommissioning of the San Onofre Nuclear Generating Station and nuclear materials storage, transport or disposal, effective upon the execution of all necessary signatures through June 30, 2049.
SUMMARY:

Authorizing the Sheriff-Coroner Department to execute a Memorandum of Understanding with Southern California Edison and Subordinate Transfer Agreements with Orange County Fire Authority and Capistrano Unified School District will allow the County to continue receiving financial support from Southern California Edison for emergency preparedness and response activities, equipment and services required for local units of government related to the decommissioning of the San Onofre Nuclear Generating Station and the storage, transport or disposal of nuclear materials.

BACKGROUND INFORMATION:

On July 14, 2015, the Orange County Board of Supervisors (Board) authorized the Sheriff-Coroner Department (Sheriff) and the Health Care Agency to work collaboratively with Southern California Edison (SCE) to develop a funding agreement for emergency planning, preparedness and response to an emergency at the San Onofre Nuclear Generating Station (SONGS). Terms of a Memorandum of Understanding (MOU) were agreed to and presented to the Orange County Board of Supervisors (Board) for approval on October 27, 2015 and the MOU was approved. That MOU is set to expire on June 30, 2020.

In the original MOU with SCE, there is a statement that requires the agencies and SCE to reconvene and establish a successor MOU. The signatories to the agreement began meeting again in 2017, with a final draft MOU generated in December 2017. Unfortunately, this first draft of the successor MOU fell through and continued negotiations took place over the next two years. In May of 2020, the signatories to the original MOU reached agreement on the current draft of the successor MOU, which is being presented to the Board today.

As was the case with the original MOU, the Parties to this successor MOU are the Counties of Orange and San Diego, the Cities of Dana Point, San Juan Capistrano and San Clemente, and SCE. The successor MOU includes 100 percent funding for one additional year (through FY 2020-21), 75 percent funding for one year, FY 2021-2022, 66 percent funding for approximately 7 years, FY 2022-29, and a sustained 25 percent funding for 20 years, Fiscal Years 2029-49. Funding glide-down is reduced using the baseline budget, adjusted annually based upon the average California Consumer Price Index for the immediately preceding fiscal year. Additionally, it was agreed that each of the local government agencies will receive funding directly from SCE through a transparent budget review process, which will be administered through the Interjurisdictional Planning Committee (IPC), with the exception of the Capistrano Unified School District (CUSD) and Orange County Fire Authority (OCFA). Both CUSD and OCFA will continue to receive pass through funding from the funds administered by Sheriff, as will the Health Care Agency.

This MOU, like the original MOU, contains no indemnification or insurance provisions as SCE is providing no product or services to the County; rather, the MOU simply provides a vehicle for SCE to continue funding emergency preparedness and planning by the local governments in relation to SONGS.

Sheriff requests Board authorization for the Sheriff or designee to execute the MOU and the related subordinate transfer agreements with CUSD and OCFA, as noted in the Recommended Actions.

FINANCIAL IMPACT:
Revenue from this MOU is included in the Sheriff-Coroner Department’s FY 2020-21 Budget for Budget Control 032, and will be included in the budgeting process for future years. The current MOU allowed for five years at 100 percent funding (ending FY 2019-20), year six at 75 percent and year seven at 50 percent. Approval of this updated Successor MOU will include 100 percent funding for one additional year (through FY 2020-21), 75 percent funding for one year FY 2021-22, 66 percent funding for approximately seven years FY 2022-29, and a sustained 25 percent for 20 years FY 2029-49. Funding glide-down is reduced using the baseline budget, adjusted annually based upon the average California Consumer Price Index for the immediately preceding fiscal year. See Attachment C for Funding Level Chart.

No alternate revenue source is currently available to fund nuclear emergency preparedness and response activities. As revenue declines, adjustments will be made to reduce associated supplies, equipment and travel; personnel salaries and benefits will either be transitioned to alternative grant funding or support will be requested through County general funds. Staff will work to adjust revenue support for the Emergency Management Division through strategical budget planning. While nuclear funding is reducing, other emergency management requirements will likely arise to manage emerging threats such as Public Safety Power Shutoffs or catastrophic pandemics.

**STAFFING IMPACT:**

Previously, seven personnel in the Emergency Management Division (EMD) were funded in whole or in part by funding received from SCE via the Nuclear Power Preparedness Fund administered by the California Governor’s Office of Emergency Services. The same seven positions were funded under the original MOU. The proposed MOU will continue to partially support EMD personnel assigned to work on radiological emergency planning activities. Upon entering Phase 4, EMD personnel will either be: 1) be transitioned to alternative grant projects and funding, 2) County general funds will be requested or 3) vacant positions will not be filled.

**ATTACHMENT(S):**

Attachment A - Memorandum of Understanding for Support of Radiological Emergency  
Attachment B - Subordinate Agreement and Transfer Agreement  
Attachment C - Funding Level Chart
MEMORANDUM OF UNDERSTANDING
FOR SUPPORT OF RADIOLOGICAL EMERGENCY
PLANNING AND RESPONSE
PURPOSE

This amended Memorandum of Understanding (MOU) is entered into by and among Southern California Edison (SCE), the counties of Orange and San Diego and the three cities of San Clemente, San Juan Capistrano and Dana Point. The purpose of this "MOU" is to document the mutual agreement of all signatory parties to continue collaborative and cooperative management of the radiological emergency preparedness, planning, response and recovery activities related to the San Onofre Nuclear Generating Station (SONGS) and to outline a cooperative funding agreement between the signatory local governments and SCE for such activities.

I. BACKGROUND

A. SONS

SONGS consists of nuclear power generating facilities known as Units 1, 2 and 3 and associated structures, being decommissioned by four entities: the city of Anaheim, city of Riverside, San Diego Gas & Electric (SDG&E), and Southern California Edison (SCE, an Owner-Operator and decommissioning agent for the other decommissioning participants).

SONGS Unit 1 was shut down in 1992. SONGS Units 2 and 3 were shut down in 2013. Spent fuel from Units 1, 2, and 3 is stored on-site in the Independent Spent Fuel Storage Installation (ISFSI) located in the area previously occupied by SONGS Unit 1. SCE anticipates storing spent nuclear fuel and radiologically contaminated materials on-site until SONGS is decontaminated and dismantled. As of the date this MOU has been signed by all Parties, the most recently approved decommissioning cost estimate (DCE) projects that the Department of Energy (DOE) will commence picking up spent fuel from the nuclear industry in 2024, complete spent fuel removal from SONGS by 2049, on-site ISFSI demolition completed by September 2051 and final site restoration and easement termination by December 2051. The DCE is periodically updated.

B. Radiological Emergency Planning and Response

The Nuclear Regulatory Commission (NRC) approved the SONGS ISFSI Only Emergency Plan (IOEP) in November 2016. SONGS will transition from the Permanently Defueled Emergency Plan (PDEP) to the IOEP upon completion of transfer of all spent nuclear fuel from wet to dry storage.

Notwithstanding the changes in the SONGS status, the Parties agree that the Local Jurisdictions should continue assuring interagency coordination for emergency planning, training, and exercises between SCE and local government agencies during the decommissioning process and in relation to spent fuel stored on site.
There are eight primary Interjurisdictional Planning Committee (IPC) members: Counties of Orange and San Diego; the Cities of Dana Point, San Juan Capistrano and San Clemente; Camp Pendleton; California State Parks; and SCE. IPC members recognize that the decommissioning and dismantling process triggers changes in requirements from the Nuclear Regulatory Commission for emergency planning and response required for SONGS. As discussed in Section V., Cooperative Actions, IPC members intend to remain actively engaged in radiological emergency planning if there is spent nuclear fuel or radiological materials on-site at SONGS.

II. AUTHORITIES AND REFERENCES

Local government jurisdictions adhere to the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guidance (CPG) 101 in the development of their emergency planning, training, and exercises.

The California Emergency Plan and Standardize Emergency Management System puts local government as the first level of response and meeting the disaster needs of people in its jurisdiction. People will look to the local government officials for assistance.

The National Incident Management System (NIMS) provides a common, nationwide approach to enable the whole community to work together to manage all threats and hazards. Communities experience a diverse set of threats, hazards, and events. The size, frequency, complexity, and scope of these incidents vary, but all involve a range of personnel and organizations to coordinate efforts to save lives, stabilize the incident, and protect property and the environment. Every day, jurisdictions and organizations work together to share resources, integrate tactics, and act collaboratively. Whether these organizations are nearby or are supporting each other from across the country, their success depends on a common, interoperable approach to sharing resources, coordinating, and managing incidents, and communicating information. The National Incident Management System defines this comprehensive approach.

III. PARTIES

This MOU has been developed in collaboration with SCE, the counties of Orange and San Diego and the cities of Dana Point, San Clemente and San Juan Capistrano (hereinafter, the “Parties”). The counties of Orange and San Diego and the cities of San Clemente, San Juan Capistrano and Dana Point are referred to in this MOU as the “Local Jurisdictions”.

A. County of Orange and County of San Diego

Each County is authorized to provide for the planning, organization, coordination, and direction of disaster response services before, during, and after a disaster. Such authority is granted by the California Emergency
Services Act, State of California Emergency Plan, State of California Master Mutual Aid Plan, county emergency ordinances, county emergency plans, and other cooperative agreements. The purpose of effective emergency planning is to provide for the immediate protection of community members, property, and the environment within Orange County and San Diego County and provide for the repair and restoration of essential services and systems.

Officials from Orange and San Diego Counties agree that the long-term solution for spent nuclear fuel storage will be to remove all spent nuclear fuel from SONGS to a licensed offsite facility. The Board of Supervisors of the County of San Diego and the Board of Supervisors of the County of Orange reserve any rights that they may have to take action to support and facilitate the expedited removal of the spent nuclear fuel from SONGS. Furthermore, both Counties will continue to actively work with SCE to obtain priority removal of spent nuclear fuel from the SONGS site to an offsite interim storage or permanent disposal facility.

B. City of Dana Point, City of San Clemente, and City of San Juan Capistrano

These cities are within the original emergency planning zone of SONGS. The cities recognize the need to develop a common operational system that will provide a coordinated and effective multi-jurisdictional emergency response should an emergency occur at SONGS. City jurisdictions are responsible for providing continuity of effective leadership and authority, direction of emergency operations, and management of recovery within the jurisdictions.

Officials from the cities of San Clemente, Dana Point and San Juan Capistrano agree that the long-term solution for spent nuclear fuel storage will be to remove all spent nuclear fuel from SONGS to an offsite facility.

C. Southern California Edison

SCE has the primary responsibility for the management of all onsite activities, emergency response, and coordination with offsite jurisdictions as defined by the SONGS Emergency Plan. SCE will continue to support offsite radiological emergency preparedness by funding radiological emergency planning for the Local Jurisdictions outlined in this MOU.
IV. ASSOCIATE MEMBERS

Capistrano Unified School District (CUSD) will continue to act as a supporting agency to the signatory local governments and will serve as an associate member of the IPC. The CUSD is responsible for the protection and safety of all school children in their district.

Orange County Fire Authority (OCFA) and Oceanside Fire Department will continue to act as supporting agencies to the signatory local governments and will serve as associate members of the IPC. These agencies are responsible for supporting the Off-site Dose Assessment Team with radiological monitoring teams.

The Orange County Health Care Agency will continue to provide support to the Offsite Dose Assessment Center and to the Orange County Emergency Operations Center. Additionally, the Orange County Health Care Agency will play an integral role with decontamination centers, if needed.

San Diego County Department of Environmental Health will continue to act as supporting agency to the signatory local governments. The Department of Environmental Health is responsible for supporting the Offsite Dose Assessment Team. In addition, it provides a cadre of trained radiation monitors and detection equipment to support the response to a radiation incident at SONGS. A third responsibility of the Department of Environmental Health would be to staff decontamination centers, if needed.

Hazardous Incident Response Team (HIRT) is the San Diego region’s hazardous materials team. All team members are trained radiological monitors and they would supplement the radiological monitoring teams provided by Oceanside Fire Department and the Department of Environmental Health.

SCE understands and agrees that the counties of Orange and San Diego may provide a portion of the money allocated under this MOU to one or all of the Associate Members referenced above, for services and/or programming the Associate Member may provide in support of cooperative emergency planning and response actions described in Section V.

V. COOPERATIVE ACTIONS

The Local Jurisdictions recognize the efforts of SCE to manage the safe decommissioning of SONGS and the Local Jurisdictions agree that the funding provided for in Section VI of this MOU will be used for the following ongoing cooperative emergency planning and response actions described in the Local Jurisdictions emergency plans and/or annexes:

A. IPC Local Government Members Operational Commitment

The Local Jurisdictions will communicate and coordinate any joint emergency planning activities through the IPC based on spent nuclear fuel in dry cask storage.
The Counties of Orange and San Diego will use the funding provided in this MOU to maintain the capabilities of their field emergency response, Emergency Operations Centers, Joint Information Systems, and accepting the responsibility for offsite emergency communications.

Local Jurisdictions will continue to support radiological emergency planning and response in a variety of ways. Local Jurisdictions and SCE recognize their obligation to the community to maintain radiological emergency preparedness and response capability throughout the decommissioning process. Public education and public information sharing will be ongoing for years. Local Jurisdictions will continue to attend public meetings and speak on behalf of their agencies and the IPC. Radiological emergency preparedness activities during decommissioning may include, but shall not be limited to the following:

**Planning**
- Updating the SONGS emergency plan every two years and managing radiological related activities throughout the year
- Activating IPC jurisdictions’ Emergency Operations Centers in a manner consistent with each government jurisdictions emergency plans
- Reviewing and adopting integrated emergency plan and policy revisions through the IPC
- Participate in transportation planning for permanent relocation of spent fuel
- Continued planning for other hazards which pose a potential impact to SONGS
- Supporting the IPC
  - Continued development and maintenance of joint policies and procedures
- Assisting with the annual update of the SONGS Law Enforcement Response Plan
- Reviewing the SONGS Law Enforcement Quick Reference Guide on an annual basis and revise as needed

**Training**
- Providing on-going training for Emergency Operations Center personnel related to a radiological response at SONGS
- Training and maintaining the response capabilities of the Radiological Monitoring Teams and first responders with responsibilities to respond near the SONGS site
- Training and maintaining the response capabilities of the IPC SONGS Command Center Liaison. Response to the SONGS Command Center requires authorization of the ISFSI Emergency Director or designee.
• Maintaining dedicated and trained city and county emergency response personnel (emergency management, fire, law, public health)

• Attend training and maintain equipment related to security and local law enforcement response to a hostile action at SONGS

Drills

• Participation by Orange County, San Diego County, Camp Pendleton, and the California Office of Emergency Services (Cal OES) 24/7 warning point in SONGS drills and exercises

• Plan, coordinate, and participate in twice per year Offsite Dose Assessment Center (ODAC) and Radiation Monitoring (Radmon) Teams drills

• Emergency preparedness exercises and communications drills
  o Testing of Notification Procedures
  o Test the Decision Makers Conference Call Guide and Procedures
  o Exercising the joint information system which would be needed in any type of emergency involving SONGS, regardless of whether there is a radiological release. Scenario-based exercises for both design-basis and beyond-design basis accidents

Communications

• Maintaining Emergency Operations Center communication capability

• Maintaining redundant communication capability to notify public safety agencies as described in jurisdictions’ SONGS-specific Emergency Operations Plan of an EOC activation and their requirement to respond

• Maintaining and using local government agencies’ alert and notification methods to ensure ongoing capabilities of notifying community members and emergency responders of an active emergency at SONGS

• Alert and Warning
  o Emergency Notification process will require the provision of a 24/7 warning point with trained operators through the Orange County Sheriff’s Department Control One
    ▪ Control One will notify the representatives from Marine Corps Base Camp Pendleton and Capistrano Unified School District during a Notification of Unusual Event or an Alert
    ▪ Upon receipt of email notification from SONGS of an event, Orange County Sheriff’s Department Control One will notify IPC jurisdictions via telephone
A 24/7 warning capability will be maintained by the San Diego County Office of Emergency Services staff duty officer program.

- Maintaining the capability through training to provide emergency information and public information to community members, including the use of the Emergency Alert System and the AlertOC and AlertSanDiego programs

**Equipment**
- Calibrating and maintaining radiological monitoring equipment owned and maintained by local government agencies
- Maintaining all additional radiological response equipment stored at a secure facility
- Purchasing supplies to support emergency operations and public information
- Maintaining SONGS incident management systems such as WebEOC
- Maintaining the AlertOC and AlertSanDiego Mass Notification Systems

**Public Education**
- Ongoing public education and community liaison
  - Town hall meetings, community interaction, public information management, Decision Makers Symposium
  - Ongoing support of the SONGS-related activities of Capistrano Unified School District by the County of Orange
  - Communication tailored for individuals with disabilities and access and functional needs
  - Assist in the development of educational content for SONGS public education materials
- Support to the SONGS Community Engagement Panel
- Maintaining communication with local elected officials regarding the decommissioning status of SONGS
- Engaging the community and providing public education during the decontamination and dismantling of the plant site by:
  - Providing information during public education fairs and community events
  - Updating social media and jurisdiction websites
  - Representing public safety on the Community Engagement Panel
  - Providing a whole community, balanced, and science-based risk perspective on the transportation of nuclear waste materials as decontamination and dismantling of the plant site continues
Facility
- Maintain the Orange County and San Diego County Emergency Operations Center in a 24/7 state of readiness
- Maintain the Cities of San Clemente, Dana Point, and San Juan Capistrano Emergency Operations Centers in a 24/7 state of readiness.

Response
- During a response to an emergency at SONGS, Orange County and San Diego County will notify and coordinate with their respective first responders
  - Coordination and notification for a Notification of an Unusual Event (NOUE) and Alert will include:
    - Initial notification made by Control One to all offsite emergency response organizations including but not limited to the Cities of San Clemente, San Juan Capistrano and Dana Point, County of San Diego, Orange County Fire Authority, Marine Corps Base Camp Pendleton, Capistrano Unified School District, Oceanside Fire Department, and State Parks. The Counties of Orange and San Diego will notify government responders and stakeholders such as Board of Supervisors, Health Care Agency, Public Works, County Executive Office, Department of Education, Orange County Transportation Authority, Social Services Agency, County Counsel as appropriate.

B. SCE Operational Commitment

Remain an active primary member of the Interjurisdictional Planning Committee.

SCE shall keep Local Jurisdictions apprised of progress made in identifying off-site storage locations and transitioning materials to such locations, to allow Local Jurisdictions adequate time to adjust emergency planning and response activities.

SCE will only store the nuclear waste generated by Units 1, 2, and 3 on the Independent Spent Fuel Storage Installation permitted at SONGS. SCE will not accept or store nuclear waste from other facilities.
VI. **FINANCIAL SUPPORT FOR RADIOLOGICAL EMERGENCY PREPAREDNESS AND RESPONSE ACTIVITIES**

A. **Annual Planning Budget**

The Local Jurisdictions to this MOU will prepare annual budgets identifying specific baseline activities related to radiological emergency planning. Annual budgets will be reviewed at the IPC meeting.

This MOU allows for the billing of additional costs associated with activations of IPC jurisdictions’ Emergency Operations Centers during emergency events declared by SONGS.

B. **Invoicing & Payments**

Each Local Jurisdiction operates on a July-June fiscal year. Annual fiscal close, including reconciliation of all accounts, is typically completed by each jurisdiction by mid-August.

At the beginning of each fiscal year, and after the previous year’s expenditures have been reconciled, each Local Jurisdiction will submit an invoice to SCE for the amount due that fiscal year. Any unexpended balances from the previous year shall be documented as a credit to SCE on the invoice and supported in the Local Jurisdictions annual report to SCE (section VI. D, infra.).

SCE will issue funds directly to Local Jurisdictions in the form of one payment within 30 days of receiving the invoice, including the credit for unexpended balances, from the Local Jurisdiction.

Any credits due because of an SCE audit (authorized by section VI. D, infra.) of a local government’s books and records shall be credited to SCE and deducted from the next payment due.

C. **Funding**

SCE recognizes the need for continued onsite radiological emergency preparedness planning during the decommissioning of SONGS. SCE agrees to provide funding directly to the Local Jurisdictions that are signatories to this MOU for the Local Jurisdictions to continue to plan and prepare for radiological emergencies or a threat which requires a response from public safety agencies. SCE is committed to providing funding for these activities, as it has in the past, as more specifically stated herein.

If emergency planning payments are established by other requirements, the amounts to be paid under this MOU shall be reduced by any amounts required to be paid and shall not duplicate any such required payments.
SCE agrees to fund the Local Jurisdictions that are signatories to this MOU as follows:

2020/21 Baseline Budget
- Orange County: $960,171
- San Diego County: $366,509
- City of San Clemente: $217,924
- City of Dana Point: $217,924
- City of San Juan Capistrano: $217,924

<table>
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<tr>
<th>Funding Levels</th>
<th>Fiscal Year/Duration</th>
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<tr>
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<tr>
<td>25%</td>
<td>Phase 4(2): July 1, 2029 thru June 30, 2049(3)</td>
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</tbody>
</table>

Notes:
(1) Phase 1 Baseline Budget includes California Consumer Price Index (CCPI) of 3.4%.
(2) Funding in phases 2, 3, and 4 is reduced from the Phase 1 baseline budget.
(3) 2049 is the date in the Decommissioning Cost Estimate (DCE) for which all spent fuel is removed from the site. Funding will continue until all spent fuel is removed from the site.

D. Recordkeeping, Audit and Reporting

The signatory Local Jurisdictions agree to maintain books and records documenting costs in an auditable form, and to make such books and records available for audit or review by SCE, upon request but not more than once each fiscal year.

Within sixty (60) days after the end of each fiscal year, the signatory Local Jurisdictions agree that they will provide an annual report to SCE documenting the actual costs incurred during the prior fiscal year. Such annual reports shall be similar in form and substance, as reviewed by the IPC at the outset of each fiscal year and agreed to by SCE under Section V.A.

The signatory Local Jurisdictions will provide annual reports in accordance with guidance established by SCE.
Requests for extensions for the annual report must be submitted in writing, to SCE prior to the due date. The request must include a justification for the late submittal and statement that the report will be submitted within four weeks of the due date.

E. Restrictions on the Use of the Funds from SCE

The funds that the Local Jurisdiction signatories to this MOU receive from SCE shall be used for the purpose of radiological emergency preparedness (REP) planning relating to SONGS. Expenses may include: a) Direct Costs, such as staffing, operating expenses, or equipment maintenance; b) Indirect Costs, or costs that cannot be uniquely associated with REP activities but which are nonetheless incurred by the jurisdiction due to these activities should be within reason and appropriate as indirect costs and c) Allocable prorated REP equipment costs.

F. Stand-by or Declared Emergency Budget

An issue may arise at SONGS which requires Parties to mobilize services or resources for stand-by or emergency activation. Such costs will be reimbursed separately by SCE to the Party incurring the cost.

Any amounts required to be paid to a Party(ies) under this provision shall be separate and apart from the Baseline Budget amounts defined herein and shall not be drawn against or reduced in any way the Baseline Budget amounts, adjusted by CPI, that SCE will pay such Party(ies).

VII. TERM AND TERMINATION

This amended MOU is effective as of the date signed by the Clerk of each public jurisdiction. This agreement shall remain in effect until all spent fuel has been removed from SONGS.

Upon the request of any Party, but not more than once in any twelve (12) months period, the Parties agree to review the terms of this MOU and consider requests for amendments; provided however that there shall be no right to request changes to funding as agreed to in Section VI.C except for as provided in Section VI.F.

VIII. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the activities performed by any entity, its employees, agents or sub-contractors shall be under the purview of their respective entity and that nothing in this MOU shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.
The reimbursement from SCE to Parties for related expenditures should not be construed as allowing any Party to influence or direct the independent decision-making and direction of individual Parties. Each Party maintains responsibility for its own actions or inaction.

IX. **CONFIDENTIALITY**

No Party will use, copy, adapt, alter, part with possession of or otherwise disclose any information or record of another Party which is disclosed or otherwise comes into its possession under or in relation to this MOU and which is of a confidential nature or has been identified as confidential by a Party. The Parties specifically agree to keep records confidential in accordance with applicable Federal and California State laws (California Government Code Section 6250 et seq.) upon request as contemplated by California Government Code section 6254.4 of the California Public Records Act. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained, or which the recipient obtains from some other source with good legal title to it or which is in or comes into the public domain other than through the default or negligence of the recipient or which is independently developed by or for the recipient.

X. **MISCELLANEOUS**

A. The failure of any Party to enforce its rights under this MOU at any time for any period shall not be construed as a waiver of such rights.

B. If any part, term, or provision of this MOU is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this MOU shall be affected.

C. No Party shall assign or transfer all or any part of its rights under this MOU without the express written consent of the other Party(ies). Notwithstanding the prior sentence, SCE may assign this MOU, without prior consent, to any entity that may be created or designated by SCE to act as Decommissioning Agent to oversee the Decommissioning of SONGS, provided such entity agrees to perform the obligations assumed by SCE herein.

D. This MOU constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior representations, writings, negotiations, or understandings regarding this matter.

E. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
F. This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, (or the County of San Diego if the dispute arises with San Diego), and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

G. This MOU may be executed in counterparts, and upon execution by all Parties, each executed counterpart has the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart identical in form hereto but having attached to it one or more signature pages.

XI. CONTACTS

Each party has designated a primary contact for purposes of administering/monitoring this MOU as follows:

For SCE:
    Kelli A. Gallion-Sholler
    Emergency Planning Manager
    Southern California Edison Company
    5000 Pacific Coast Highway
    San Clemente, CA 92672
    (949) 533-4246

For Orange County:
    Donna Boston
    Director of Emergency Management
    2644 Santiago Canyon Road
    Silverado, CA 92676
    (714) 628-7054

For San Diego County:
    Jeff Toney
    Director of Emergency Services
    5580 Overland Ave. Suite 100
    San Diego, CA 92123
    (858) 565-3490
For the City of San Juan Capistrano:
  Lynn Mata
  Emergency Services Manager
  32400 Paseo Adelanto
  San Juan Capistrano, CA 92675
  (949) 443-6304

For the City of San Clemente:
  Stephen Foster
  Emergency Planning Coordinator
  910 Calle Negocio Suite 100
  San Clemente, CA 92673
  (949) 361-6109

For the City of Dana Point:
  Robert Sedita
  Director General Services
  33282 Golden Lantern
  Dana Point, CA 92629
  (949) 248-3535

Each party shall advise all other parties in writing when there is a change to their primary contact under this MOU. The MOU need not be amended to reflect changes in contact information. However, if during the pendency of the MOU it is amended for other reasons, the contacts information shall be updated at that time.

Signature pages follow.
County of Orange

By: ____________________________
   (Signature)

Name: __________________________

Title: __________________________

Date: __________________________

Contact information

Telephone: _______________________

E-mail: __________________________

City/County Clerk __________________

Date: __________________________

Southern California Edison

By: ____________________________
   (Signature)

Name: Douglas R. Bauder

Title: Vice President Decommissioning &
       Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com
County of San Diego
By: ____________________________
   (Signature)
Name: __________________________
Title: __________________________
Date: __________________________

Contact information
Telephone: ______________________
E-mail: _________________________

City/County Clerk __________________
Date: __________________________

Southern California Edison
By: ____________________________
   (Signature)
Name: Douglas R. Bauder
Title: Vice President Decommissioning &
       Chief Nuclear Officer
Date: Friday, May 22, 2020

Contact information
Telephone: 949-368-9275
E-mail: doug.bauder@sce.com
City of San Clemente

By: ____________________
   (Signature)

Name: ____________________

Title: ____________________

Date: ____________________

Contact information

Telephone: ____________________

E-mail: ____________________

City/County Clerk

Date: ____________________

Southern California Edison

By: ____________________
   (Signature)

Name: Douglas R. Bauder

Title: Vice President Decommissioning &
   Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com
City of San Juan Capistrano

By: _____________________________
   (Signature)

Name: _____________________________

Title: _____________________________

Date: _____________________________

Contact information

Telephone: _________________________

E-mail: ____________________________

City/County Clerk _________________________________

Date: _____________________________

Southern California Edison

By: _____________________________
   (Signature)

Name: Douglas R. Bauder

Title: Vice President Decommissioning &
Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com
City of Dana Point

By: ____________________________
(Signature)

Name: __________________________

Title: __________________________

Date: __________________________

Contact information

Telephone: _______________________

E-mail: _________________________

City/County Clerk __________________

Date: __________________________

Southern California Edison

By: ____________________________
(Signature)

Name: Douglas R. Bauder

Vice President Decommissioning &

Title: Chief Nuclear Officer

Date: Friday, May 22, 2020

Contact information

Telephone: 949-368-9275

E-mail: doug.bauder@sce.com
SUBORDINATE AGREEMENT AND TRANSFER AGREEMENT

IN SUPPORT OF RADIOLOGICAL EMERGENCY PLANNING AND RESPONSE ACTIVITIES

FOR SAN ONOFRE NUCLEAR GENERATING STATION

THIS AGREEMENT is entered into this _____ day of __________________ 20__, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and ________________________________, a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as “PARTNER AGENCY.”

WHEREAS, County and Partner Agency recognize that radiological emergency planning and response activities continue to be necessary as the San Onofre Nuclear Generating Station (SONGS) moves through the decommissioning, decontamination and dismantling process;

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, has executed a Memorandum of Understanding for Support of Radiological Emergency Planning and Response, hereinafter referred to as “the MOU” (Attachment A) and incorporated herein by reference, with Southern California Edison (SCE) to address radiological emergency planning and response activities, and associated funding;

WHEREAS, the MOU documents the mutual agreement of all signatory parties to continue collaborative and cooperative management of the emergency preparedness, planning, response and recovery activities related to SONGS; and

WHEREAS, all parties wish to maintain the Interjurisdictional Planning Committee (IPC) structure as defined in the California Health and Safety Code 114650, the IPC Agreement (date xxx) and the Board of Supervisors Resolution dated xxxx.

WHEREAS, all parties wish to maintain the fiscal program structures as close to those as were previously administered through California Office of Emergency Services under the
Nuclear Power Preparedness Program (NPP), and will use this Subordinate Agreement to define and adopt future fiscal program structures.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. COUNTY shall maintain and administer the MOU between SCE and County. In negotiating terms and conditions, COUNTY will demonstrate best efforts to ensure the interests of Parties to the Subordinate Agreements.

2. COUNTY will provide each PARTNER AGENCY a projected budget allocation on an annual basis to be expended to achieve the intent of the MOU between SCE and the County.

3. PARTNER AGENCY will prepare and submit to the COUNTY a budget, not to exceed the amount described above, on an annual basis detailing the personnel, training, supplies, and equipment costs anticipated to be incurred under this Subordinate Agreement.

4. PARTNER AGENCY will submit to the COUNTY an invoice with supporting documentation on at least an annual basis for expenditures covered by this Agreement;

5. If the budgeted amount is exceeded by the PARTNER AGENCY, the COUNTY will determine if there are any remaining funds from the SCE allocation which can be re-budgeted to pay the excess amount, although no guarantee of such payment is made under this Agreement.

6. COUNTY shall transfer SCE funds to PARTNER AGENCY upon receipt and approval of invoice and supporting documentation.

7. PARTNER AGENCY shall assume all continuation costs of equipment, technologies and/or services to include but not limited to upgrades, licenses and renewals of said equipment, technologies and/or services.

8. If equipment acquired with SCE funds becomes obsolete or unusable, PARTNER AGENCY shall notify COUNTY of such condition. PARTNER AGENCY shall transfer or dispose of SCE-funded equipment in accordance with its policies and procedures.
9. PARTNER AGENCY agrees to indemnify, defend and save harmless COUNTY and their elected and appointed officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with PARTNER AGENCY’s use of equipment, technology or services purchased with SCE funds and PARTNER AGENCY’s performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by PARTNER AGENCY in PARTNER AGENCY’s use of SCE-funded equipment, technology or services.

10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

11. PARTNER AGENCY may not assign this Agreement in whole or in part without the express written consent of COUNTY.

12. For a period of three years after final payment hereunder or until all claims related to this Agreement are finally settled, whichever is later, PARTNER AGENCY shall preserve and maintain all documents, papers and records relevant to the work performed or property or equipment acquired in accordance with this Agreement. For the same time period, PARTNER AGENCY shall make said documents, papers and records available to COUNTY and SCE or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of PARTNER AGENCY, upon request during usual working hours.

13. COUNTY may terminate this Agreement and be relieved of the payment of any consideration to PARTNER AGENCY if COUNTY loses funding under the SCE MOU.
14. PARTNER AGENCY and its agents and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered officers, agents or employees of COUNTY or SCE

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

DATED: ______________, 20__

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

By

______________________________

Donna Boston, Director Orange County Sheriff's Department

"COUNTY"

APPROVED AS TO FORM:

COUNTY COUNSEL

By ________________________________

Wendy Phillips, Deputy

DATED: 5/26/2020

PARTNER AGENCY

DATED: ______________

By: ________________________________
By: __________________________

ATTEST:

By________________________________

City Clerk

DATED: ________________, 20__
2020/21 Baseline Budget

Orange County: $960,171
San Diego County: $366,509
City of San Clemente: $217,924
City of Dana Point: $217,924
City of San Juan Capistrano: $217,924

Funding Levels

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<th>Percentage of Baseline Budget</th>
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<tr>
<td>100%</td>
<td>Phase 1 (1) 7/1/2020 – 6/30/2021</td>
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<td>75%</td>
<td>Phase 2 (2) 7/1/2021 – 6/30/2022</td>
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<td>66%</td>
<td>Phase 3 (2) 7/1/2022 – 6/30/2029</td>
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<td>25%</td>
<td>Phase 4 (2) 7/1/2029 – 6/30/2049 (3)</td>
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Notes:

(1) Phase 1 Baseline Budget includes California Consumer Price Index (CCPI) of 3.4%.

(2) Funding in phases 2, 3, and 4 is reduced from the Phase 1 baseline budget.

The fiscal cap for each successive fiscal year will be adjusted based on the CCPI as reported for the preceding California Consumer Price Index fiscal year average. In addition, previous year(s) accumulated CCPI amounts beginning in fiscal year 2021 will carry forward in year 1 of phases 2, 3, and 4.

(3) 2049 is the date in the Decommissioning Cost Estimate (DCE) for which all spent fuel is removed from the site. Funding will continue until all spent fuel is removed from the site.
May 29, 2020

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 2, 2020, Board Hearing.

Agency: OC Community Resources
Subject: COVID-19 CARES Act Support for Nutrition Gap Program for Seniors and Persons with Disabilities
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental item be placed on the June 2, 2020, Board agenda in order to allocate $5 million in CARES Act Funding to address food insecurity challenges caused by COVID-19 as identified by Board members for their districts for seniors, persons with disabilities and other demographics. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 

Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
   County Executive Office
   County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/2/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: Dylan Wright (714) 480-2788
                      Renee Ramirez (714) 480-6483


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<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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<td>CEO Signature</td>
<td>County Counsel Signature</td>
<td>3 Votes Board Majority</td>
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Budgeted: Yes  Current Year Cost: $714,286  Annual Cost: FY 2020-21 $4,285,714

Staffing Impact: N/A  # of Positions: N/A  Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: Federal: 100% (CARES Act)  County Audit in last 3 years No

Prior Board Action: 5/19/2020 #S68A

RECOMMENDED ACTION(S)

1. Allocate $5,000,000 in Coronavirus Aid, Relief, and Economic Security Act funding for meal gap programming for seniors, persons with disabilities and other individuals experiencing food insecurity as a result of the COVID-19 pandemic.

2. Authorize each member of the Board of Supervisors to develop individual meal gap programs in amounts not to exceed $1,000,000 in Coronavirus Aid, Relief, and Economic Security Act funding, or joint programs with other supervisory districts, as authorized under the Coronavirus Aid, Relief, and Economic Security Act, to address meal needs for seniors, persons with disabilities and other individuals in their districts who are experiencing food insecurity and who are not receiving meals under existing meal programs.

3. Direct the OC Community Resources Director or designee to enter into negotiations and enter into emergency contracts pursuant to Resolution No. 20-031 as necessary to implement the meal gap program.
programs designated by each individual supervisorial district in a manner consistent with Coronavirus Aid, Relief, and Economic Security Act funding.

SUMMARY:
Allocating $5,000,000 in federal Coronavirus Aid, Relief, and Economic Security Act funding will address food insecurity challenges caused by COVID-19 for Seniors (60+), persons with disabilities (no age requirement) and other demographics as identified by members of the Board of Supervisors for their districts and will provide much needed resources in response and recovery efforts related to COVID-19.

BACKGROUND INFORMATION:
Orange County received $554,000,000 in federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, a Coronavirus relief bill that must be expended by December 30, 2020. Among its authorized uses, CARES Act may fund food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.

Seniors, disabled residents and other at-risk individuals are discouraged from or fearful of leaving their homes and consequently suffer from food insecurity as a result of COVID-19. While there are currently programs to serve these populations, there are many who are not aware of or are not eligible for assistance. Establishing this meal program will protect the health and well-being of these vulnerable populations.

OC Community Resources will negotiate and execute contracts with selected providers for delivering meal services and program support in accordance with all local, state and federal social distancing guidelines and health orders, and in a manner compliant with CARES Act funding.

FINANCIAL IMPACT:
On May 19, 2020, the Board of Supervisors approved appropriation of $554,000,000 in Miscellaneous Budget Control 004 to be expended in accordance with CARES Act requirements and Department of Treasury Guidance. The $5,000,000 allocated for meal gap support for seniors and disabled individuals is budgeted within the Public Health Measures category. Appropriations for this Contract are included in Budget Control 004 FY 2019-20 Budget and will be included in the budgeting process for future years.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Resolution No. 20-031
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA AUTHORIZING
EMERGENCY CONTRACTING AUTHORITY

April 21, 2020

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named “COVID-19”) in Orange County (the “COVID-19 Emergency”); 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 California as a result of the threat of COVID-19; and

WHEREAS, the measures required to minimize the spread and mitigate the effects of COVID-19 will impair the County’s ability to conduct procurements of necessary commodities and services during the duration of the COVID-19 Emergency; and

WHEREAS, Government Code Section 25502.7 allows the Board of Supervisors, whenever it has proclaimed a local emergency pursuant to Government Code Section 8630, to direct its purchasing agent to engage independent contractors to perform services related to the local emergency for the county and officers thereof, with or without the furnishing of materials, within the amounts the Board of Supervisors may establish; and

WHEREAS, Government Code Section 25502.7 further allows the Board of Supervisors to establish rules and regulations to effectuate the purpose of the section, which must include provisions for informal bidding procedures to the extent that such procedures are feasible under emergency circumstances; and
WHEREAS, on March 26, 2020, the Board of Supervisors approved Resolution No. 20-023 to streamline the renewal and extension of County contracts during the duration of the COVID-19 Emergency; and

WHEREAS, the Board of Supervisors does hereby find that it is necessary to repeal and restate Resolution No. 20-023 to modify the procurement authority delegated in Resolution No. 20-023.

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Supervisors that:

1. Pursuant to Government Code Section 25502.7, the Board of Supervisors directs the County Procurement Officer (CPO), or his designee, to engage independent contractors to perform services related to the COVID-19 Emergency for the County or County officers, with or without the furnishing of material.

   a. To the extent that the CPO determines that an immediate, emergency need exists due to imminent threat to life, health, property, or essential public service for a services contract due to the COVID-19 Emergency, no further sole source justification is required for a contract or amendment entered into pursuant to Paragraph 1 of this Resolution.

   b. To the extent feasible under the emergency circumstances created by the COVID-19 Emergency, the CPO shall comply with the applicable purchasing procedures provided in Orange County Codified Ordinance § 1-4-12, et seq., and the County of Orange Contract Policy Manual (CPM), and with the applicable procurement policies of the CPO with respect to contracts entered into pursuant to Paragraph 1 of this Resolution.
c. To the extent feasible under the emergency circumstances created by the COVID-19 Emergency, the CPO shall submit reports to each office of the Board of Supervisors on at least a monthly basis identifying the contracts entered into or amended pursuant to Paragraph 1 of this Resolution.

d. The term of any contract entered into pursuant to this Resolution shall not exceed one year.

2. The CPO is authorized to enter into extensions of commodity contracts, as defined in Section 3.1 of the CPM, that will expire between the date of this Resolution and the expiration of the COVID-19 Emergency without approval by the Board of Supervisors if the following conditions are satisfied:

   a. The extended contract amount does not exceed the average annual value of the prior years of the contract;
   b. There are no material changes to the scope, terms and conditions of the contract, except for term; and
   c. It is determined to be in the best interest of the County.

3. The CPO is authorized to enter into extensions of service contracts, as defined in Section 3.3 of the CPM, and human service contracts, as defined in Section 3.4, that will expire between the date of this Resolution and the expiration of the COVID-19 Emergency without approval by the Board of Supervisors if the following conditions are satisfied:

   a. The extended contract amount does not exceed the average annual value of the prior years of the contract;
   b. There are no material changes to the scope, terms and conditions of the contract, except for term;
c. The total annual value of the extended contract does not exceed $200,000; and
d. It is determined to be in the best interest of the County.

4. The CPO is authorized to enter into renewals of service contracts, as defined in Section 3.3 of the CPM, that will expire between the date of this Resolution and the expiration of the COVID-19 Emergency without further approval by the Board of Supervisors subject to the following requirements:

a. The CPO may enter into renewals of service contracts of up to one year of the contract under the same scope, terms and conditions and the same or lower pricing set forth in the contract for the renewed term as originally approved by the Board of Supervisors.

b. If the contract did not specify the terms and conditions and pricing that apply to the renewed term, then the contract may be extended pursuant to Paragraph 3 of this Resolution if its annual average value does not exceed $200,000.

5. The CPO and procurement/contract administrator staff are authorized to enter into renewals of human services contracts, as defined in Section 3.4 of the CPM, that will expire between the date of this Resolution and the expiration of the COVID-19 Emergency without further approval by the Board of Supervisors subject to the following requirements:

a. The CPO and procurement/contract administrator staff may enter into renewals of human services contracts of the contract under the same scope, terms and conditions and the same or lower pricing set forth in the contract for the renewed term as originally approved by the Board of Supervisors.
b. If the contract did not specify the terms and conditions and pricing that apply to the renewed term, then the contract may be extended pursuant to Paragraph 3 of this Resolution if its annual average value does not exceed $200,000.

6. Consent Calendar:
   a. Initial service contracts and human services contracts, and extensions and renewals of service contracts and human services contracts, which cannot be executed, extended or renewed pursuant to Paragraphs 1, 3, 4 or 5 of this Resolution, may be placed on the consent calendar for approval by the Board of Supervisors regardless of the dollar value.
   b. Extensions of commodity contracts which cannot be extended pursuant to Paragraph 2 of this Resolution, may be placed on the consent calendar for approval by the Board of Supervisors regardless of the dollar value.

7. The term limit for contracts set forth under CPM §3.1-103, §3.1-104(1), §3.3-105, §3.3-106(1) and §3.4-110 and the total contract value limit set forth in CPM §3.3-102(1)b) shall not apply to contract extensions or renewals entered into pursuant to Paragraphs 1 through 6 of this Resolution.

8. Section 3.2-111(1)(f) of the CPM, which provides, “If the requested Capital Asset is unbudgeted, the item will be filed for approval by the Board of Supervisors when the item exceeds $25,000,” is suspended from operation until the expiration of the COVID-19 Emergency.

9. Section 4.3-111(1) of the CPM, which requires proposer interviews when the total contract value is anticipated to exceed $1,000,000, is suspended
from operation until the expiration of the COVID-19 Emergency. An evaluation committee may elect to conduct proposer interviews for such procurements if they determine it is in the best interest of the County, so long as the interviews are conducted in compliance with social distancing requirements and/or via conference call or video conferencing.

10. The maximum length of an extension or renewal of a contract entered into pursuant to the authority granted by this Resolution is one year.

11. Sole Source Services Contracts and Human Services Contracts:
   a. Sections 3.3-102(1)c), 3.4-108(2), 4.5-107, and 4.5-108 of the CPM, which require approval by the Board of Supervisors for sole source contracts that exceed a total annual amount of $75,000 or a two (2) year consecutive term, regardless of dollar amount, are suspended from operation until the expiration of the COVID-19 Emergency.
   b. Sole source service contracts or human services contracts, or an extension or renewal of such contracts, whose annual value exceeds $200,000 and maximum length is one year, may be placed on the consent calendar for approval by the Board of Supervisors.

12. The CPO is directed to establish policies and procedures to be followed by County departments for the implementation of this Resolution.

13. The authority granted in this Resolution shall expire upon the expiration of the COVID-19 Emergency.

14. Resolution No. 20-023 is hereby repealed.
The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 21, 2020, to wit:

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<tr>
<th>AYES: Supervisors:</th>
<th>ANDREW DO, DONALD P. WAGNER, LISA A. BARTLETT MICHELLE STEEL DOUG CHAFFEE</th>
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STATE OF CALIFORNIA

COUNTY OF ORANGE

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors.

IN WITNESS WHEREOF, I have hereto set my hand and seal.

Resolution No: 20-031
Agenda Date: SPECIAL MEETING, 04/21/2020
Item No: 5

Robin Stieler, Clerk of the Board of Supervisors

By: ________________________________________________

Deputy
May 29, 2020

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 2, 2020, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Resolutions for James A. Musick Facility Construction
Districts: 3, 5

Reason for supplemental: This item needs to be heard as soon as possible to provide the Department of Finance the Resolutions it requires confirming the funding sources for County contributions for the AB900 and SB1022 projects. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Michelle Steel, Chairwoman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/2/20
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3,5
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW:

DEPARTMENT CONTACT PERSON(S):
Robert Beaver (714) 647-1815
Matt Monzon (714) 704-7919

SUBJECT: Approve Resolutions for James A. Musick Facility Construction

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: N/A
Current Year Cost: N/A
Annual Cost: N/A

Staffing Impact: No
# of Positions: N/A

Current Fiscal Year Revenue: N/A
Funding Source: See Financial Impact Section

Sole Source: No
County Audit in last 3 years No

Prior Board Action: 5/5/2020 #23.

RECOMMENDED ACTION(S)

1. Approve resolution confirming funding source(s) and providing assurances to the State of California, State Public Works Board allowing them to proceed with construction financing for the James A. Musick Facility Jail Project, Phase 1 (Assembly Bill 900).
2. Approve resolution confirming funding source(s) and providing assurances to the State of California, State Public Works Board allowing them to proceed with construction financing for the James A. Musick Facility Jail Project, Phase 2 (Senate Bill 1022).

SUMMARY:

Approval of the proposed resolutions will enable the Sheriff-Coroner Department to provide the State of California, State Public Works Board the confirmation it requires to release funding to finance construction of the 896-bed jail expansion at the James A. Musick Facility to enhance safety and confinement conditions
for inmates and staff, while also enhancing programming, treatment and rehabilitation in support of the County of Orange inmate population.

BACKGROUND INFORMATION:

On May 3, 2007, the Public Safety and Offender Rehabilitation Services Act of 2007 became law (Assembly Bill [AB] 900, Chapter 7, Statutes of 2007) and provided up to $1.2 billion total, in two phases, for financing the construction of local jail facilities.

When funding for AB 900 Phase II became available in October 2011, the County submitted an Interest Statement to the Corrections Standards Authority (CSA), now the Board of State and Community Corrections (BSCC), indicating interest in receiving $100 million in jail construction funding through AB 900 Phase II. On October 26, 2011, the CSA invited the County to submit its Request for Application (RFA) for funding. The RFA was intended to solicit applications to establish an ordered list of projects and to allocate financing for the addition of beds in county jail facilities. On December 6, 2011, the Board of Supervisors (Board) authorized the Sheriff-Coroner Department (Sheriff) to execute the RFA and submit it for funding. At the time, the Board adopted Resolution No. 11-185, which contained assurances that the County would appropriate the amount of County contribution identified by the County on the financing program application. At the time, no County funding sources for the contributions were identified. Sheriff submitted the RFA and received a conditional award in the amount of $100 million on March 8, 2012. On March 8, 2013, the State Public Works Board (SPWB) approved project establishment, the action to allocate funding for design and construction. The establishment of the project by the SPWB allowed the County to commit funding to design, construction and related services that will be reimbursed from the AB 900 $100 million award.

SB 1022 Funding

On June 27, 2012, Senate Bill (SB) 1022 (Chapter 42, Statutes of 2012) became law. SB 1022 authorizes state lease-revenue bond financing for the acquisition, design and construction of program and treatment space for adult local criminal justice facilities. The SB 1022 program focuses on adding programming and treatment services and less emphasis is placed on additional bed space. On July 23, 2013, the BSCC issued a Request for Proposals (RFP) to establish conditional awardees and allocate financing as authorized by SB 1022 for the construction of program and treatment space for adult local criminal justice facilities.

On October 8, 2013, the Board approved submission of the County RFP application for SB 1022 funding. At the time, the Board adopted Resolution No. 13-104, which contained assurances that the County would appropriate the amount of County contribution identified by the County on the financing program application. At the time, no County funding sources for the contributions were identified. On March 18, 2014, the County received a conditional award for $80 million for the construction of treatment, rehabilitation, housing and ancillary spaces at the JAMF, and on January 9, 2015, the SPWB approved project establishment, which was the action to allocate funding for design and construction. The establishment of the project by the SPWB allows the County to commit funding to design, construction and related services that will be reimbursed from the SB 1022 $80 million award.

Construction Agreement

The AB 900 and the SB 1022 projects are funded separately and were originally scheduled to be bid and constructed as individual projects. Due to schedule compaction between the two project phases, the two project phases were bid as a single project (Project) for the benefit of cost reduction and project management efficiencies. This approach was approved by the California Department of Corrections and Rehabilitation, although costs must be tracked and reported by project phase based on the two separate funding sources.
On May 5, 2020, the Board awarded the construction agreement to Bernards Bros., Inc. for the Project in the amount of $261,118,000 and approved a five percent contingency in the amount of $13,055,900.

Subsequent to the May 5, 2020 action that was approved by the Board, the State of California, SPWB, advised Sheriff that, in order to proceed with construction financing, it requires Board Resolutions confirming the funding sources for County contributions for each of the AB 900 and SB 1022 projects. Although past Board Resolutions 11-185 and 13-104 contained assurances that the County would appropriate the amount of County contribution identified by the County for the Project, the SPWB now seeks specific assurances from the Board that confirm funding sources for the County Hard Match (costs in excess of the total $180,000,000 state awards) required by SPWB. SPWB also seeks Board representations that the funding sources are lawfully available and will be appropriated by the County.

**Compliance with CEQA:** The recommended actions are necessarily included implementing activities for the Project considered in Final Environmental Impact Report (EIR) No. 564, certified by the Board on November 5, 1996, and recertified as amended on October 20, 1998; and the Supplement to EIR No. 564, certified by the Board on December 11, 2012, all of which analyzed the staffing and operational needs for a 7,584 bed expansion at the JAMF.

**FINANCIAL IMPACT:**

There is no additional cost associated with the approval of the proposed resolutions over and above the amounts already approved by the Board of Supervisors on May 5, 2020.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Draft Resolution for Assembly Bill 900 Funding  
Attachment B - Draft Resolution for Senate Bill 1022 Funding  
Attachment C - AB 900, Chapter 7, Statutes of 2007; Cal. Gov. Code § 15819.40  
Attachment D - SB 1022, Chapter 42, Statutes of 2012
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

June 2, 2020

WHEREAS, on May 3, 2007, the Public Safety and Offender Rehabilitation Services Act of 2007 became law (Assembly Bill [AB] 900, Chapter 7, Statutes of 2007) (“AB 900”) and provided up to $1.2 billion total, in two phases, for financing the construction of local jail facilities; and

WHEREAS, when funding for AB 900 Phase II became available in October 2011, the County submitted an Interest Statement to the Corrections Standards Authority, now the Board of State and Community Corrections, indicating interest in receiving $100 million in jail construction funding through AB 900 Phase II; and

WHEREAS, on October 26, 2011, the CSA invited the County to submit its Request for Application for funding; and

WHEREAS, on December 6, 2011, the Board of Supervisors authorized the Sheriff-Coroner Department (“Sheriff”) to execute the Request for Application and submit it for funding for expansion of the James A. Musick Facility (“JAMF”); and

WHEREAS, Sheriff submitted the Request for Application and on March 8, 2012 received a conditional award in the amount of $100 million for the expansion of the JAMF (“AB 900 Phase II Project”); and

WHEREAS, on March 8, 2013, the State Public Works Board (“SPWB”) approved project establishment, the action to allocate funding for design and construction; and

WHEREAS, project establishment allowed the County to commit funding to design, construction and related services that will be reimbursed from the AB 900 Phase II $100 million award; and

WHEREAS, the AB 900 Phase II Project and the later awarded SB 1022 project (collectively, “Project”) are funded separately, but due to schedule compaction it was determined
that the two project phases should be bid as a single project for the benefit of cost reduction and project management efficiencies, which approach was approved by the California Department of Corrections and Rehabilitation and SPWB; and

WHEREAS, on March 12, 2019, the Board adopted the list of prequalified general contractors and set the bid opening date and time for the Projects, pending approval from the State of California Department of Finance; and

WHEREAS, on March 18, 2020 two bids were received and the low bid was submitted by Bernards Bros, Inc. in the amount of $261,118,000; and

WHEREAS, on May 5, 2020, the Board awarded the contract for the Project to Bernards Bros., Inc. in the amount of $261,118,000, and approved a five percent construction contingency in the amount of $13,055,900; and

WHEREAS, in order to proceed with construction financing the SPWB requires a Board Resolution identifying the County funding source(s) for costs in excess of the $100 million award from the State for the AB 900 Phase II Project; and

WHEREAS, the total cost of the Project is $338,826,000. The total cost of the AB 900 Phase II Project is $217,785,918; and

WHEREAS, the award of the contract represents an increase to the total cost of the Project and, thus, increased the County’s share of the costs for the AB 900 Phase II Project (“Other Participating County Funding”) resulting in the County’s Hard Cash Match for the AB 900 Phase II Project of a total amount of $117,785,918; and

WHEREAS, in order to proceed with construction financing the SPWB requires a Board resolution assuring that the funding source(s) are lawfully available for purposes of funding the AB 900 Phase II Project and that the County of Orange covenants to appropriate funds for purposes of the AB 900 Phase II Project.
NOW, THEREFORE, BE IT RESOLVED that this Board:

1. Approves the Other Participating County Funding and the County Hard Match for the AB 900 Phase II Project.

2. Identifies the funding source for the County Hard Match of $117,785,918 for the AB 900 Phase II Project as the County of Orange General Fund (this includes the potential use of OCWR Enterprise Funds for short term cash flow timing needs).

3. Represents and warrants that the funding source(s) of the Other Participating County Funding and the County Hard Match are lawfully available for such purposes and that payment of the Other Participating County Funding and County Hard Match is legal and authorized and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County of any of its activities, properties, or funds.

4. The County covenants and agrees that the County has or will appropriate the Other Participating County Funding and the County hard match for the purposes of the AB 900 Phase II Project.
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 2, 2020

WHEREAS, on June 27, 2012, Senate Bill 1022 (“SB 1022”) (Chapter 42, Statutes of 2012) became law. SB 1022 authorized state lease-revenue bond financing by the State Public Works Board (“SPWB”) for the acquisition, design and construction of program and treatment space for adult local criminal justice facilities; and

WHEREAS, on July 23, 2013, the Board of State and Community Corrections issued a Request for Proposals (“RFP”) to establish conditional awardees and allocate financing as authorized by SB 1022 for the construction of program and treatment space for adult local criminal justice facilities; and

WHEREAS, on October 8, 2013, the Board approved submission of the County RFP application for SB 1022 funding for construction of treatment, rehabilitation, housing and ancillary spaces at the James A. Musick Facility (“JAMF”); and

WHEREAS, on March 18, 2014, the County received a conditional award for $80 million for the construction of treatment, rehabilitation, housing and ancillary spaces at the JAMF (“SB 1022 Project”); and

WHEREAS, on January 9, 2015, the SPWB approved project establishment, the action to allocate funding for design and construction; and

WHEREAS, project establishment allowed the County to commit funding to design, construction and related services that will be reimbursed from the SB 1022 $80 million award; and

WHEREAS, the AB 900 Phase II Project and the SB 1022 Project (collectively, “Project”) are funded separately, but due to schedule compaction it was determined that the two project phases should be bid as a single project for the benefit of cost reduction and project

Resolution No. YY-____, Item No. <Clerk to complete upon adoption>
Draft Resolution for Senate Bill 1022 Funding
management efficiencies, which approach was approved by the California Department of Corrections and Rehabilitation and SPWB;

WHEREAS, on March 12, 2019, the Board adopted the list of prequalified general contractors and set the bid opening date and time for the Projects, pending approval from the State of California Department of Finance;

WHEREAS, on March 18, 2020 two bids were received and the low bid was submitted by Bernards Bros, Inc. in the amount of $261,118,000;

WHEREAS, on May 5, 2020, the Board awarded the contract for the Project to Bernards Bros., Inc. in the amount of $261,118,000, and approved a five percent construction contingency in the amount of $13,055,900; and

WHEREAS, in order to proceed with construction financing the SPWB requires a Board Resolution identifying the County funding source(s) for costs in excess of the $80 million award from the State for the SB 1022 Project;

WHEREAS, the total cost of the Project is $338,826,000. The total cost of the SB 1022 Project is $121,040,000; and

WHEREAS, the award of the contract represents an increase to the total cost of the Project and, thus, increased the County’s share of the costs for the SB 1022 Project (“Other Participating County Funding”) resulting in the County’s Hard Cash Match for the SB 1022 Project of a total amount of $32,510,000; and

WHEREAS, in order to proceed with construction financing the SPWB requires a Board resolution assuring that the funding source(s) are lawfully available for purposes of funding the SB 1022 Project and that the County of Orange covenants to appropriate funds for purposes of the SB 1022 Project.

NOW, THEREFORE, BE IT RESOLVED that this Board:

1. Approves the Other Participating County Funding and the County Hard Cash Match for the SB 1022 Project.
2. Identifies the funding source for the County Hard Match of $32,510,000 for the SB 1022 Project as the County of Orange General Fund (this includes the potential use of OCWR Enterprise Funds for short term cash flow timing needs).

3. Represents and warrants that the funding source(s) for the Other Participating County Funding and the County Hard Match are lawfully available for such purposes and that payment of the Other Participating County Funding and County Hard Match is legal and authorized and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County of any of its activities, properties, or funds.

4. Covenants and agrees that the County has or will appropriate the Other Participating County Funding and the County Hard Match for the purposes of the SB 1022 Project.
Assembly Bill No. 900

CHAPTER 7

An act to add Chapter 3.2.1 (commencing with Section 15819.40), Chapter 3.2.2 (commencing with Section 15819.41), Chapter 3.11 (commencing with Section 15820.90), and Chapter 3.12 (commencing with Section 15820.91), to Part 10b of Division 3 of Title 2 of the Government Code, to amend Sections 7000, 7003, and 7003.5 of, to amend, repeal, and add Section 11191 of, to add Sections 2054.2, 2061, 2062, 2713.2, 3073, 6140, 6141, 7004.5, 7021, 10007, and 13602.1 to, to add Article 5 (commencing with Section 2694) to Chapter 4 of, and Article 2.5 (commencing with Section 3020) to Chapter 8 of, Title 1 of Part 3 of, to add Chapter 9 (commencing with Section 3105) to Title 1 of, and Chapter 9.8 (commencing with Section 6270) to Title 7 of, Part 3 of, and to repeal Section 7014 of, the Penal Code relating to prisons, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor May 3, 2007. Filed with Secretary of State May 3, 2007.]

LEGISLATIVE COUNSEL'S DIGEST


Existing law authorizes the financing and construction of state prison facilities using lease-purchase financing arrangements by means of the issuance of state revenue bonds, as specified.

This bill, the Public Safety and Offender Rehabilitation Services Act of 2007 would authorize the Department of Corrections and Rehabilitation to design, construct, or renovate prison housing units, prison support buildings, and programming space in order to add up to 7,484 beds, to acquire land, design, construct, and renovate reentry program facilities, and to construct and establish new buildings at facilities under the jurisdiction of the department to provide medical, dental, and mental health treatment or housing for 6,000, as specified. This bill would also authorize the State Public Works Board to issue revenue bonds, negotiable notes, or negotiable bond anticipation notes pursuant to this part to finance the design, construction, and the costs of interim financing of these projects and would appropriate those funds for that purpose.

In addition, this bill would authorize the department to design, construct, or renovate prison housing units, prison support buildings, and programming space in order to add 4,000 beds at existing prison facilities, to design, construct, and establish new buildings at facilities under the jurisdiction of the department to provide medical, dental, and mental health treatment or housing for 2,000 inmates and to construct, establish, and operate reentry program facilities throughout the state that will house up to an additional
10,000 inmates. This bill would also authorize the State Public Works Board to issue revenue bonds, negotiable notes, or negotiable bond anticipation notes pursuant to this part to finance the design, construction, and the costs of interim financing of these projects and would appropriate those funds for that purpose, however, the board may not release these funds until a 3-member panel has certified that specified requirements have been met. This bill would provide that the authority provided by these provisions shall expire on January 1, 2014, and no project shall be commenced after that date, but projects already commenced may be completed.

This bill would authorize the Department of Corrections and Rehabilitation, a participating county, as defined, and the State Public Works Board to enter into a construction agreement in order to acquire, design, and construct a local jail facility approved by the Corrections Standards Authority, as specified. This bill would authorize the board to issue up to $750,000,000 in revenue bonds, notes, or bond anticipation notes to finance the acquisition, design, or construction of approved local jail facilities and would appropriate those funds for that purpose. This bill would provide that these provisions would become inoperative on June 30, 2017.

In addition, this bill would authorize the Department of Corrections and Rehabilitation, a participating county, as defined, and the State Public Works Board to enter into a construction agreement in order to acquire, design, and construct a local jail facility approved by the Corrections Standards Authority, as specified. This bill would authorize the board to issue up to $470,000,000 in revenue bonds, notes, or bond anticipation notes to finance the acquisition, design, or construction of approved local jail facilities and would appropriate those funds for that purpose. This bill would provide that the department and the Corrections Standards Authority may not award funds under these provisions unless a 3-member panel has certified that certain conditions have been met, as specified.

Existing law authorizes the Department of Corrections and Rehabilitation to establish pilot programs that provide training and counseling for parolees to assist in their successful reintegration into the community.

This bill would require the department to determine and implement a system of incentives to increase inmate participation in, and completion of, academic and vocational education, consistent with the inmate’s educational needs, as specified.

This bill would require the department to develop and implement a plan to obtain additional rehabilitation and treatment services for prison inmates and parolees, as specified.

This bill would require the department to examine and report to the Legislature on whether the provisions of existing law related to payments to inmates released from prison are hindering the success of parolees and resulting in their rapid return to prison for parole violations, as specified.

This bill would require the department to expand substance abuse treatment services in prisons to accommodate at least 4,000 additional inmates who have histories of substance abuse, as specified.
This bill would require the department to conduct assessments of all inmates that include, but are not limited to, data regarding the inmate’s history of substance abuse, medical and mental health, education, family background, criminal activity, and social functioning which shall be used to place inmates in programs that will aid in their reentry to society and that will most likely reduce the inmate’s chances of reoffending.

This bill would authorize the department to obtain day treatment, and to contract for crisis care services, for parolees with mental health problems, as specified.

This bill would require the department to develop an Inmate Treatment and Prison-to-Employment Plan that should evaluate and recommend changes to the Governor and the Legislature regarding current inmate education, treatment, and rehabilitation programs to determine whether the programs provide sufficient skills to inmates that will likely result in their successful employment in the community, and reduce their chances of returning to prison after release to parole.

This bill would state various findings and declarations regarding improvements of a parolee’s opportunity for successful reintegration into society due to continuity of services provided both before and after an inmate’s release on parole. This bill would authorize the Department of Corrections and Rehabilitation to construct, establish, and operate reentry program facilities throughout the state that will house up to 6,000 inmates and facilities that will house up to an additional 10,000 inmates within one year of being released or rereleased from custody, as specified. This bill would require that reentry program facilities provide programming to inmates and parole violators tailored to the specific problems faced by this population when reintegrating into society. This bill would require the department to develop a collaborative partnership with the local government, local law enforcement, and community service providers in the communities where reentry program facilities are operated.

This bill would require the department to develop and implement, by January 15, 2008, a plan to address management deficiencies within the department, as specified.

This bill would create the California Rehabilitation Oversight Board (C-ROB) in the Office of the Inspector General to regularly examine and report to the Legislature and Governor on the various mental health, substance abuse, and educational and employment programs for inmates and parolees operated by the Department of Corrections and Rehabilitation. This bill would also provide that the board shall make recommendations with respect to modifications, additions, and eliminations of rehabilitation and treatment programs.

This bill would create a 3-member panel charged with verifying whether certain conditions have been met before the State Board of Public Works may release funds to the Department of Corrections and Rehabilitation for the construction of housing and other facilities, as specified.

Existing law provides that the Department of Corrections and Rehabilitation shall prepare plans for, and construct facilities and renovations
included within, its master plan for which funds have been appropriated by
the Legislature.

This bill would expand provisions defining “master plan” to include the
department’s plans to activate or remove temporary beds in dayrooms, gyms,
and other areas.

Existing law requires the department to submit a site plan and projected
planning guide to the Joint Legislative Committee on Prison Construction
and Operation for each facility included in the master plan.

This bill would instead require the board to submit various plans to the
Joint Legislative Budget Committee, as specified, and to provide quarterly
reports to the committee on the progress of funded projects.

This bill would require the department to meet with representatives of
cities or counties whenever the Legislature authorizes the planning, design,
or construction of new permanent housing units to describe the scope of the
project and the project schedule, and to consider comments from the city
or county representatives regarding the project’s impact.

Existing law provides that the Joint Legislative Prison Committee shall
be reimbursed, from funds appropriated to the Department of Corrections
and Rehabilitation for support, for costs, as agreed to by the Department of
Corrections and Rehabilitation, incurred by the committee in reviewing
environmental assessment studies, as specified.

This bill would repeal those provisions.

This bill would also authorize the department to use portable or temporary
buildings to provide rehabilitation, treatment, and educational services to
inmates within its custody or to house inmates, as long as that housing does
not jeopardize safety.

This bill would state various findings and declarations regarding staff
vacancies at the Department of Corrections and Rehabilitation.

Existing law provides that any court or other agency or officer of this
state having power to commit or transfer an inmate to any institution for
confinement may commit or transfer that inmate to any institution outside
this state if this state has entered into a contract or contracts for the
confinement of inmates in that institution and the inmate, if he or she was
sentenced under California law, has executed a written consent to the
transfer.

This bill would, until a specified date, eliminate the consent requirement,
except in certain circumstances.

This bill would authorize the department to establish a training academy
for correctional officers in southern California.

This bill would appropriate the sum of $350,000,000 from the General
Fund to the Department of Corrections and Rehabilitation for capital outlay
to renovate, improve, or expand infrastructure capacity at existing prison
facilities and to supplement funds for rehabilitation and treatment of prison
inmates and parolees, as specified.

This bill would declare that it is to take effect immediately as an urgency
statute.

Appropriation: yes.
SECTION 1. This act shall be known, and may be cited, as the Public Safety and Offender Rehabilitation Services Act of 2007.

SEC. 2. Chapter 3.2.1 (commencing with Section 15819.40) is added to Part 10b of Division 3 of Title 2 of the Government Code, to read:

Chapter 3.2.1. Revenue Bond Financing of Prison Construction — Phase I

15819.40. (a) (1) (A) The Department of Corrections and Rehabilitation shall design, construct, or renovate prison housing units, prison support buildings, and programming space in order to add up to 7,484 beds at the following prison facilities:

(i) Pleasant Valley State Prison.
(ii) Pelican Bay State Prison.
(iii) California State Prison, Los Angeles County.
(iv) Calipatria State Prison.
(v) Centinela State Prison.
(vi) Salinas Valley State Prison.
(vii) Kern Valley State Prison.
(viii) Wasco State Prison.
(ix) North Kern State Prison.
(x) Mule Creek State Prison.

(B) After reporting to the Joint Legislative Budget Committee that site assessments are complete at other prison facilities, the department shall design, construct, or renovate prison housing units, prison support buildings, and programming space in order to add up to 4,516 beds. The reporting requirements set forth in Sections 7000 to 7003.5, inclusive, of the Penal Code shall apply to each project constructed or renovated pursuant to this section.

(2) Any new beds constructed pursuant to this section shall be supported by rehabilitative programming for inmates, including, but not limited to, education, vocational programs, substance abuse treatment programs, employment programs, and prerelease planning.

(3) The purpose of beds constructed pursuant to this section is to replace the temporary beds currently in use, and they are not intended to house additional inmates. For the purposes of this section, “temporary beds” shall be defined as those that are placed in gymnasiums, classrooms, hallways, or other public spaces that were not constructed for the purpose of housing inmates.

(b) The Department of Corrections and Rehabilitation may acquire land, design, construct, and renovate reentry program facilities to provide housing for 6,000 inmates as authorized in Chapter 9.8 (commencing with Section 6271) of the Penal Code.
(c) The Department of Corrections and Rehabilitation is authorized to construct and establish new buildings at facilities under the jurisdiction of the department to provide medical, dental, and mental health treatment or housing for 6,000 inmates.

15819.401. The scope and costs of the projects authorized by this chapter shall be subject to approval and administrative oversight by the State Public Works Board, including augmentations, pursuant to Sections 13332.11 and 13332.19.

15819.402. For all projects approved for financing by the board pursuant to Section 15819.40, the board may borrow funds for project costs, including studies, preliminary plans and working drawings, construction, and construction-related costs from the Pooled Money Investment Account pursuant to Sections 16312 and 16313. Project funds expended prior to project approval by the board shall not be reimbursable from the proceeds of the bonds.

15819.403. (a) The board may issue revenue bonds, negotiable notes, or negotiable bond anticipation notes pursuant to this part to finance the design, construction, and the costs of interim financing of the projects authorized in Section 15819.40. Authorized costs for design, construction, and construction-related costs for all projects approved for financing by the board shall not exceed one billion eight hundred million dollars ($1,800,000,000) for subdivision (a) of Section 15819.40, nine hundred seventy-five million dollars ($975,000,000) for subdivision (b) of Section 15819.40, and eight hundred fifty-seven million one hundred thousand dollars ($857,100,000) for subdivision (c) of Section 15819.40.

(b) Notwithstanding Section 13340, funds derived from interim financing, revenue bonds, negotiable notes, or negotiable bond anticipation notes issued pursuant to this chapter are hereby continuously appropriated to the board on behalf of the Department of Corrections and Rehabilitation for the purposes specified in Section 15819.40.

(c) For the purposes of this section, “construction-related costs” shall include mitigation costs of local government and school districts and shall be made available pursuant to subdivisions (c) and (d) of Section 7005.5 of the Penal Code. It is the intent of the Legislature that any payments made for mitigation shall be made in a timely manner.

15819.404. Notwithstanding Section 15819.403, the amount of revenue bonds, negotiable notes, or negotiable bond anticipation notes to be sold shall equal the following:

(a) The cost of design, construction or construction management and supervision, and other costs related to the design and construction of the facilities, including augmentations.

(b) Sums necessary to pay interim financing.

(c) In addition to the amount authorized by Section 15819.403, any additional amount as may be authorized by the board to establish a reasonable construction reserve and to pay the costs of financing, including the payment of interest during acquisition or construction of the project, the cost of financing a debt-service reserve fund, and the cost of issuance of
permanent financing for the project. This additional amount may include interest payable on any interim loan for the facility from the General Fund or the Pooled Money Investment Account pursuant to Sections 16312 and 16313.

SEC. 3. Chapter 3.2.2 (commencing with Section 15819.41) is added to Part 10b of Division 3 of Title 2 of the Government Code, to read:

CHAPTER 3.2.2. REVENUE BOND FINANCING OF PRISON CONSTRUCTION — PHASE II

15819.41. (a) The Department of Corrections and Rehabilitation is authorized to design, construct, or renovate prison housing units, prison support buildings, and programming space in order to add 4,000 beds at existing prison facilities. This authorization is in addition to the authorization in subdivision (a) of Section 15819.40. Any new beds constructed shall be supported by rehabilitative programming for inmates, including, but not limited to, education, vocational programs, substance abuse treatment programs, employment programs, and prerelease planning.

(b) The Department of Corrections and Rehabilitation is authorized to design, construct, and establish new buildings at facilities under the jurisdiction of the department to provide medical, dental, and mental health treatment or housing for 2,000 inmates. This authorization is in addition to the authorization in subdivision (c) of Section 15819.40.

(c) The Department of Corrections and Rehabilitation is authorized to construct, establish, and operate reentry program facilities throughout the state that will house up to an additional 10,000 inmates pursuant to Section 6271.1 of the Penal Code.

15819.411. The scope and costs of the projects authorized by this chapter shall be subject to approval and administrative oversight by the State Public Works Board, including augmentations, pursuant to Sections 13332.11 and 13332.19.

15819.412. For all projects approved for financing by the board pursuant to Section 15819.41, the board may borrow funds for project costs, including studies, preliminary plans and working drawings, construction, and construction-related costs from the Pooled Money Investment Account pursuant to Sections 16312 and 16313. Project funds expended prior to project approval by the board shall not be reimbursable from the proceeds of the bonds.

15819.413. (a) The board may issue revenue bonds, negotiable notes, or negotiable bond anticipation notes pursuant to this part to finance the design, construction, and the costs of interim financing of the projects authorized in Section 15819.41. Authorized costs for design, construction, and construction-related costs, for all projects approved for financing by the board shall not exceed six hundred million dollars ($600,000,000) for subdivision (a) of Section 15819.41, two hundred eighty-five million seven hundred thousand dollars ($285,700,000) for subdivision (b) of Section
15819.41, and one billion six hundred twenty-five million dollars ($1,625,000,000) for subdivision (c) of Section 15819.41.

(b) Notwithstanding Section 13340, funds derived from interim financing, revenue bonds, negotiable notes, or negotiable bond anticipation notes issued pursuant to this chapter are hereby continuously appropriated to the board on behalf of the Department of Corrections and Rehabilitation for the purposes specified in Section 15819.41.

(c) For the purposes of this section, “construction-related costs” shall include mitigation costs of local government and school districts and shall be made available pursuant to subdivisions (c) and (d) of Section 7005.5 of the Penal Code. It is the intent of the Legislature that any payments made for mitigation shall be made in a timely manner.

15819.414. Notwithstanding Section 15819.413, the amount of revenue bonds, negotiable notes, or negotiable bond anticipation notes to be sold shall equal the following:

(a) The cost of design, construction or construction management and supervision, and other costs related to the design and construction of the facilities, including augmentations.

(b) Sums necessary to pay interim financing.

(c) In addition to the amount authorized by Section 15819.413, any additional amount as may be authorized by the board to establish a reasonable construction reserve and to pay the costs of financing, including the payment of interest during acquisition or construction of the project, the cost of financing a debt-service reserve fund, and the cost of issuance of permanent financing for the project. This additional amount may include interest payable on any interim loan for the facility from the General Fund or the Pooled Money Investment Account pursuant to Sections 16312 and 16313.

15819.417. The State Public Works Board may not release any funds pursuant to this chapter until the panel created pursuant to Section 7021 of the Penal Code has certified that conditions listed in that section have been met. The authority provided by this chapter shall expire on January 1, 2014, and no project shall be commenced after that date, but projects already commenced may be completed.

SEC. 4. Chapter 3.11 (commencing with Section 15820.90) is added to Part 10b of Division 3 of Title 2 of the Government Code, to read:

**Chapter 3.11. Financing of County Jail Facilities**

15820.90. For the purposes of this chapter, “participating county” means any county, or regional consortium of counties, within the state that has been certified to the State Public Works Board (SPWB) by the Department of Corrections and Rehabilitation (CDCR) as having satisfied all of the requirements set forth in Section 15820.906 for financing a local jail facility pursuant to this chapter.
15820.901. (a) The CDCR, a participating county, and the SPWB are authorized to acquire, design, and construct, a local jail facility approved by the Corrections Standards Authority (CSA) pursuant to Section 15820.906, or a site or sites owned by, or subject to a lease or option to purchase held by a participating county. The ownership interest of a participating county in the site or sites for a local jail facility must be determined by the SPWB to be adequate for purposes of its financing in order to be eligible under this chapter.

(b) Notwithstanding Section 15815 of the Government Code, a participating county may acquire, design, or construct the local jail facility in accordance with its local contracting authority. Notwithstanding Section 14951, the participating county may assign an inspector during the construction of the project.

(c) The CDCR, a participating county and the SPWB shall enter into a construction agreement for these projects that shall provide, at a minimum, performance expectations of the parties related to the acquisition, design, construction, or renovation of the local jail facility, guidelines and criteria for use and application of the proceeds of revenue bonds, notes, or bond anticipation notes issued by the SPWB to pay for the cost of the approved local jail facility project and ongoing maintenance and staffing responsibilities for the term of the financing.

(d) The construction agreement shall include a provision that the participating county agrees to indemnify, defend, and save harmless the State of California for any and all claims and losses arising out of the acquisition, design, and construction of the project. The construction agreement may also contain additional terms and conditions that facilitate the financing by the SPWB.

(e) The scope and cost of these approved local jail facility projects shall be subject to approval and administrative oversight by the SPWB.

(f) For purposes of compliance with the California Environmental Quality Act (Division 13 of the Public Resources Code (commencing with Section 210000)), neither the SPWB nor the CDCR shall be deemed a lead or responsible agency; the participating county is the lead agency.

15820.902. Upon a participating county’s receipt of responsive construction bids, the SPWB and the CDCR may borrow funds for project costs after the project has been certified pursuant to Section 15820.90 from the Pooled Money Investment Account pursuant to Sections 16312 and 16313, or from any other appropriate source. In the event any of the revenue bonds, notes or bond anticipation notes authorized by this chapter are not sold, the CDCR shall commit a sufficient amount of its support appropriation to repay any loans made for an approved project.

15820.903. (a) The SPWB may issue up to seven hundred fifty million dollars ($750,000,000) in revenue bonds, notes, or bond anticipation notes, pursuant to Chapter 5 of Part 10b of Division 3 of Title 2 (commencing with Section 15830) to finance the acquisition, design, or construction, and a reasonable construction reserve, of approved local jail facilities described in Section 15820.901.
(b) Proceeds from the revenue bonds, notes, or bond anticipation notes may be utilized to reimburse a participating county for the costs of acquisition, preliminary plans, working drawings, and construction for approved projects.

(c) Notwithstanding Section 13340, funds derived pursuant to this section and Section 15820.902 are continuously appropriated for purposes of this chapter.

(d) This section shall become inoperative on June 30, 2017.

15820.905. With the consent of the SPWB, the CDCR, and a participating county are authorized to enter into leases or subleases, as lessor or lessee, for any property or approved project and are further authorized to enter into contracts or other agreements for the use, maintenance, and operation of the local jail facility in order to facilitate the financing authorized by this chapter. In those leases, subleases, or other agreements, the participating county shall agree to indemnify, defend, and hold harmless the State of California for any and all claims and losses accruing and resulting from or arising out of the participating county’s use and occupancy of the local jail facility.

15820.906. (a) The CSA shall adhere to its duly adopted regulations for the approval or disapproval of local jail facilities. The CSA shall also consider cost-effectiveness in determining approval or disapproval. No state moneys shall be encumbered in contracts let by a participating county until final architectural plans and specifications have been approved by the CSA, and subsequent construction bids have been received. The review and approval of plans, specifications, or other documents by the CSA are for the purpose of ensuring proper administration of moneys and determination of whether the project specifications comply with law and regulation. The CSA may require changes in construction materials to enhance safety and security if materials proposed at the time of final plans and specifications are not essential and customary as used statewide for facilities of the same security level. Participating counties are responsible for the acquisition, design, construction, staffing, operation, repair, and maintenance of the project.

(b) The CSA shall establish minimum standards, funding schedules and procedures, which shall take into consideration, but not be limited to, the following:

1. Certification by a participating county of project site control through either fee simple ownership of the site or comparable long-term possession of the site, and right of access to the projects sufficient to assure undisturbed use and possession.

2. Documentation of need for the project.

3. A written project proposal.

4. Submittal of a staffing plan for the project, including operational cost projections and documentation that the local jail facility will be able to be safety staffed and operated within 90 days of completion.

5. Submittal of architectural drawings, which shall be approved by the CSA for compliance with minimum adult detention facility standards and

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which shall also be approved by the State Fire Marshal for compliance with fire safety and life safety requirements.

(6) Documentation evidencing the filing by a participating county of a final notice of determination on its environmental impact report.

(7) Provisions intended to maintain the tax-exempt status of the bonds, notes, or bond anticipation notes issued by the SPWB.

15820.907. (a) Participating county matching funds for projects funded under this chapter shall be a minimum of 25 percent of the total project costs. The CSA may reduce matching fund requirements for participating counties with a general population below 200,000 upon petition by a participating county to the CSA requesting a lower level of matching funds.

(b) The CDCR and CSA shall give funding preference to counties that assist the state in siting reentry facilities, pursuant to Section 6270.

(c) The CDCR and CSA shall give funding preference to counties that assist the state in siting mental health day treatment and crisis care, pursuant to Section 3073 of the Penal Code, and to counties who provide a continuum of care so that parolees with mental health and substance abuse needs can continue to receive services at the conclusion of their period of parole.

SEC. 5. Chapter 3.12 (commencing with Section 15820.91) is added to Part 10b of Division 3 of Title 2 of the Government Code, to read:

Chapter 3.12. Financing of County Jail Facilities

15820.91. For the purposes of this chapter, “participating county” means any county, or regional consortium of counties, within the state that has been certified to the State Public Works Board (SPWB) by the Department of Corrections and Rehabilitation (CDCR) as having satisfied all of the requirements set forth in Section 15820.916 for financing a local jail facility pursuant to this chapter.

15820.911. (a) The CDCR, a participating county, and the SPWB are authorized to acquire, design, and construct, a local jail facility approved by the Corrections Standards Authority (CSA) pursuant to Section 15820.906, or a site or sites owned by, or subject to a lease or option to purchase held by a participating county. The ownership interest of a participating county in the site or sites for a local jail facility must be determined by the SPWB to be adequate for purposes of its financing in order to be eligible under this chapter.

(b) Notwithstanding Section 15815, a participating county may acquire, design, or construct the local jail facility in accordance with its local contracting authority. Notwithstanding Section 14951, the participating county may assign an inspector during the construction of the project.

(c) The CDCR, a participating county and the SPWB shall enter into a construction agreement for these projects that shall provide, at a minimum, performance expectations of the parties related to the acquisition, design, construction, or renovation of the local jail facility, guidelines and criteria for use and application of the proceeds of revenue bonds, notes, or bond
anticipation notes issued by the SPWB to pay for the cost of the approved local jail facility project and ongoing maintenance and staffing responsibilities for the term of the financing.

(d) The construction agreement shall include a provision that the participating county agrees to indemnify, defend, and save harmless the State of California for any and all claims and losses arising out of the acquisition, design, and construction of the project. The construction agreement may also contain additional terms and conditions that facilitate the financing by the SPWB.

(e) The scope and cost of these approved local jail facility projects shall be subject to approval and administrative oversight by the SPWB.

(f) For purposes of compliance with the California Environmental Quality Act (Division 13 of the Public Resources Code (commencing at Section 210000)), neither the SPWB nor the CDCR shall be deemed a lead or responsible agency; the participating county is the lead agency.

15820.912. Upon a participating county’s receipt of responsive construction bids, the SPWB and the CDCR may borrow funds for project costs after the project has been certified pursuant to Section 15820.91 from the Pooled Money Investment Account pursuant to Sections 16312 and 16313, or from any other appropriate source. In the event any of the revenue bonds, notes, or bond anticipation notes authorized by this chapter are not sold, the CDCR shall commit a sufficient amount of its support appropriation to repay any loans made for an approved project.

15820.913. (a) The SPWB may issue up to four hundred seventy million dollars ($470,000,000) in revenue bonds, notes, or bond anticipation notes, pursuant to Chapter 5 of Part 10b of Division 3 of Title 2 (commencing with Section 15830) to finance the acquisition, design, or construction, and a reasonable construction reserve, of approved local jail facilities described in Section 15820.911.

(b) Proceeds from the revenue bonds, notes, or bond anticipation notes may be used to reimburse a participating county for the costs of acquisition, preliminary plans, working drawings, and construction for approved projects.

(c) Notwithstanding Section 13340, funds derived pursuant to this section and Section 15820.902 are continuously appropriated for purposes of this chapter.

15820.915. With the consent of the SPWB, the CDCR, and a participating county are authorized to enter into leases or subleases, as lessor or lessee, for any property or approved project and are further authorized to enter into contracts or other agreements for the use, maintenance, and operation of the local jail facility in order to facilitate the financing authorized by this chapter. In those leases, subleases, or other agreements, the participating county shall agree to indemnify, defend and hold harmless the State of California for any and all claims and losses accruing and resulting from or arising out of the participating county’s use and occupancy of the local jail facility.

15820.916. (a) The CSA shall adhere to its duly adopted regulations for the approval or disapproval of local jail facilities. The CSA shall also
consider cost-effectiveness in determining approval or disapproval. No state moneys shall be encumbered in contracts let by a participating county until final architectural plans and specifications have been approved by the CSA, and subsequent construction bids have been received. The review and approval of plans, specifications, or other documents by the CSA are for the purpose of ensuring proper administration of moneys and determination of whether the project specifications comply with law and regulation. The CSA may require changes in construction materials to enhance safety and security if materials proposed at the time of final plans and specifications are not essential and customary as used statewide for facilities of the same security level. Participating counties are responsible for the acquisition, design, construction, staffing, operation, repair, and maintenance of the project.

(b) The CSA shall establish minimum standards, funding schedules, and procedures, which shall take into consideration, but not be limited to, the following:

1. Certification by a participating county of project site control through either fee simple ownership of the site or comparable long-term possession of the site, and right of access to the projects sufficient to assure undisturbed use and possession.
2. Documentation of need for the project.
3. A written project proposal.
4. Submittal of a staffing plan for the project, including operational cost projections and documentation that the local jail facility will be able to be safety staffed and operated within 90 days of completion.
5. Submittal of architectural drawings, which shall be approved by the CSA for compliance with minimum adult detention facility standards and which shall also be approved by the State Fire Marshal for compliance with fire safety and life safety requirements.
6. Documentation evidencing the filing by a participating county of a final notice of determination on its environmental impact report.
7. Provisions intended to maintain the tax-exempt status of the bonds, notes, or bond anticipation notes issued by the SPWB.

15820.917. (a) Participating county matching funds for projects funded under this chapter shall be a minimum of 25 percent of the total project costs. The CSA may reduce matching fund requirements for participating counties with a general population below 200,000 upon petition by a participating county to the CSA requesting a lower level of matching funds.
(b) The CDCR and CSA shall give funding preference to counties that assist the state in siting reentry facilities, pursuant to Section 6270.
(c) The department shall give funding preference to counties that assist the state in siting mental health day treatment and crisis care, pursuant to Section 3073 of the Penal Code, and to counties who provide a continuum of care so that parolees with mental health and substance abuse needs can continue to receive services at the conclusion of their period of parole.
The CDCR and CSA may not award funds under this chapter until the panel created pursuant to Section 7021 of the Penal Code has certified that all of the following conditions have been met:

(a) At least 4,000 of the local jail beds from Chapter 3.11 (commencing with Section 15820.90) are under construction or sited.

(b) At least 2,000 of the original reentry beds are under construction or sited.

SEC. 6. Section 2054.2 is added to the Penal Code, to read:

2054.2. The Department of Corrections and Rehabilitation shall determine and implement a system of incentives to increase inmate participation in, and completion of, academic and vocational education, consistent with the inmate’s educational needs as identified in the assessment performed pursuant to Section 3020, including, but not limited to, a literacy level specified in Section 2053.1, a high school diploma or equivalent, or a particular vocational job skill. These incentives may be consistent with other incentives provided to inmates who participate in work programs.

SEC. 7. Section 2061 is added to the Penal Code, to read:

2061. (a) The Department of Corrections and Rehabilitation shall develop and implement, by January 15, 2008, a plan to address management deficiencies within the department. The plan should, at a minimum, address all of the following:

1. Filling vacancies in management positions within the department.
2. Improving lines of accountability within the department.
3. Standardizing processes to improve management.
4. Improving communication within headquarters, between headquarters, institutions and parole offices, and between institutions and parole offices.
5. Developing and implementing more comprehensive plans for management of the prison inmate and parole populations.

(b) The department may contract with an outside entity that has expertise in management of complex public and law enforcement organizations to assist in identifying and addressing deficiencies.

SEC. 8. Section 2062 is added to the Penal Code, to read:

2062. (a) The Department of Corrections and Rehabilitation shall develop and implement a plan to obtain additional rehabilitation and treatment services for prison inmates and parolees. The plan shall include, but is not limited to, all of the following:

1. Plans to fill vacant state staff positions that provide direct and indirect rehabilitation and treatment services to inmates and parolees.
2. Plans to fill vacant staff positions that provide custody and supervision services for inmates and parolees.
3. Plans to obtain from local governments and contractors services for parolees needing treatment while in the community and services that can be brought to inmates within prisons.
4. Plans to enter into agreements with community colleges to accelerate training and education of rehabilitation and treatment personnel, and modifications to the licensing and certification requirements of state licensing...
agencies that can accelerate the availability and hiring of rehabilitation and treatment personnel.

(b) The department shall submit the plan and a schedule for implementation of its provisions to the Legislature by January 15, 2008.

SEC. 9. Section 2713.2 is added to the Penal Code, to read:

2713.2. The Department of Corrections and Rehabilitation shall examine and report to the Legislature on whether the provisions of existing law related to payments to inmates released from prison are hindering the success of parolees and resulting in their rapid return to prison for parole violations. The report shall specifically examine whether the costs of transportation of the inmate from prison to the parole location should be paid from the amounts specified in Section 2713.1 or whether it should be paid separately by the department. The department shall submit its findings and recommendations to the Legislature on or before January 15, 2008.

SEC. 10. Article 5 (commencing with Section 2694) is added to Chapter 4 of Title 1 of Part 3 of the Penal Code, to read:

Article 5. Substance Abuse Treatment

2694. The Department of Corrections and Rehabilitation shall expand substance abuse treatment services in prisons to accommodate at least 4,000 additional inmates who have histories of substance abuse. In determining the prisons in which these additional treatment services will be located, the department may consider efficiency and efficacy of treatment, availability of staff resources, availability of physical space, and availability of additional resources in surrounding communities to supplement the treatment. In addition, the department shall expand followup treatment services in the community in order to ensure that offenders who participate in substance abuse treatment while incarcerated in prison shall receive necessary followup treatment while on parole.

SEC. 11. Article 2.5 (commencing with Section 3020) is added to Chapter 8 of Title 1 of Part 3 of the Penal Code, to read:

Article 2.5. Interdisciplinary Assessment of Inmates

3020. The Department of Corrections and Rehabilitation shall conduct assessments of all inmates that include, but are not limited to, data regarding the inmate’s history of substance abuse, medical and mental health, education, family background, criminal activity, and social functioning. The assessments shall be used to place inmates in programs that will aid in their reentry to society and that will most likely reduce the inmate’s chances of reoffending.

SEC. 12. Section 3073 is added to the Penal Code, to read:

3073. The Department of Corrections and Rehabilitation is hereby authorized to obtain day treatment, and to contract for crisis care services, for parolees with mental health problems. Day treatment and crisis care
services should be designed to reduce parolee recidivism and the chances that a parolee will return to prison. The department shall work with counties to obtain day treatment and crisis care services for parolees with the goal of extending the services upon completion of the offender’s period of parole, if needed.

SEC. 13. Chapter 9 (commencing with Section 3105) is added to Title 1 of Part 3 of the Penal Code, to read:

CHAPTER 9. PRISON TO EMPLOYMENT

3105. The Department of Corrections and Rehabilitation shall develop an Inmate Treatment and Prison-to-Employment Plan. The plan should evaluate and recommend changes to the Governor and the Legislature regarding current inmate education, treatment, and rehabilitation programs to determine whether the programs provide sufficient skills to inmates that will likely result in their successful employment in the community, and reduce their chances of returning to prison after release to parole. The department shall report the status of the development of the plan on or before October 1, 2007, again on or before January 15, 2008, and shall submit the final plan by April 1, 2008. The department may use resources of other state or local agencies, academic institutions, and other research organizations as necessary to develop the plan.

SEC. 14. Section 6140 is added to the Penal Code, to read:

6140. There is in the Office of the Inspector General the California Rehabilitation Oversight Board (C-ROB). The board shall consist of the 11 members as follows:

(a) The Inspector General, who shall serve as chair.
(b) The Secretary of the Department of Corrections and Rehabilitation.
(c) The Superintendent of Public Instruction, or his or her designee.
(d) The Chancellor of the California Community Colleges, or his or her designee.
(e) A faculty member of the University of California who has expertise in rehabilitation of criminal offenders, appointed by the President of the University of California.
(f) A faculty member of the California State University, who has expertise in rehabilitation of criminal offenders, appointed by the Chancellor of the California State University.
(g) A county sheriff, appointed by the Governor.
(j) A county chief probation officer, appointed by the Senate Committee on Rules.
(k) A local government official who provides mental health, substance abuse, or educational services to criminal offenders, appointed by the Speaker of the Assembly.
SEC. 15. Section 6141 is added to the Penal Code, to read:

6141. The California Rehabilitation Oversight Board shall meet at least quarterly, and shall regularly examine the various mental health, substance abuse, educational, and employment programs for inmates and parolees operated by the Department of Corrections and Rehabilitation. The board shall report to the Governor and the Legislature biannually, on January 15 and July 15, and may submit other reports during the year if it finds they are necessary. The reports shall include, but are not limited to, findings on the effectiveness of treatment efforts, rehabilitation needs of offenders, gaps in rehabilitation services in the department, and levels of offender participation and success in the programs. The board shall also make recommendations to the Governor and Legislature with respect to modifications, additions, and eliminations of rehabilitation and treatment programs. In performing its duties, the board shall use the work products developed for the department as a result of the provisions of the 2006 Budget Act, including Provision 18 of Item 5225-001-0001.

SEC. 16. Chapter 9.8 (commencing with Section 6270) is added to Title 7 of Part 3 of the Penal Code, to read:

Chapter 9.8. Reentry Program Facilities

6270. The Legislature finds and declares the following:

(a) The continuity of services provided both before and after an inmate’s release on parole will improve the parolee’s opportunity for successful reintegration into society.

(b) Placing an inmate in a secure correctional facility within the community prior to parole into that community provides the opportunity for both parole officers and local law enforcement personnel to better coordinate supervision of that parolee.

6271. (a) The Department of Corrections and Rehabilitation is authorized to construct, establish, and operate reentry program facilities throughout the state that will house up to 6,000 inmates. These facilities shall be secure facilities of up to 500 beds each, house inmates within one year of being released or rereleased from custody, and, to the extent possible, be sited in urban locations.

(b) Reentry program facilities shall only be established in a city, county, or city and county that requests a reentry program facility, and the proposed location of the facility shall be identified by the city, county, or city and county.

6271.1. (a) The Department of Corrections and Rehabilitation is authorized to construct, establish, and operate reentry program facilities throughout the state that will house up to an additional 10,000 inmates, as provided for in subdivision (c) of Section 15819.41 of the Government Code. These facilities shall be secure facilities of up to 500 beds each, be for inmates within one year of being released or rereleased from custody,
and, to the extent possible, be located in urban locations. This authorization is in addition to the authorization in Section 6271.

(b) Sections 6272 and 6273 shall also apply to this authorization.

6272. Reentry program facilities shall provide programming to inmates and parole violators tailored to the specific problems faced by this population when reintegrating into society. Persons housed in these facilities shall receive risk and needs assessments, case management services, and wraparound services that provide a continuity of support services between custody and parole.

6273. In the locations where a reentry program facility is established, the Department of Corrections and Rehabilitation shall develop a collaborative partnership with local government, local law enforcement, and community service providers.

SEC. 17. Section 7000 of the Penal Code is amended to read:

7000. (a) The Department of Corrections and Rehabilitation shall prepare plans for, and construct facilities and renovations included within, its master plan for which funds have been appropriated by the Legislature.

(b) “Master plan” means the department’s “Facility Requirements Plan,” dated April 7, 1980, and any subsequent revisions. The plan shall include the department’s plans to remove temporary beds in dayrooms, gyms, and other areas.

SEC. 18. Section 7003 of the Penal Code is amended to read:

7003. For each facility or project included within its master plan, at least 30 days prior to submission of preliminary plans to the State Public Works Board, the department shall submit to the Joint Legislative Budget Committee all of the following:

(a) A preliminary plan submittal package, as defined by the State Administrative Manual.

(b) An estimate of the annual operating costs of the facility.

(c) A staffing plan for the operation of the facility.

(d) A plan for providing medical, mental health, and dental care to inmates.

(e) A plan for inmate programming at the facility, including education, work, and substance abuse programming.

If the committee fails to take any action with respect to the submitted plans within 45 days after submittal, this inaction shall be deemed to be approval for purposes of this section.

SEC. 19. Section 7003.5 of the Penal Code is amended to read:

7003.5. (a) The department shall provide the Joint Legislative Budget Committee with quarterly reports on the progress of funded projects consistent with the requirements outlined in the State Administrative Manual. This report shall include new prisons, projects to construct inmate housing and other buildings at, or within, existing prison facilities, prison medical, mental health, and dental facilities, reentry facilities, and infrastructure projects at existing prison facilities.

(b) On January 10 of each year, the department shall provide a report to the Joint Legislative Budget Committee that includes the status of each
project that is part of the master plan, including projects planned, projects in preliminary planning, working, drawing and construction phases, and projects that have been completed. The report shall include new prisons; projects to construct inmate housing and other buildings at or within existing prison facilities; prison medical, mental health, and dental facilities; reentry facilities; and infrastructure projects at existing prison facilities.

(c) This section applies to regular prison facilities; projects to expand existing prison facilities; prison medical, mental health, and dental facilities; reentry facilities; and infrastructure projects at existing prison facilities, whether or not built or operated exclusively by the department.

SEC. 20. Section 7004.5 is added to the Penal Code, to read:

7004.5. The Department of Corrections and Rehabilitation shall meet with representatives of cities or, if the prison is located in an unincorporated location, counties, whenever the Legislature authorizes the planning, design, or construction of new permanent housing units. The meeting shall take place prior to the completion of the review required by Division 13 (commencing with Section 21000) of the Public Resources Code. The department shall describe the scope of the project and the project schedule, and shall consider comments from the city or county representatives regarding the project’s impact.

SEC. 21. Section 7014 of the Penal Code is repealed.

SEC. 22. Section 7021 is added to the Penal Code, to read:

7021. (a) The State Public Works Board may not release any funds provided for projects in Section 15819.41 of the Government Code or Section 6271.1, until a three-member panel, composed of the State Auditor, the Inspector General, and an appointee of the Judicial Council of California, verifies that the conditions outlined in paragraphs (1) to (13), inclusive, have been met. The Legislative Analyst shall provide information and input to the three-member panel as it considers whether the conditions have been met.

(1) At least 4,000 beds authorized in subdivision (a) of Section 15819.40 of the Government Code are under construction.

(2) The first 4,000 beds authorized in subdivision (a) of Section 15819.40 of the Government Code include space and will provide opportunities for rehabilitation services for inmates.

(3) At least 2,000 of the beds authorized in subdivision (a) of Section 6271 are under construction or sited.

(4) At least 2,000 substance abuse treatment slots established in Section 2694 have been established, with aftercare in the community.

(5) Prison institutional drug treatment slots have averaged at least 75 percent participation over the previous six months.

(6) The Department of Corrections and Rehabilitation has implemented an inmate assessment at reception centers, pursuant to Section 3020, and has used the assessment to assign inmates to rehabilitation programs for at least six consecutive months.
The Department of Corrections and Rehabilitation has completed the Inmate Treatment and Prison-to-Employment Plan, pursuant to Section 3105.

At least 300 parolees are being served in day treatment or crisis care services, pursuant to Section 3073.

The California Rehabilitation Oversight Board (C-ROB), created pursuant to Section 6140, has been in operation for at least one year, and is regularly reviewing the Department of Corrections and Rehabilitation’s programs. This condition may be waived if the appointments to the C-ROB have not been made by the Legislature.

The Department of Corrections and Rehabilitation has implemented a plan to address management deficiencies, pursuant to Section 2061, and at least 75 percent of management positions have been filled for at least six months.

The Department of Corrections and Rehabilitation has increased full-time participation in inmate academic and vocation education programs by 10 percent from the levels of participation on April 1, 2007.

The Department of Corrections and Rehabilitation has developed and implemented a plan to obtain additional rehabilitation services, pursuant to Section 2062, and the vacancy rate for positions dedicated to rehabilitation and treatment services in prisons and parole offices is no greater than the statewide average vacancy rate for all state positions.

The Department of Corrections and Rehabilitation has reviewed existing parole procedures.

(b) The provisions of Section 15819.41 of the Government Code and Section 6271.1 shall not authorize construction of facilities until the three-member panel specified in subdivision (a) has certified that the requirements of that subdivision has not been meet. Those sections shall become inoperative on January 1, 2014. Any projects already underway may continue, and funding for those projects shall remain.

(c) The requirements set forth in Section 7021 are contingent upon the Legislature making funds available for the rehabilitation programs set forth in the Public Safety and Offender Rehabilitation Services Act of 2007.

SEC. 23. Section 10007 is added to the Penal Code, to read:

10007. The Department of Corrections and Rehabilitation may use portable or temporary buildings to provide rehabilitation, treatment, and educational services to inmates within its custody, or to house inmates, as long as that housing does not jeopardize inmate or staff safety.

SEC. 24. The Legislature finds and declares all of the following:

(a) Between 16,000 and 17,000 inmates in California state prisons are sleeping in gymnasiums, dayrooms, classrooms, and hallways.

(b) These conditions create an unsafe environment for both staff and inmates.

(c) There are over 2,400 correctional staff vacancies at the Department of Corrections and Rehabilitation that result in significant overtime hours for correctional officers and costs to the state.

SEC. 25. Section 11191 of the Penal Code is amended to read:
11191. (a) Any court or other agency or officer of this state having power to commit or transfer an inmate (as defined in Article II (d) of the Interstate Corrections Compact or of the Western Interstate Corrections Compact) to any institution for confinement may commit or transfer that inmate to any institution within or without this state if this state has entered into a contract or contracts for the confinement of inmates in that institution pursuant to Article III of the Interstate Corrections Compact or of the Western Interstate Corrections Compact. The inmate shall have the right to a private consultation with an attorney of his choice, or with a public defender if the inmate cannot afford counsel, concerning his rights and obligations under this section, and shall be informed of those rights prior to executing the written consent. At any time more than five years after the transfer, the inmate shall be entitled to revoke his consent and to transfer to an institution in this state. In which case, the transfer shall occur within the next 30 days.

(b) Notwithstanding subdivision (a), no inmate with serious medical or mental health conditions, as determined by the Plata Receiver, or an inmate in the mental health delivery system at the Enhanced Outpatient Program level of care or higher may be committed or transferred to an institution outside of this state unless he has executed a written consent to the transfer.

(c) This section shall remain in effect only until July 1, 2011, or until such time as the Department of Corrections and Rehabilitation has replaced “temporary beds,” as defined in paragraph (3) of subdivision (a) of Section 15819.34 of the Government Code, whichever is sooner, and as of January 1, 2012, shall be repealed, unless a later enacted statute deletes or extends that date.

SEC. 26. Section 11191 is added to the Penal Code, to read:

11191. (a) Any court or other agency or officer of this state having power to commit or transfer an inmate (as defined in Article II (d) of the Interstate Corrections Compact or of the Western Interstate Corrections Compact) to any institution for confinement may commit or transfer that inmate to any institution within or without this state if this state has entered into a contract or contracts for the confinement of inmates in that institution pursuant to Article III of the Interstate Corrections Compact or of the Western Interstate Corrections Compact, but no inmate sentenced under California law may be committed or transferred to an institution outside of this state, unless he or she has executed a written consent to the transfer. The inmate shall have the right to a private consultation with an attorney of his choice, or with a public defender if the inmate cannot afford counsel, concerning his rights and obligations under this section, and shall be informed of those rights prior to executing the written consent. At any time more than five years after the transfer, the inmate shall be entitled to revoke his consent and to transfer to an institution in this state. In such cases, the transfer shall occur within the next 30 days.

(b) This section shall become operative on July 1, 2011, or at such time as the Department of Corrections and Rehabilitation has replaced “temporary
beds,” as defined in paragraph (3) of subdivision (a) of Section 15819.34 of the Government Code, whichever is sooner.

SEC. 27. Section 13602.1 is added to the Penal Code, to read:

13602.1. The Department of Corrections and Rehabilitation may establish a training academy for correctional officers in southern California.

SEC. 28. The sum of three hundred fifty million dollars ($350,000,000) is hereby appropriated from the General Fund to the Department of Corrections and Rehabilitation for the following purposes:

(a) Three hundred million dollars ($300,000,000) for capital outlay to renovate, improve, or expand infrastructure capacity at existing prison facilities. The funds appropriated by this section may be used for land acquisition, environmental services, architectural programming, engineering assessments, schematic design, preliminary plans, working drawings, and construction.

(b) Fifty million dollars ($50,000,000) to supplement funds for rehabilitation and treatment of prison inmates and parolees. These funds may be expended for staffing, contracts, and other services for rehabilitation and treatment services that include academic and vocational services, substance abuse treatment, and mental health treatment.

SEC. 29. This act is an emergency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

As of April 2007, the prison inmate population totaled nearly 172,000. More than 16,000 inmates are being housed in buildings that were not designed as housing units, and all capacity in these nontraditional spaces will be exhausted during June 2007. In order to provide prison capacity beyond 2007, it is necessary that this act take effect immediately.
An act to amend Sections 15819.40, 15819.401, 15819.402, 15819.403, 15819.404, 15820.903, and 15820.913 of, to amend and renumber the heading of Chapter 3.12 (commencing with Section 15820.100) of Part 10b of Division 3 of Title 2 of, to add Chapter 3.13 (commencing with Section 15820.92) to Part 10b of Division 3 of Title 2 of, and to repeal Chapter 3.2.2 (commencing with Section 15819.41) of Part 10b of Division 3 of Title 2 of, the Government Code, and to amend Section 7050 of, to repeal Section 7021 of, and to repeal Chapter 9.8 (commencing with Section 6270) of Title 7 of Part 3 of, the Penal Code, relating to correctional facilities, and making an appropriation therefor, to take effect immediately, bill related to the budget.

LEGISLATIVE COUNSEL'S DIGEST

SB 1022, Committee on Budget and Fiscal Review. Correctional facilities.

Existing law, the Public Safety and Offender Rehabilitation Services Act of 2007, authorizes certain revenue bond construction of prison facilities. Under phase I of the act, the Department of Corrections and Rehabilitation is authorized to design, construct, or renovate housing units, support buildings, and programming space in order to add up to 12,000 beds at facilities under its jurisdiction. The department is also authorized to acquire land, design, construct, and renovate reentry program facilities to provide housing for up to 6,000 inmates, as specified, and to design and construct new, or renovate existing, buildings and any necessary ancillary improvements, at facilities under the jurisdiction of the department to provide medical, dental, and mental health treatment or housing for up to 6,000 inmates. The provisions of phase I of the act authorize the State Public Works Board to issue revenue bonds, negotiable notes, or negotiable bond anticipation notes to finance the acquisition, design, and construction pursuant to those provisions, and provides that the authorized costs for the acquisition, design, and construction shall not exceed $1,800,000,000, $975,000,000, and $857,100,000, respectively, for the costs of the projects specified above. The provisions of phase I also authorize the board to borrow funds for project costs, including acquisition, design, construction, and construction-related costs, from the Pooled Money Investment Account, as specified.

This bill would instead authorize the department to design and construct new, or renovate existing, housing units, support buildings, programming space, and any necessary ancillary improvements in order to add capacity at facilities and to provide...
medical, dental, and mental health treatment or housing to inmates, and would specify the facilities and projects for which funds may be used. The bill would revise the maximum amount of costs authorized for the design and construction of the projects specified above. The bill would delete the provisions authorizing the department to acquire land, design, construct, and renovate reentry program facilities.

Existing law appropriates $300,000,000 from the General Fund for capital outlay to be allocated to renovate, improve, or expand infrastructure capacity at existing prison facilities. Existing law authorizes the funds to be used for specified other purposes, including for study and acquisition of options to purchase real property for reentry facilities, as specified.

This bill would eliminate the authorization to use the funds for study and acquisition of options to purchase real property for reentry facilities and would authorize the funds to be used for the design and construction of improvements to medication distribution facilities at state prison facilities. The bill would also revise various reporting and accounting requirements with respect to the funds.

Under phase II of the act, the department is required to complete site assessments at facilities where it intends to construct or renovate additional housing units, support buildings, and programming space in order to add up to 4,000 beds at facilities under its jurisdiction. Those provisions authorize the department to design and construct new, or renovate existing, buildings and any necessary ancillary improvements at facilities to provide medical, dental, and mental health treatment or housing for up to 2,000 inmates, and to acquire land, design, construct, and renovate reentry program facilities throughout the state that will house up to 10,000 inmates. Phase II of the act authorizes the State Public Works Board to issue revenue bonds, negotiable notes, or negotiable bond anticipation notes to finance those projects.

This bill would repeal phase II of the act.

Existing law authorizes the Department of Corrections and Rehabilitation, participating counties, and the State Public Works Board to acquire, design, and construct local jail facilities approved by the Corrections Standards Authority. Existing law authorizes the State Public Works Board to issue revenue bonds, notes, or bond anticipation notes in the amounts of $617,119,000 and $602,881,000 to finance the acquisition, design, and construction, and a reasonable construction reserve, of approved local jail facilities, as specified. The funds derived from those revenue bonds, notes, or bond anticipation notes are continuously appropriated for the purposes described above.

This bill would decrease the authorization for revenue bonds, notes, or bond anticipation notes from $617,119,000 to $445,771,000 and increase the authorization of $602,881,000 to $774,229,000. By increasing moneys deposited into a continuously appropriated fund, this bill would make an appropriation.

The bill would authorize the Board of State and Community Corrections, the State Public Works Board, and a participating county, as defined, to acquire, design, and construct an adult local criminal justice facility approved by the Board of State and Community Corrections, or to acquire a site or sites owned by, or subject to a lease option to purchase held by, a participating county. The bill would authorize the State Public Works Board to issue up to $500,000,000 in revenue bonds, notes, or bond anticipate notes to finance the acquisition, design, and construction of approved adult local criminal justice facilities, and would
continuously appropriate the funds for those purposes.

The bill would authorize the Department of Corrections and Rehabilitation to design and construct 3 level II dorm facilities adjacent to specified institutions, including Folsom State Prison, and would authorize the department to use specified funds previously appropriated to complete site suitability studies at those locations. The bill would authorize the State Public Works Board to issue up to $810,000,000 in revenue bonds, notes, or bond anticipation notes to finance design, construction, and construction-related costs for this project, and would continuously appropriate those funds for purposes relating to the project. The bill would also require the department, after completion of 3 Level II dorm facilities, to remove all inmates from, cease operations of, and close the California Rehabilitation Center in Norco, as specified.

The bill would also make nonsubstantive, technical changes.

The bill would appropriate the sum of $1,000 from the General Fund to the Department of Corrections and Rehabilitation for administration.

This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Appropriation: yes.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 15819.40 of the Government Code is amended to read:

15819.40. (a) (1) (A) The Department of Corrections and Rehabilitation may design and construct new, or renovate existing, housing units, support buildings, programming space, and any necessary ancillary improvements in order to add capacity at facilities under its jurisdiction. The department shall complete site assessments at facilities at which it intends to construct or renovate additional housing units, support buildings, programming space, or ancillary improvements. The department may use the funding provided in Section 28 of Chapter 7 of the Statutes of 2007 to complete these site assessments.

(B) The authority contained in subparagraph (A) may be used to develop new beds including appropriate programmatic space pursuant to paragraph (2) and, together with the funds appropriated in Section 15819.403 for this purpose, shall constitute the scope of a single capital outlay project for purposes of calculating augmentations pursuant to Section 13332.11 or Section 13332.19 as described in Section 15819.401.

(2) Any new beds constructed pursuant to this section shall be supported by rehabilitative programming for inmates, including, but not limited to, education, vocational programs, substance abuse treatment programs, employment programs, and prerelease planning.

(3) The authority contained in this subdivision may be used to develop beds and treatment space to serve inmates requiring mental health or medical services. Any beds developed with a medical or mental health purpose shall be supported with rehabilitative programming, as defined in paragraph (2), that is consistent with the medical or mental health services required by the inmates.

(b) The Department of Corrections and Rehabilitation is authorized to design and construct new, or renovate existing, buildings and any necessary ancillary improvements, at facilities under the jurisdiction of the department to provide medical, dental, and mental health treatment or housing and, together with the funds appropriated in Section 15819.403 for this purpose, this shall
constitute the scope and cost of a single capital outlay project for purposes of calculating augmentations pursuant to Section 13332.11 or Section 13332.19 as described in Section 15819.401.

(c) (1) The scope and cost of each project authorized by this chapter shall be established individually by the board. The amount of the total appropriations in Section 15819.403 that is necessary for each project shall be allocated to each project. The appropriations may be allocated based on current estimates. These allocations may be adjusted commensurate to changes that occur during the progression of the projects. As allocations are made or adjusted, the anticipated deficit or savings shall be continuously tracked and reported. Once the total appropriation has been allocated, any augmentation necessary to fund an anticipated deficit shall be based on the total applicable capital outlay appropriation in Section 15819.403 and applied to each project allocation as necessary.

(2) Concurrent with the request to the board to establish each project in the Health Care Facility Improvement Program, the department shall report the associated scope, cost, and schedule information to the Joint Legislative Budget Committee.

(3) The reporting requirements set forth in Sections 7000 to 7003.5, inclusive, of the Penal Code shall apply separately to each project authorized pursuant to this chapter.

SEC. 2. Section 15819.401 of the Government Code is amended to read:

15819.401. The scope and costs of the projects authorized by this chapter shall be subject to approval and administrative oversight by the board, including augmentations, pursuant to Section 13332.11 or Section 13332.19. For purposes of this chapter, the availability of an augmentation for each individual project allocation shall be calculated based on the total applicable capital outlay appropriation contained in Section 15819.403 and is not limited to 20 percent of the individual project allocation.

SEC. 3. Section 15819.402 of the Government Code is amended to read:

15819.402. For all projects authorized by this chapter, the board may borrow funds for project costs, including studies, design, construction, and construction-related costs from the Pooled Money Investment Account pursuant to Sections 16312 and 16313. Except for preliminary expenditures to develop the scope, budget, programming, and scheduling for a project, project funds expended prior to project approval by the board shall not be reimbursable from the proceeds of the bonds.

SEC. 4. Section 15819.403 of the Government Code is amended to read:

15819.403. (a) The board may issue revenue bonds, negotiable notes, or negotiable bond anticipation notes pursuant to this part to finance the design and construction, including, without limitation, renovation, and the costs of interim financing of the projects authorized in Section 15819.40. Authorized costs for design and construction, including, without limitation, renovation, and construction-related costs for all projects approved for financing by the board shall not exceed one billion six million three hundred sixty-nine thousand dollars ($1,006,369,000) for subdivision (a) of Section 15819.40, and one billion forty-six million five hundred seventy-nine thousand dollars ($1,046,579,000) for subdivision (b) of Section 15819.40.

(b) Notwithstanding Section 13340, funds derived from interim financing, revenue bonds, negotiable notes, or negotiable bond anticipation notes issued pursuant to this chapter are hereby continuously appropriated to the board on behalf of the Department of
Corrections and Rehabilitation for the purposes specified in Section 15819.40.

(c) For the purposes of this section, "construction-related costs" shall include mitigation costs of local government and school districts and shall be made available pursuant to subdivisions (c) and (d) of Section 7005.5 of the Penal Code. It is the intent of the Legislature that any payments made for mitigation shall be made in a timely manner.

(d) Notwithstanding any other law, the financing authorized in this section for projects approved pursuant to subdivision (a) of Section 15819.40 shall only be used for the California Health Care Facility, Stockton project and the conversion of the DeWitt Nelson Youth Correctional Facility to a semiautonomous annex facility to the California Health Care Facility. In addition, the financing authorized in this section for projects approved pursuant to subdivision (b) of Section 15819.40 shall only be used for the following projects:

1. The California Medical Facility, Vacaville: Intermediate Care Facility.
5. The California Medical Facility, Vacaville: Enhanced Outpatient Program Treatment and Office Space.
6. The California State Prison, Sacramento: Psychiatric Services Unit Treatment and Office Space.
8. The Salinas Valley State Prison, Soledad: Enhanced Outpatient Program Treatment and Office Space.
10. All projects established by the board in the Health Care Facility Improvement Program.

SEC. 5. Section 15819.404 of the Government Code is amended to read:

15819.404. Notwithstanding Section 15819.403, the amount of revenue bonds, negotiable notes, or negotiable bond anticipation notes to be sold may include the following:
(a) The cost of design and construction, including, without limitation, renovation, or construction management and supervision, and other costs related to the design and construction, including, without limitation, renovation, of the facilities, including augmentations.
(b) Sums necessary to pay interim financing.
(c) In addition to the amount authorized by Section 15819.403, any additional amount as may be authorized by the board to establish a reasonable construction reserve and to pay the costs of financing, including the payment of interest prior to, during, and for a period of six months after construction of the project, the cost of financing a debt-service reserve fund, and the cost of issuance of permanent financing for the project. This additional amount may include interest payable on any interim loan for the facility from the General Fund or the Pooled Money Investment Account pursuant to Sections 16312 and 16313.

SEC. 6. Chapter 3.2.2 (commencing with Section 15819.41) of Part
10b of Division 3 of Title 2 of the Government Code is repealed.

SEC. 7. Section 15820.903 of the Government Code is amended to read:

15820.903. (a) The SPWB may issue up to four hundred forty-five million seven hundred seventy-one thousand dollars ($445,771,000) in revenue bonds, notes, or bond anticipation notes, pursuant to Chapter 5 of Part 10b of Division 3 of Title 2 (commencing with Section 15830) to finance the acquisition, design, or construction, and a reasonable construction reserve, of approved local jail facilities described in Section 15820.901, and any additional amount authorized under Section 15849.6 to pay for the cost of financing.

(b) Proceeds from the revenue bonds, notes, or bond anticipation notes may be utilized to reimburse a participating county for the costs of acquisition, preliminary plans, working drawings, and construction for approved projects.

(c) Notwithstanding Section 13340, funds derived pursuant to this section and Section 15820.902 are continuously appropriated for purposes of this chapter.

(d) This section shall become inoperative on June 30, 2017, and no project may be commenced after that date; however, projects that have already commenced by that date may be completed and financed with bonds issued pursuant to this chapter.

SEC. 8. Section 15820.913 of the Government Code is amended to read:

15820.913. (a) The SPWB may issue up to seven hundred seventy-four million two hundred twenty-nine thousand dollars ($774,229,000) in revenue bonds, notes, or bond anticipation notes, pursuant to Chapter 5 of Part 10b of Division 3 of Title 2 (commencing with Section 15830) to finance the acquisition, design, or construction, and a reasonable construction reserve, of approved local jail facilities described in Section 15820.911, and any additional amount authorized under Section 15849.6 to pay for the cost of financing.

(b) Proceeds from the revenue bonds, notes, or bond anticipation notes may be used to reimburse a participating county for the costs of acquisition, preliminary plans, working drawings, and construction for approved projects.

(c) Notwithstanding Section 13340, funds derived pursuant to this section and Section 15820.912 are continuously appropriated for purposes of this chapter.

SEC. 9. Chapter 3.13 (commencing with Section 15820.92) is added to Part 10b of Division 3 of Title 2 of the Government Code, to read:

CHAPTER 3.13. FINANCING OF ADULT LOCAL CRIMINAL JUSTICE FACILITIES

15820.92. For purposes of this chapter, "participating county" means any county, or regional consortium of counties, within the state that has been certified to the State Public Works Board (the board) by the Board of State and Community Corrections (BSCC) as having satisfied all of the requirements set forth in Section 15820.925 for financing an adult local criminal justice facility pursuant to this chapter. For purposes of this chapter, an adult local criminal justice facility may include any custodial housing, reentry, program, mental health, or treatment space necessary to manage the adult offender population consistent with the legislative intent described in Sections 17.5 and 3450 of the Penal Code under the jurisdiction of the sheriff or county department of corrections, as may be applicable, to be further defined by the BSCC in duly

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1022_bill_20120627_chap...4/22/2014
(a) The BSCC, a participating county, and the board are authorized to acquire, design, and construct an adult local criminal justice facility approved by the BSCC pursuant to Section 15820.925, or to acquire a site or sites owned by, or subject to a lease or option to purchase held by, a participating county. For the purposes of this chapter, acquisition shall include, but is not limited to, acquisition of completed facilities through a build-to-suit purchase. Facilities financed pursuant to this chapter may be delivered through either a design-bid-build or a design-build process. The ownership interest of a participating county in the site or sites for an adult local criminal justice facility shall be determined by the board to be adequate for purposes of its financing in order to be eligible under this chapter.

(b) Notwithstanding Section 14951, the participating county may assign an inspector during the construction of the adult local criminal justice facility.

(c) The BSCC, a participating county, and the board shall enter into an agreement for each adult local criminal justice facility that shall provide, at a minimum, performance expectations of the parties related to the acquisition, design, and construction, including, without limitation, renovation, of the adult local criminal justice facility; guidelines and criteria for use and application of the proceeds of revenue bonds, notes, or bond anticipation notes issued by the board to pay for the cost of the approved adult local criminal justice facility; and ongoing maintenance and staffing responsibilities for the term of the financing.

(d) The agreement shall include a provision that the participating county agrees to indemnify, defend, and hold harmless the State of California for any and all claims and losses arising out of the acquisition, design, and construction of the adult local criminal justice facility. The agreement may also contain additional terms and conditions that facilitate the financing by the board.

(e) The scope and cost of the adult local criminal justice facilities shall be subject to approval and administrative oversight by the board.

(f) For purposes of compliance with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code), neither the board nor the BSCC shall be deemed a lead or responsible agency and the participating county shall be the lead agency.

15820.921. Upon a participating county's receipt of responsive construction bids or design-build proposals, or a participating county's notification to the board of its intent to exercise a purchase option, the board and the BSCC may borrow funds for project costs after the adult local criminal justice facility has been certified pursuant to Section 15820.92 from the Pooled Money Investment Account pursuant to Sections 16312 and 16313, or from any other appropriate source. In the event any of the revenue bonds, notes, or bond anticipation notes authorized by this chapter are not sold, the BSCC shall commit a sufficient amount of its support appropriation to repay any loans made for an approved adult local criminal justice facility.

15820.922. (a) The board may issue up to five hundred million dollars ($500,000,000) in revenue bonds, notes, or bond anticipation notes, pursuant to Chapter 5 (commencing with Section 15830) to finance the acquisition, design, and construction, including, without limitation, renovation, and a reasonable construction reserve, of approved adult local criminal justice facilities described in Section 15820.920, and any additional amount authorized under Section

http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1022_bill_20120627_chap... 4/22/2014
15849.6 to pay for the cost of financing.

(b) Proceeds from the revenue bonds, notes, or bond anticipation notes may be used to reimburse a participating county for the costs of acquisition, design, and construction, including, without limitation, renovation, for approved adult local criminal justice facilities.

(c) Notwithstanding Section 13340, funds derived pursuant to this section and Section 15820.921 are continuously appropriated for purposes of this chapter.

15820.923. In support of this state financing, the Legislature finds and declares all of the following:

(a) The county adult criminal justice system needs more housing, program, and treatment space to manage the adult offender population under its jurisdiction.

(b) Appropriate county adult criminal justice housing, program, and treatment space will enhance public safety throughout the state by providing increased access to appropriate programs or treatment.

(c) By expanding county adult criminal justice capacity, this financing will serve a critical state purpose by promoting public safety.

(d) This purpose represents valuable consideration in exchange for this state action.

15820.924. With the consent of the board, the BSCC and a participating county are authorized to enter into leases or subleases, as lessor or lessee, for any property or approved adult local criminal justice facility and are further authorized to enter into contracts or other agreements for the use, maintenance, and operation of the adult local criminal justice facility in order to facilitate the financing authorized by this chapter. In those leases, subleases, or other agreements, the participating county shall agree to indemnify, defend and hold harmless the State of California for any and all claims and losses accruing and resulting from or arising out of the participating county's use and occupancy of the adult local criminal justice facility.

15820.925. (a) The BSCC shall adhere to its duly adopted regulations for the approval or disapproval of adult local criminal justice facilities. The BSCC shall also consider cost-effectiveness in determining approval or disapproval. No state moneys shall be encumbered in contracts let by a participating county until one of the following occur:

(1) Final architectural plans and specifications have been approved by the BSCC, and subsequent construction bids have been received.

(2) Documents prepared by a participating county pursuant to paragraph (1) of subdivision (d) of Section 20133 of the Public Contract Code have been approved by the BSCC, and subsequent design-build proposals have been received pursuant to that section.

(3) The participating county has notified the board of its intent to exercise an option to purchase the completed facility pursuant to Section 15820.921.

(b) The review and approval of plans, specifications, or other documents by the BSCC are for the purpose of ensuring the proper administration of moneys and the determination of whether the adult local criminal justice facility specifications comply with law and regulation. The BSCC may require changes in construction materials to enhance safety and security if materials proposed at the time of final plans and specifications are not essential and customary as used statewide for facilities of the same security level.

Participating counties are responsible for the acquisition, design, construction, staffing, operation, repair, and maintenance of the
adult local criminal justice facility.

(c) The BSCC shall establish minimum standards, funding schedules, and procedures, which shall take into consideration, but not be limited to, the following:

(1) Certification by a participating county of control of the adult local criminal justice facility site through either fee simple ownership of the site or comparable long-term possession of the site, and right of access to the adult local criminal justice facility sufficient to ensure undisturbed use and possession.

(2) Documentation of the need for the adult local criminal justice facility.

(3) A written adult local criminal justice facility proposal.

(4) Submittal of a staffing plan for the adult local criminal justice facility, including operational cost projections and documentation that the adult local criminal justice facility will be able to be safely staffed and operated within 90 days of completion, as may be applicable.

(5) Submittal of architectural drawings, which shall be approved by the BSCC for compliance with minimum adult detention facility standards and that shall also be approved by the State Fire Marshal for compliance with fire safety and life safety requirements.

(6) Documentation evidencing compliance with the California Environmental Quality Act.

(7) Provisions intended to maintain the tax-exempt status of the bonds, notes, or bond anticipation notes issued by the board.

15820.926. (a) The participating county contribution for adult local criminal justice facilities financed under this chapter shall be a minimum of 10 percent of the total project costs. The BSCC may reduce contribution requirements for participating counties with a general population below 200,000 upon petition by a participating county to the BSCC requesting a lower level of contribution.

(b) The BSCC shall determine the funding criteria. Funding consideration shall be given to counties that are seeking to replace existing compacted, outdated, or unsafe housing capacity or are seeking to renovate existing or build new facilities that provide adequate space for the provision of treatment and rehabilitation services, including mental health treatment. Funding preference shall be given to counties that are most prepared to proceed successfully with this financing in a timely manner. The determination of preparedness to proceed shall include, but not be limited to, counties providing documentation of adequate, available matching funds authorized by the county board of supervisors from a source or sources compatible with this financing authority as determined by the State Public Works Board in its sole discretion. A participating county may only add housing capacity using this financing authority if the requesting county clearly documents an existing housing capacity deficiency. Any county requesting to add housing capacity using this financing authority shall be required to certify and covenant in writing that the county is not and will not be leasing housing capacity to any other public or private entity for a period of 10 years beyond the completion date of the adult local criminal justice facility.

SEC. 10. The heading of Chapter 3.12 (commencing with Section 15820.100) of Part 10b of Division 3 of Title 2 of the Government Code, as added by Section 1 of Chapter 245 of the Statutes of 2007, is amended and renumbered to read:

CHAPTER 3.14. FINANCING OF SAN QUENTIN STATE PRISON CENTRAL HEALTH SERVICES FACILITIES
SEC. 11. Chapter 9.8 (commencing with Section 6270) of Title 7 of Part 3 of the Penal Code is repealed.
SEC. 12. Section 7021 of the Penal Code is repealed.
SEC. 13. Section 7050 of the Penal Code is amended to read: 
7050. (a) (1) Section 28 of Chapter 7 of the Statutes of 2007 contains an appropriation of three hundred million dollars ($300,000,000) for capital outlay to be allocated to renovate, improve, or expand infrastructure capacity at existing prison facilities. The funds appropriated by that section may be used for land acquisition, environmental services, architectural programming, engineering assessments, schematic design, preliminary plans, working drawings, and construction.
(2) These funds may also be used to address deficiencies related to utility systems owned by local government entities and serving state prison facilities subject to the provisions of Section 54999 of the Government Code. The department shall report on any funds to be expended for this purpose to the Joint Legislative Budget Committee. If the committee fails to take any action with respect to each notification within 20 days after submittal, this inaction shall be deemed to be approval for purposes of this section.
(3) These funds may also be used for the design and construction of improvements to dental facilities at state prison facilities.
(4) These funds may also be used for the design and construction of improvements to medication distribution facilities at state prison facilities.
(5) This subdivision authorizes the scope and cost of a single capital outlay project for purposes of calculating augmentations pursuant to Section 13332.11 or 13332.19.
(b) The scope and costs of the projects described in subdivision (a) of this section shall be subject to approval and administrative oversight by the State Public Works Board, including augmentations, pursuant to Section 13332.11 or 13332.19 of the Government Code. The availability of an augmentation for each individual project allocation shall be based on the total applicable capital outlay appropriation contained in Section 28 of Chapter 7 of the Statutes of 2007 and is not limited to 20 percent of the individual project allocation. These requirements shall be applied separately to each institution. All of the necessary infrastructure improvements at each institution may be treated as one project such that there would be one infrastructure improvement project at each institution. The scope and cost of each infrastructure improvement project shall be established by the board individually. The amount of the total appropriation in Section 28 of Chapter 7 of the Statutes of 2007 that is necessary for each infrastructure improvement project shall be allocated by institution. The appropriation may be allocated based on current estimates. These initial allocations may be adjusted commensurate to changes that occur during the progression of the projects. As allocations are made or adjusted, the anticipated deficit or savings shall be continuously tracked and reported. Once the total appropriation has been allocated, any augmentation necessary to fund an anticipated deficit shall be based on the total appropriation and allocated to each project as necessary. Concurrent with the request to the board to establish each project authorized pursuant to this section, the Department of Corrections and Rehabilitation shall report the associated scope, cost, and schedule information to the Joint Legislative Budget Committee.
(c) The projects authorized pursuant to this section shall be part of the Department of Corrections and Rehabilitation's Master Plan, as defined in Section 7000.
(d) The reporting requirements set forth in Sections 7000 to
7003.5, inclusive, shall apply separately to each project authorized pursuant to this section.

SEC. 14. (a) (1) The Department of Corrections and Rehabilitation is authorized to design and construct three Level II dorm facilities adjacent to one or more of the following institutions: Folsom State Prison; California State Prison, Sacramento; California Medical Facility; California State Prison, Solano; Mule Creek State Prison; California Institution for Men; and Richard J. Donovan Correctional Facility. The Department of Corrections and Rehabilitation may use funding appropriated in Section 28 of Chapter 7 of the Statutes of 2007 to complete site suitability studies at these locations.

(2) The Department of Corrections and Rehabilitation shall notify the State Public Works Board of its proposed siting locations and the State Public Works Board shall authorize the final siting of the facilities authorized in this section. Concurrent with this notification to the State Public Works Board, the Department of Corrections and Rehabilitation shall report to the Joint Legislative Budget Committee the scope and cost information associated with the proposed final siting of the facilities.

(3) The Department of Corrections and Rehabilitation is authorized to use design-build project delivery for the project authorized in this section pursuant to the provisions of Section 14661.1 of the Government Code. The project authorized in this section shall constitute a single prison facility for purposes of the limitation in Section 14661.1 of the Government Code. The provisions of Section 13332.19 of the Government Code shall apply to this project.

(4) It is the intent of the Legislature that these facilities will be designed to provide flexible housing for various inmate subpopulations, including, but not limited to, those with disabilities, intermediate medical needs, or mental health treatment needs.

(5) The State Public Works Board shall not be deemed a lead or responsible agency for purposes of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) for any activities under the State Building Construction Act of 1955 (Part 10b (commencing with Section 15800) of Division 3 of Title 2 of the Government Code). This paragraph does not exempt the Department of Corrections and Rehabilitation from the requirements of the California Environmental Quality Act. This paragraph is declaratory of existing law.

(b) The State Public Works Board may borrow funds for project costs from the Pooled Money Investment Account pursuant to Sections 16312 and 16313 of the Government Code. In the event any of the revenue bonds, notes, or bond anticipation notes authorized by this section are not sold, the Department of Corrections and Rehabilitation shall commit a sufficient amount of its support appropriation to repay any loans made for the project authorized in this section.

(c) (1) The State Public Works Board may issue up to eight hundred ten million dollars ($810,000,000) in revenue bonds, notes, or bond anticipation notes, pursuant to Chapter 5 (commencing with Section 15830) of Part 10b of Division 3 of Title 2 of the Government Code to finance the design, construction, and construction-related costs for the project authorized in this section.

(2) The Department of Corrections and Rehabilitation and the State Public Works Board are authorized and directed to execute and deliver any and all leases, contracts, agreements, or other documents necessary or advisable to consummate the sale of bonds or otherwise effectuate the financing for the project authorized in this section.

(3) Notwithstanding Section 13340 of the Government Code, funds
derived pursuant to this section are hereby continuously appropriated for the purposes of this section.

SEC. 15. The Department of Corrections and Rehabilitation shall remove all inmates from, cease operations of, and close the California Rehabilitation Center located in Norco, California, no later than either December 31, 2016, or six months after construction of the three Level II dorm facilities authorized in Section 14 of this act, whichever is earlier.

SEC. 16. The sum of one thousand dollars ($1,000) is hereby appropriated from the General Fund to the Department of Corrections and Rehabilitation for administration.

SEC. 17. This act is a bill providing for appropriations related to the Budget Bill within the meaning of subdivision (e) of Section 12 of Article IV of the California Constitution, has been identified as related to the budget in the Budget Bill, and shall take effect immediately.