



Grants Report

DRAFT

County Executive Office/Legislative Affairs

September 13, 2022
Item No: 29

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 September 13, 2022, 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 Ratified Grant Award and Adopt Resolution – Sheriff Coroner – Surrendered and Abandoned Vessel Exchange (SAVE) – \$60,000
2. Approve Grant Award – Sheriff Coroner – Drug Prevalence in DUI Drivers – \$150,000
3. Approve Retroactive Grant Award and Agreement – Health Care Agency – Housing Opportunities for Persons with AIDS (HOPWA) – \$921,152
4. Approve Retroactive Grant Award – Health Care Agency – Closed Landfill Oversight – \$359,640
5. Approve Retroactive Grant Award – Health Care Agency – CalFresh Healthy Living Program – \$3,275,088
6. Approve Grant Award – Health Care Agency – Tobacco Use Prevention Program Proposition 99 and Proposition 56 – \$1,180,952
7. Approve Grant Award – Health Care Agency – Congressional Directed Spending (CDS): Construction Projects – \$2,000,000
8. Approve Retroactive Grant Award and Adopt Resolution – OC Community Resources – Medicare Improvements for Patients and Providers (MIPPA) – \$219,432
9. Approve Grant Award – OC Community Resources – Regional Parks Program Grant – \$1,175,896

10. Approve Retroactive Grant Application – Social Services Agency – California Department of Aging Access to Technology Initiative – \$3,487,249

11. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.

ORANGE COUNTY SHERIFF'S DEPARTMENT

EXTERNAL MEMO

To: Frank Kim, County Executive Officer
From: Don Barnes, Sheriff-Coroner
Date: August 29, 2022
RE: Ratify Request to Accept the Surrendered and Abandoned Vessel Exchange (SAVE) Grant

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=CEO,
 ou=County Executive Office,
 email=Frank.Kim@ocgov.com,
 c=US
 Date: 2022.09.01 10:28:58 -0700



The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant acceptance application for the Board of Supervisors Meeting on September 13, 2022. The Sheriff-Coroner Department also requests ratified approval of the grant award for the 2022 Surrendered and Abandoned Vessel Exchange (SAVE) Grant.

The Sheriff received an award notice on August 12, 2022, requiring that the Sheriff accept the funding award before September 11, 2022. However, an application for grant acceptance was not submitted before the thirty-day deadline because the documentation needed internal review and approval from County Counsel. Additionally, the Sheriff could not schedule a regular meeting date for the Board of Supervisors due to no scheduled meetings.

The SAVE program, formerly called the Abandoned Watercraft Abatement Fund (AWAF) and the Vessel Turn-In Program (VTIP), is designed to remove, reduce and prevent abandoned recreational vessels from entering our waterways. The program was enacted in 1998 and 2010, respectively, and has provided millions of dollars in grants statewide and has also successfully removed thousands of vessels. For some time, the City of Newport has covered abandoned vessel costs in the County's jurisdiction. Still, the City has recently taken on more responsibilities and requires more available funding to cover its current obligations. Therefore, the County will need funding to cover the cost of removing abandoned vessels.

The Sheriff is now returning to the Board for award acceptance and will utilize the SAVE awarded funding of \$60,000 to cover the County's cost of removing abandoned vessels. The grant requires an in-kind or cash match of 10%; therefore, the Sheriff plans to use funding and in-kind activities for the required match. The Sheriff-Coroner Department will serve as the County fiscal agent, and the Sheriff's grant management personnel will provide oversight for the grant submission of the application and affiliated documents. This grant is for a two-year cycle, with the first year commencing October 1, 2022, and ending on September 30, 2024.

If you have any questions about the grant, please contact Monique Vansuch, Grant Manager, at (714) 834-3201.

CC: Monique Vansuch, Grant Manager, Financial Administration Division
 Miriam Torrez, Grant Specialist, Financial Administration Division



CEO-Legislative Affairs Office Grant Authorization eForm

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 19, 2022
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Surrendered and Abandoned Vessel Exchange (SAVE) Grant
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Division of Boating and Waterways
Application Amount Requested:	\$60,000
Application Due Date:	April 29, 2022
Board Date when Board Approved this Application:	April 12, 2022
Awarded Funding Amount:	\$60,000
Notification Date of Funding Award:	August 12, 2022
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2018/2019: \$40,000.00 2020/2021: \$50,000.00 2021/2022: \$60,000.00
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input checked="" type="checkbox"/> 10% or \$6,000 in-kind match. No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	The required match may be in cash or through in-kind contributions. For past grant years OCSD has satisfied the match requirement through in-kind contributions, such as, personnel hours (verifiable base net hourly rates only) and excess expenses above and beyond the grant amount of \$6,000.00 such as storage, removal, etc. OCSD will use funding and/or in-kind activities for the required match.
Will the grant/program create new part or full-time positions?	No.
Purpose of Grant Funds:	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.
The proactive Vessel Turn-In Program (VTIP) grant was created in 2010 as a solution to prevent abandoned vessels before they happen. By providing an easy and accessible alternative for boat owners to surrender an unwanted vessel to a participating agency instead of abandonment, this program eliminates the expensive, complicated, and time-consuming adjudication and removal process that abandoned vessels often require. Moreover, the VTIP also works to safeguard public and boater safety by preventing the risk of harmful water hazards and protecting the environment by avoiding discharges of oils, gas, sewage, and other toxic pollutants that may leak from an abandoned vessel into the waterways and fragile habitats.	



CEO-Legislative Affairs Office
Grant Authorization eForm

Attachment A

The City of Newport has covered abandoned vessels' costs but has recently taken on more responsibility. With that, the City of Newport requires more of its available funding to cover its current obligations, and the County will need funding to cover the cost of removing some of the abandoned vessels. The \$60,000 in Surrendered and Abandoned Vessel Exchange (SAVE) grant funding from the Division of Boating and Waterways will cover the County's cost for removing abandoned vessels. The grant requires an in-kind or cash match of 10%. The Sheriff-Coroner Department plans to use funding and in-kind activities for the required match. This grant is a fund for a two-year cycle, with the first year commencing October 1, 2022, and ending on September 30, 2024. There will be no change in the net General Fund cost and no additional staff.

Board Resolution Required?

(Please attach document to eForm)

Yes ☒

No ☐

Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

Wendy Phillips, Senior Deputy County Counsel, approved the resolution.

Recommended Action/Special Instructions

(Please specify below)

Authorize the Sheriff-Coroner or designee to sign all necessary documents required for acceptance of the grant funds and any future documents essential for receipt of the grant funds from the California Department of Parks and Recreation, Division of Boating and Waterways.

Sheriff also requests approval of a grant resolution addressing the requirements of the grant.

Department Contact :

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

Monique Vansuch, Administrative Manager
MVansuch@ocsheriff.gov
(714) 834-3201

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:

Deputy Jacob Betham
Jbethem@ocsheriff.gov
(949)723-1002

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 13, 2022

Resolution NO. -

A RESOLUTION TO ACCEPT GRANT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION,
DIVISION OF BOATING AND WATERWAYS, FOR BOATING
SAFETY AND ENFORCEMENT EQUIPMENT

WHEREAS, the County of Orange, Sheriff-Coroner, applied to the California Department of Parks and Recreation, Division of Boating and Waterways, for abandoned watercraft abatement funds for the **Sheriff-Coroner of the County of Orange**; and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways, has approved **Sheriff-Coroner of the County of Orange** to receive **\$60,000** in abandoned watercraft abatement funds and now requires a resolution accepting these grant funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the **County of Orange** as follows:

Sheriff-Coroner Don Barnes is hereby authorized to accept a California Department of Parks and Recreation, Division of Boating and Waterways, grant in the amount of \$60,000 for abandoned watercraft abatement funds on behalf of the **Sheriff-Coroner of the County of Orange**, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED, the following positions are authorized to execute, on behalf of the County of Orange, all documents necessary to accept the grant:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director
- Captain
- Administrative Manager

BE IT FURTHER RESOLVED, to Authorize the positions mentioned above to execute, on behalf of the County of Orange, any future documents necessary for receipt of the grant funds from the California Department of Parks and Recreation, Division of Boating and Waterways, if those actions do not materially change the terms or amounts of the County's commitment as it is reflected in all above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that the 10% in-kind match will be fulfilled with in-kind activities.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	8/23/22
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Drug Prevalence in DUI Drivers
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California Office of Traffic Safety
Application Amount Requested:	\$ 167,937.67
Application Due Date:	1/30/2022
Board Date when Board Approved this Application:	1/25/22
Awarded Funding Amount:	\$150,000
Notification Date of Funding Award:	8/18/22
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2017: \$270,000 2018: \$316,000 2019: \$350,000 2020: \$117,000 2021: \$299,850
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	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.
<p>The Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up to date Toxicology services, the laboratory plans to send staff to training and supplement the toxicology staff with overtime to improve turnaround times through funding from the California Office of Traffic Safety. The cost for the total compensation for overtime and training for current staff is \$150,000.00</p>	
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved)	Resolution not required for this grant. Nicole A. Sims, Supervising Deputy County Counsel, reviewed the Grant Agreement.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

the Resolution)	
Recommended Action/Special Instructions (Please specify below)	
Request authorization to accept the Drug Prevalence in DUI Drivers Grant from the State of California Office of Traffic Safety in the amount of \$150,000.00 for the grant period October 1, 2022 through September 30, 2023, and for the Sheriff-Coroner, the Director of the Crime Lab, and the Director of Sheriff's Financial Services to execute the Grant Agreement.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Bruce Lyle, 714-834-6392	
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:
Stephanie Callian, Director	



CLAYTON CHAU, MD, PhD, MASL
AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

MARGARET BREDEHOFT, DrPH
CHIEF OF PUBLIC HEALTH SERVICES

PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701

PHONE: (714) 834-3882

E-MAIL: Mbreddehft@ochca.com
www.ochcahealthinfo.com

DATE: August 25, 2022

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2022.09.06 15:25:13 -0700

FROM: Clayton Chau, MD, PhD, Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director
Margaret Bredehft, DrPH, Chief of Public Health Services

SUBJECT: Retroactive Request to Accept Award for Housing Opportunities for Persons with AIDS (HOPWA)

This memo is being submitted to request that the County Executive Officer place the subject grant award on the September 13, 2022, Board of Supervisors (Board) Meeting Agenda.

The City of Anaheim provides funding to the HIV Planning and Coordination unit, to provide housing services and support services for people living with HIV (PLWH) in Orange County. The program is intended for PLWH who have no other available housing assistance. This Agreement is \$921,152 for the period of July 1, 2022, through June 30, 2023.

On August 9, 2022, the City of Anaheim notified Orange County Health Care Agency (HCA) of the agreement to award funds. The Agreement was routed per policy for Program Support, Risk Management, Compliance, and County Counsel review. Due to the review process, policy guidelines for timing and available Board dates, HCA is respectfully requesting the approval to accept the award for HOPWA grant agreement.

If you have any questions about the grant, please contact Dr. Margaret Bredehft, Chief of Public Health Services at (714) 834-3882.

Thank you for your consideration,

DocuSigned by:

AFEE619990EB464...
Clayton Chau, MD, PhD
Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 22, 2022
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Housing Opportunities for Persons with AIDS (HOPWA)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	City of Anaheim
Application Amount Requested:	\$894,322
Application Due Date:	N/A; funding is awarded based on allocation
Board Date when Board Approved this Application:	July 27, 2021 (Continuing Grant Matrix)
Awarded Funding Amount:	\$921,152
Notification Date of Funding Award:	August 9, 2022
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2021-22 awarded amount: \$894,322
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Allocation award
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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.
<p>HOPWA funds are allocated to housing and support services for low- income individuals living with HIV to prevent homelessness. Services include short-term supportive housing; emergency payments for rent, mortgage, and utilities; emergency payments for rent or utility deposits; housing placement assistance; and group education on practical living skills.</p> <p>The Agreement contains an indemnification provision that differ from County standard indemnification provision, requiring the County to indemnify the City of Anaheim against claims and liabilities that relate and/or result from County's performance of its obligations under the agreement. CEO/Risk Management has reviewed and approved the non-standard indemnification provision.</p>	
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	
Recommended Action/Special Instructions (Please specify below)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

1. Approve the Agreement between County of Orange and City of Anaheim for the term July 1, 2022 through June 30, 2023 in the amount of \$921,152 to provide housing and supportive services for persons living with HIV infection.
2. HCA requests the Chairman of the Board and Clerk of the Board of Supervisors to sign page 10 of the Agreement in 3 copies.
3. Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Agreement 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.

Department Contact:

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

Margaret Bredehft
MBredehft@ochca.com
714-834-3882

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:

Dr. Clayton Chau

**COOPERATIVE AGREEMENT BETWEEN
COUNTY OF ORANGE AND
CITY OF ANAHEIM**

This Cooperative Agreement ("Agreement") is hereby entered into for the term of July 1, 2022 through June 30, 2023, by and between the CITY OF ANAHEIM, a charter city and municipal corporation organized under the Constitution and laws of the State of California ("City"), and the COUNTY OF ORANGE ("County").

RECITALS:

A. City, who on behalf of all jurisdictions in Orange County, has been designated to receive supplemental grant funding provided by the U.S. Department of Housing and Urban Development (HUD) pursuant to the Housing Opportunities for Persons with AIDS (HOPWA) Program (the "HOPWA" Program).

B. County has provided leadership and is responsible for planning, providing and contracting for comprehensive HIV services and has prepared, in conjunction with the HIV Planning Council, Orange County's HIV Plan for providing such services.

C. City wishes to contract with County in order to obtain supportive housing services by contract for persons with HIV disease, which services shall be administered and monitored by County. The supplemental funds provided under the CARES Act are to be used by HOPWA grantees as additional funding to maintain operations and for rental assistance, supportive services, and other necessary actions, in order to prevent, prepare for, and respond to coronavirus.

D. County is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. COUNTY SERVICES

A. County shall serve as "HOPWA Project Sponsor" for the purpose of contracting with organizations to provide supportive housing services, to persons with HIV/AIDS residing in Orange County.

B. Nothing in this Agreement shall prevent City from entering into one or more agreements with other political subdivisions within the County, if deemed necessary and advisable to do so by City; provided however, the obligations and rights covered by this Agreement shall not be altered or reduced, except as mutually agreed to in writing by City and County.

C. County shall utilize competitive bidding and contracting procedures for supportive housing services as required in HOPWA program regulations. As HOPWA Project

Sponsor, County's responsibilities and payments cover appropriate monitoring and administration of contracts resulting from competitive bid.

D. County shall ensure that each agency subcontractor receiving funds through this Agreement operates in accordance with the requirements of the applicable HUD regulations for the HOPWA Program and other federal, state and local regulations as appropriate.

E. County shall conduct an ongoing assessment of the supportive housing services required by the participants in the program.

F. County shall assure the adequate provision of supportive services to the participants in the program.

G. County shall comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner. Quarterly and Annual progress reports will be submitted by County within forty-five (45) days after the quarter/year ends in a form consistent with the HOPWA Program's "Consolidated Annual Performance and Evaluation Report (CAPER) Measuring Performance Outcomes" attached hereto as Exhibit A or any other form that HUD may require. The report shall include copies of all Requests For Proposals (RFPs) released by County pursuant to this Agreement, copies of contracts between County and service providers, as well as a summary of program budgets and financial disbursements made under the terms of this Agreement.

H. "Contract Officers" means the County's Health Care Agency Contract Development Division and the City's Housing Program's Manager.

I. County shall ensure that any County Subgrantee/Subcontractor receiving funds through this Agreement is informed that it must abide by the same terms and conditions and responsibilities as set forth in this Agreement for the County to follow.

II. BUDGET

A. The following budget is an estimate only, of the costs of providing the services hereunder. This budget may be modified by mutual written agreement of the Contract Officers. The maximum obligation hereunder is \$921,152.00.

Supportive Housing Services	\$858,549.46
Administration* (see B. below)	\$62,602.54
	\$921,152.00

The Administration costs shall be seven percent (7%) of the *actual* expended grant funds.

B. All services and expenditures will be performed by June 30, 2023 and invoiced by August 15, 2023. Any remaining funds under this Agreement will be de-obligated upon termination of this Agreement.

III. PAYMENTS/COST REPORT

A. City shall pay County for the actual costs of providing the services hereunder, whether provided directly by County or its subcontractors, provided, however, the total of all payments to County shall not exceed the Maximum Obligation as specified hereinabove.

B. County shall invoice City monthly, in arrears, based on the actual cost of providing and contracting for the services hereunder. County shall submit each invoice within forty-five (45) days after the end of each month. City shall pay County no later than thirty (30) days following receipt of such invoice and complete documentation of services performed, cost and number of persons served. Final invoice must be submitted by August 15, 2023.

C. All invoices submitted by County shall be accompanied by source documentation including, but not limited to, journals, time sheets, canceled checks, invoices and records of services provided.

D. At such times and in such a format as the Contract Officers mutually agree in writing, County shall prepare and submit to City report(s) of administrative costs incurred by County in the performance of this Agreement.

E. The Cost Report(s) shall be financial and statistical report(s) submitted by County to City, and shall serve as the basis for Final Settlement of this Agreement. The Cost Report (s) shall detail all costs incurred by County to provide services hereunder.

F. Final Settlement shall be based upon the actual costs incurred by County to provide services hereunder. If the Cost Report(s) indicates the total of City's payments to County are less than County's cost to provide the services hereunder, City shall pay County the difference; provided, however, the total payment shall not exceed the Maximum Obligation. Payment due pursuant to the Cost Report(s) shall be made within thirty (30) days of the Final Settlement determination.

IV. DISPUTE RESOLUTION

A. Either party may give written notice to the other, setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purposes and obligations of this Agreement. Such notice shall be provided by and to the Contract Officer on behalf of the parties. The Officers shall have fifteen (15) working days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) days.

B. If the Officers are unable to obtain resolution of the issue(s), they shall submit a joint written Statement describing the facts of the issue, within thirty (30) days after the written notice described above to the Orange County Health Care Agency (HCA) Director and to the Executive Director of the Community and Economic Development Department or designee for resolution. If the Officers are unable to prepare a joint statement, each shall submit separate statements to the HCA Director and Executive Director of City's Community and Economic Development Department within the thirty (30) day period. Such persons shall meet and make their best effort to resolve the matter within thirty (30) days following submission of the statements.

Resolution of the dispute or lack thereof, by the HCA Director and Executive Director or designee shall be documented in the form of written correspondence exchanged by such persons within ten (10) days following their meeting.

V. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, its officers, agents and employees from and against those claims, arising out of the negligent act, error or omission of the other party, its officers, directors, employees in the performance of the party's services and/or activities under this Agreement.

VI. INSPECTIONS AND AUDITS

A. Any authorized representative of City, any authorized representative of the State of California, the United States Department of Health and Human Services, the United States Department of Housing and Urban Development or any of their authorized representatives, shall have access to County books, documents, and records, which such persons deem pertinent to the Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records/Confidentiality paragraph of this Agreement and the premises in which they are provided.

B. County 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 Agreement, and shall provide the above mentioned persons adequate office space to conduct such evaluation or monitoring.

VII. LICENSES AND LAW

A. County, its officers, agents, employees, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States Department of Health and Human Services, State of California, County and any other applicable governmental agencies.

B. County shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter changed. These laws, rules, and regulations shall include, but not be limited to the following:

1. United States Code (U.S.C.A.), Title 42, Section 12901-12912, AIDS Housing Opportunity Act.
2. Code of Federal Regulations (CFR), Title 24, Part 574, Housing Opportunities for Persons with AIDS.
3. 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

VIII. NONDISCRIMINATION

A. County warrants that it has developed and does maintain an Affirmative Action program for employment which includes goals and timetables for employment of women and minorities, which program meets the Affirmative Action Guidelines of the United States Equal Opportunity Commission and all appropriate state and federal laws and regulations.

B. Neither County, nor any of its contractors, shall discriminate in the provision or services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §2000d 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.

C. County and its contractors shall agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42U.S.C.A. 12101 et seq.), pertaining to the prohibition of discrimination against qualified disabled persons in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. Neither County, nor its employees, agents, or contractors 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.

IX. NOTICES

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class

or certified mail, postage prepaid, or sent by facsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

If to CITY:

City Clerk City of Anaheim
200 S. Anaheim Boulevard, 2nd Floor
Anaheim, California 92805
FAX No. (714) 765-4105

With copies to:

Director
Housing and Community Development Department
City of Anaheim
201 S. Anaheim Boulevard, 10th Floor
Anaheim, California 92805
FAX No. (714) 765-4630

City Attorney
City of Anaheim
200 S. Anaheim Boulevard, 3rd Floor
Anaheim, California 92805
FAX No. (714) 765-5123

If to COUNTY:

County of Orange
Health Care Agency
405 West 5th Street, 6th Floor
Santa Ana, CA 92701

A party may change its address by giving notice in writing to the other party. Thereafter, any notice, tender, demand, delivery, or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery, or other communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by facsimile, any notice, tender, demand, delivery, or other communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

X. RECORDS/CONFIDENTIALITY

A. The parties, and any subcontractors, shall prepare and maintain any records required by laws, regulations and procedures applicable to their responsibilities under this Agreement.

B. The parties agree to maintain the confidentiality of any records which pertain to this Agreement in accordance with applicable state and federal laws and regulations. Financial

records related to this Agreement shall be maintained for two (2) years after termination of this Agreement.

C. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement.

XI. JURISDICTION/VENUE

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

XII. SEVERABILITY

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

XIII. INDEPENDENT CONTRACTOR

County 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 Agreement. County is entirely responsible for compensating staff and consultants employed by County. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between County and City or any of County's employees, agents, or subcontractors, or principal and agent, between County and City or any of County's employees. County assumes exclusively the responsibility for the acts of its employees, agents or subcontractors as they relate to the services to be provided during the course and scope of their employment. County, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.

XIV. TERM

The term of this Agreement shall commence and terminate as specified herein, unless otherwise sooner terminated as provided in this Agreement; provided, however, County shall be obligated to

perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

XV. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice given the other party.

B. Either party may terminate this Agreement, upon thirty (30) days written notice given the other party for material breach after failure to resolve the breach pursuant to the Dispute Resolution paragraph of this Agreement.

C. The rights and remedies of County or City 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 Agreement.

XVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including but not limited to any subcontractors or any patients provided services hereunder.

XVII. WAIVER OF DEFAULT OR BREACH

Waiver of any default by County or City shall not be considered a waiver of any subsequent default. Waiver of any breach of County or City of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by County or City shall not be considered a modification of the terms of this Agreement.

XVIII. MISCELLANEOUS PROVISIONS

A. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

B. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

(Remainder of page intentionally left blank; signatures on next page)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"ANAHEIM"

CITY OF ANAHEIM,
a municipal corporation and charter city

Dated: _____, 2022

By: _____
Grace Ruiz-Stepter
Director, Housing and Community
Development Department

ATTEST:

THERESA BASS, CITY CLERK

By: _____
City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Leonie Mulvihill 
Assistant City Attorney

[Signatures continued on next succeeding page.]

"COUNTY OF ORANGE"

By: _____
Chairman of the Board of Supervisors

**SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE
BOARD.**

By: _____
Robin Stieler
Clerk of the Board of Supervisors
of Orange County, California

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

By:  _____ 8/22/2022
DocuSigned by:
79055CA571A94F8...

139631v3/LHM



CLAYTON CHAU, MD, PhD, MASL
AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

MARGARET BREDEHOFT, DrPH
CHIEF OF PUBLIC HEALTH SERVICES

PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701

PHONE: (714) 834-3882

E-MAIL: mbredehoft@ochca.com
www.ochcahealthinfo.com

DATE: September 1, 2022

TO: Frank Kim, County Executive Officer

Frank Kim
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange,
ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.09.06 10:35:34 -0700

FROM: Clayton Chau, MD, PhD, Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director
Margaret Bredehoft, DrPH, Chief of Public Health Services

DS
Clayton Chau

DS
Mindy Winterswyk

DS
Margaret Bredehoft

SUBJECT: Retroactive Request to Accept Award for Closed Landfill Oversight

This memo is being submitted to request that the County Executive Officer to place the subject grant award on the September 13, 2022, Board of Supervisors (Board) Meeting Agenda.

The California Environmental Protection Agency - Department of Toxic Substances Control (DTSC) requested the Health Care Agency, Environmental Health Division to enter into an Agreement to assist with regulatory oversight at the El Toro former Marine Corps Air Station (MCAS) facility. There are a number of closed landfills located on the premises of the El Toro former MCAS facility that are within the regulatory jurisdiction of Environmental Health, and a number of state regulatory agencies, including DTSC, are currently involved in the remediation efforts undertaken and coordinated by the U.S. Department of the Navy. The agreement funds are to be used to reimburse Environmental Health for staff time spent performing site inspections at the El Toro former MCAS facility and associated activities: project management, report reviews, electronic/letter correspondence, and file review/management. The Amended Agreement covers FY 2022-23, in the amount of \$179,820.04, and FY 2023-24, in the amount of \$179,820.04.

On August 8, 2022, DTSC notified Orange County Health Care Agency (HCA) of the Amended Agreement to award funds. The process to accept the funds was initiated, however, based on timing to review documents, along with available Board meeting dates, HCA is respectfully requesting the approval to accept the award.

If you have any questions about the grant, please contact Dr. Margaret Bredehoft, Chief of Public Health Services at (714) 834-3882.

Thank you for your consideration,

DocuSigned by:
Clayton Chau 9/1/2022
AFEE619990EB464...
Clayton Chau, MD, PhD
Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	9/01/22
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Closed Landfill Oversight
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Environmental Protection Agency - Department of Toxic Substances Control (DTSC)
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$359,640
Notification Date of Funding Award:	8/8/22
Is this an Authorized Retroactive Grant Application/Award? yes (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input type="checkbox"/> Other <input checked="" type="checkbox"/> Explain: Amended FY 21-22 Agreement to extend through FY 22-23 and FY 23-24.
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2021-2022: \$164,920
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: The DTSC has requested the Health Care Agency, Environmental Health Division to enter into an Agreement to assist with regulatory oversight at the former El Toro Marine Corps Air Station.
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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 California Environmental Protection Agency - Department of Toxic Substances Control (DTSC) requested the Health Care Agency, Environmental Health Division to enter into an Agreement to assist with regulatory oversight at the El Toro former Marine Corps Air Station (MCAS) facility. There are a number of closed landfills located on the premises of the El Toro former MCAS facility that are within the regulatory jurisdiction of Environmental Health, and a number of state regulatory agencies, including DTSC, are currently involved in the remediation efforts undertaken and coordinated by the U.S. Department of the Navy. The agreement funds are to be used to reimburse Environmental Health for staff time spent performing site inspections at the El Toro former MCAS facility and associated activities: project management, report reviews, electronic/letter correspondence, and file review/management. Funds will be paid from the Memorandum of Agreement and a Cooperative Agreement between the U.S. Department of Defense (DoD) and State of California to expedite cleanup of hazardous waste sites located on the DoD installations currently or formerly owned by the DoD within the State of California and to ensure	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

compliance with applicable State law and regulations.

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)

Authorize the Health Care Agency Director, or designee, to execute the amended DTSC Standard Agreement No. 20-T4910 and accept funds not to exceed \$179,820.04 for fiscal year 2022/2023 and \$179,820.04 for fiscal year 2023/2024.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to the Agreement referenced above that do not change the Agreement amount by more than 10% of the original amount and/or do not materially change the scope of work.

Department Contact :

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

Margaret Bredehoft (714) 834-3882 mbredehoft@ochca.com
Christine Lane (714) 433-6473 clane@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:

Margaret Bredehoft (714) 834-3882



CLAYTON CHAU, MD, PhD, MASL
AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

MARGARET BREDEHOFT, DrPH
CHIEF OF PUBLIC HEALTH SERVICES

PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701

PHONE: (714) 834-3882

E-MAIL: mbredehoft@ochca.com
www.ochcahealthinfo.com

DATE: August 18, 2022

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2022.09.06 15:25:41 -0700

FROM: Clayton Chau, MD, PhD, Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director
Margaret Bredehoft, DrPH, Chief of Public Health Services

SUBJECT: Retroactive Request to Accept Award for CalFresh Healthy Living Amendment

This memo is being submitted to request that the County Executive Officer to place the subject grant award on the September 13, 2022, Board of Supervisors (Board) Meeting Agenda.

The California Department of Public Health (CDPH), Nutrition Education and Obesity Prevention Supplemental Nutrition Assistance Program provides funding to the Orange County Health Care Agency to implement local nutrition education and obesity prevention programs for low income Orange County residents and act as the lead agency in concert with other public health programs and community-based organizations for delivery of services. This Agreement is a no cost, fee-for-service agreement for the period of October 1, 2022, through September 30, 2023.

On July 14, 2022, CDPH notified Orange County Health Care Agency (HCA) of an Amendment to the agreement to award funds. The process to accept the funds was initiated, but upon review of the contract documents, minor revisions to documents by CDPH were needed. Based on timing to review documents and ensure appropriate revisions were made, along with available Board meeting dates, HCA is respectfully requesting the approval to accept the award for CalFresh Healthy Living Agreement Amendment.

If you have any questions about the grant, please contact Dr. Margaret Bredehoft, Chief of Public Health Services at (714) 834-3882.

Thank you for your consideration,

DocuSigned by:

8/23/2022

AFEE619990EB464...

Clayton Chau, MD, PhD
Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	08.17.22
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Amendment to CalFresh Healthy Living Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH)
Application Amount Requested:	\$3,275,088
Application Due Date:	N/A; funding is awarded based on an allocation
Board Date when Board Approved this Application:	08/09/2022 (Continuing Funding Grant Matrix)
Awarded Funding Amount:	\$3,275,088
Notification Date of Funding Award:	07.14.2022
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FFY16-19 \$10,742,190 FFY19-22 \$9,825,264
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Annual Allocation
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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 purpose of this Grant is to provide Supplemental Nutrition Assistance Program-Education (SNAP-Ed allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living program in the county. The negative health effects of obesity and resulting chronic disease are well-documented. The focus of the Project is health promotion and community change efforts to help the target audience (SNAP-Ed eligible Californians) establish healthy eating habits and a physically active lifestyle and for primary prevention of disease. As the local health department (LHD), Health Care Agency is to implement local nutrition education and obesity prevention programs and act as the lead agency in concert with other public health programs and community-based organizations for delivery of services.
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	



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Recommended Action/Special Instructions

(Please specify below)

The HCA respectfully requests that the Board takes the following action:

1. Accept the CalFresh Healthy Living Program- Amendment in the total amount of \$3,275,088 for the period of October 1, 2022 through September 30, 2023, for a revised total funding amount of \$13,100,352.
2. Approve the Amendment A01 to Agreement Number 19-10360 and authorize the HCA Director, or designee, to execute the Amendment to the Agreement and such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.
3. Authorize the Health Care Agency Director, or designee, to sign the Amended Grant Agreement Number 19-10360 A01

Department Contact :

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

Dr. Margaret Bredehoft, 714-834-3882 mbredehoft@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:

Dr. Clayton Chau



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Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	09.01.22
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Tobacco Use Prevention Program Proposition 99 and Proposition 56 California Tobacco Tax funding – Local Lead Agency 2022-2025 Comprehensive Tobacco Control Plan
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH) – California Tobacco Control Program (CTCP)
Application Amount Requested:	\$1,138,198
Application Due Date:	N/A; funding is awarded based on an allocation
Board Date when Board Approved this Application:	08/09/2022 (Continuing Funding Grant Matrix)
Awarded Funding Amount:	\$1,180,952
Notification Date of Funding Award:	08.24.2022
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FFY: 04-07: \$1,629,687 FFY: 07-10: \$1,628,187 FFY 10-13: \$1,290,331 FFY 13-14: \$288,281 FFY 14-17: \$801,575 FFY 17-21: \$8,234,720
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Allocation
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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.
<p>The purpose of this Grant is to provide comprehensive tobacco control programs in a coordinated effort to implement population-level interventions to reduce appeal and acceptability of tobacco use, increase tobacco use cessation, reduce secondhand smoke exposure, and prevent initiation of tobacco use among young people.</p> <p>As the Local Lead Agency, the Orange County Health Care Agency Tobacco Use Prevention Program is to implement a local plan for comprehensive community interventions against tobacco use.</p>	
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	
Recommended Action/Special Instructions	



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Attachment A

(Please specify below)

The HCA respectfully requests that the Board takes the following actions:

1. Accept the LLA Allocation Agreement for Proposition 99 and Proposition 56 Funds in the total amount of \$1,180,952 for the period of July 1, 2022 through June 30, 2023.
2. Authorize the Health Care Agency Director, or designee, to sign the Acceptance of Allocation Agreement, Number CTCP-21-30, for Fiscal Year 2022-2023.

Department Contact :

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

Dr. Margaret Bredehoft, 714-834-3882 mbredehoft@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:

Dr. Clayton Chau



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	9/6/22
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Congressional Directed Spending (CDS): Construction projects
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Health and Human Services, Health Resources & Services Administration (HRSA)
Application Amount Requested:	\$2,000,000
Application Due Date:	June 6, 2022
Board Date when Board Approved this Application:	June 7, 2022
Awarded Funding Amount:	\$2,000,000
Notification Date of Funding Award:	8/16/22
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> 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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Non-Competitive
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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.
<p>The County of Orange was awarded an appropriation of \$2 million from the Department of Health and Human Services to establish a second planned wellness campus, Behavioral Health Wellness Campus South, to deliver coordinated behavioral health services to all Orange County residents, regardless of payor, which may include a crisis stabilization unit for adults and youth, withdrawal management, crisis residential treatments, and substance use disorder and co-occurring residential treatment. The campus will offer coordinated behavioral health services for adult and youth that are easily accessible and provide crisis services that are critically needed to address the continued increase in demand from county residents and as a diversion option for law enforcement. Ongoing staffing costs are not included and will be supported by various funding sources such as Substance Abuse Block Grant, Mental Health Services Act funds, Federal Financial Participation and State Realignment funds.</p> <p>HCA is returning to your Honorable Board of Supervisors to request approval to accept the grant funds.</p>	



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Attachment A

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)

1. Authorize the Health Care Agency Director, or designee, to accept the U.S. Department of Health and Human Services, Health Resources & Services Administration for Congressional Directed Spending (CDS): Construction projects grant in an amount of \$2 million for the construction of the second Be Well Campus.

Department Contact :

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelly@ochca.com phone: 714-834-7024

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:

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelly@ochca.com phone: 714-834-7024

Grant Retroactive Memorandum

Date: September 6, 2022
To: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: **Medicare Improvements for Patients and Providers Act**
Subject: **REQUEST TO APPROVE RETROACTIVE GRANT AWARD**

OC Community Resources/Office on Aging (OCCR/OoA) received notification of the grant award for the Medicare Improvements for Patients and Providers Act (MIPPA) on August 9, 2022.

Due to the length of time required to complete the administrative process and budget preparation, OCCR/OoA was unable to meet the deadline for the August 23, 2022 Board meeting and the next available Board date exceeded the 30-day deadline outlined in the Grants Policy Manual.

Accordingly, OoA requests that County Executive Office (CEO) accepts this retroactive grant award and approve the acceptance of the funds allocated by the California Department of Aging for the MIPPA program.



 Dylan Wright, Director
 OC Community Resources



 Date

Approved: 

 Frank Kim, County Executive Officer
 County Executive Office

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of
 Orange, ou=CEO,
 email=frank.kim@ocgov.com,
 c=US
 Date: 2022.09.07 11:02:48 -07'00'

9/7/22

 Date:



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	September 13, 2022
Requesting Agency/Department:	OC Community Resources/OC Community Services
Grant Name and Project Title:	Medicare Improvements for Patients and Providers Act (MIPPA)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging
Application Amount Requested:	\$219,432
Application Due Date:	December 7, 2021
Board Date when Board Approved this Application:	May 11, 2021
Awarded Funding Amount:	\$219,432
Notification Date of Funding Award:	August 9, 2022
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	PY 2021-22: \$282,432 PY 2020-21: \$169,406 PY 2019-20: \$158,393 PY 2018-19: \$123,712 PY 2017-18: \$136,639 PY 2016-17: \$118,046
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: MIPPA funds are allocated to the California Department of Aging (CDA) as a Formula Grant. Through a formula allocation, CDA allocates MIPPA funds to the County.
County Match?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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.
Medicare Improvement for Patients and Providers Act (MIPPA) funds are used to support the Health Insurance Counseling & Advocacy Program (HICAP), which provides free, confidential counseling and community education about Medicare, private health insurance, and related health care coverage plans for Medicare beneficiaries, their representatives, and people who will soon be eligible for Medicare. The MIPPA funds are used to support HICAP by expanding Medicare beneficiary enrollment in the Prescription Drug Low-Income Subsidy Program, the Medicare Savings Program, and Medicare Part D and support outreach aimed at promoting wellness benefits and preventative services.	
Board Resolution Required? (Please attach document to eForm)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the	John Cleveland



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Attachment A

Resolution)	
Recommended Action/Special Instructions (Please specify below)	
<ol style="list-style-type: none">1. Adopt the resolution as approved by County Counsel to receive \$219,432 in funds from the California Department of Aging for the Medicare Improvements for Patients and Providers Act.2. Approve the State Standard Agreement MI-2223-22 with the California Department of Aging in the amount of \$219,432 for the term of September 1, 2022 – August 31, 2023, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement MI-2223-22, Contractor Certification of Clauses, Information Integrity and Security Statemen, and California Civil Rights Laws Certification.4. Authorize the OC Community Resources Director or designee to execute all documents required to accept additional Medicare Improvements for Patients and Providers Act grant award funding up to the maximum annual allocation from CDA.	
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:
Dylan Wright, Director, OC Community Resources	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
September 13, 2022

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement MI-2223-22 in the amount of \$219,432 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 MI-2223-22; 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 MI-2223-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging in the amount of \$219,432 for the term September 1, 2022 through August 31, 2023.
2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement MI-2223-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.
3. Authorize the OC Community Resources Director or designee to execute all documents required to accept additional Medicare Improvements for Patients and Providers Act grant award funding up to the maximum annual allocation from CDA.

Approved By: _____

Chairman of the Board of Supervisors
County of Orange, California



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	September 13, 2022
Requesting Agency/Department:	OC Community Resources/OC Parks
Grant Name and Project Title:	Regional Parks Program Grant Ted Craig Regional Park – Bike Facility
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Parks and Recreation/ Proposition 68
Application Amount Requested:	\$1,175,896
Application Due Date:	January 20, 2022
Board Date when Board Approved this Application:	January 11, 2022
Awarded Funding Amount:	\$1,175,896
Notification Date of Funding Award:	August 22, 2022
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input type="checkbox"/> Other <input checked="" type="checkbox"/> Explain: 1 time opportunity
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:.
County Match?	Yes <input type="checkbox"/> Amount ___ % No <input checked="" type="checkbox"/> not required
How will the County Match be Fulfilled? (Please include the specific budget)	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.
<p>\$1,175,896 in Prop 68 Regional Parks Program Grant funds will be used to fund the construction of a 9.7-acre mountain bike skills course facility in Ted Craig Regional Park. The facility will include non-motorized bicycle-optimized trails, skills development features, a children's track, rest/observation areas and other bicycle specific amenities. The project will take place on leased property requiring US Army Corps of Engineers concurrence. This will be the first mountain bike park facility of its kind in Orange County.</p>	
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Mark Batarse
Recommended Action/Special Instructions	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

(Please specify below)

Authorize the OC Community Resources Director or designee to accept a State of California Department of Parks and Recreation, Prop 68 Regional Parks Program Grant award and to sign all documents required for participation in the program including, but not limited to, agreements and amendments as reviewed and approved as to form by County Counsel.

Department Contact:

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

Sue McIntire, OC Parks Grants Manager- (714) 478-3421; sue.mcintire@ocparks.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:

Dylan Wright, Director, OC Community Resources



M E M O

September 6, 2022

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County
 of Orange, ou=CEO,
 email=frank.kim@ocgov.com,
 c=US
 Date: 2022.09.06 16:02:29
 -07'00'

FROM: An Tran, Director Social Services Agency

SUBJECT: Retroactive Request to Apply for California Department of Aging Access to Technology Initiative

This memo is being submitted to request that the CEO place the subject grant application on the September 13, 2022, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests retroactive approval as the California Department of Aging (CDA) released the Access to Technology (ATT) Initiative Request for Application on July 15, 2022, asking counties to submit requests for ATT funding to help older adults (i.e., 60 years of age and older) and adults with disabilities reduce isolation, increase connections and enhance self-confidence in navigating digital and online resources. On August 9, 2022, CDA released additional updates to the application requirements and extended the application due date to August 29, 2022. SSA collaborated with OC Community Resources to adapt the proposal and finalize the proposed program budget. To meet the CDA deadline, on August 25, 2022, SSA staff submitted the application for ATT. Due to the late release of the CDA updates and the time required to meet program requirements, SSA is seeking retroactive approval of this grant application.

SSA now requests retroactive approval to apply for ATT funding in the amount of \$3,487,249, to continue to support efforts already underway, such as the Bridging the Digital Divide program, to assist with combating isolation, building a technology infrastructure and helping older adults build self-confidence and self-empowerment.

SSA plans to return to the Board with a request to accept funding should the application be accepted.

If you have any questions about the ATT funding, please contact Laura Turtzer at (714) 541-7734.

Thank you,

An Tran
 Director



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	9/13/22
Requesting Agency/Department:	Social Services Agency
Grant Name and Project Title:	California Department of Aging Access to Technology Initiative
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging
Application Amount Requested:	\$3,487,249
Application Due Date:	8/29/2022
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) Yes	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> 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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Noncompetitive allocation.
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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 should accept this grant application/award, and how the grant will be implemented.

On July 15, 2022, the California Department of Aging (CDA) released the Access to Technology (ATT) Initiative Request for Application as a non-competitive grant opportunity available to county human services agencies. Pursuant to Welfare and Institutions Code, Section 9104, ATT is a \$48.5 million opt-in county grant program included in the Home and Community Based Services Spending Plan leveraging time-limited federal funds. ATT is intended for older adults (i.e., 60 years of age and older) and adults with disabilities to reduce isolation, increase connections and enhance self-confidence in navigating digital and online resources.

The Social Services Agency (SSA) collaborated with OC Community Resources (OCCR) to develop a plan to implement ATT for older adults and persons with disabilities in Orange County. Implementation includes leveraging existing senior technology efforts funded by local American Rescue Plan Act dollars as approved by the Board of Supervisors. This local initiative, also known as the Bridging the Digital Divide program (BDD), was implemented to help address senior isolation and foster connection by providing 2,200 iPads with data plans to eligible older adults, along with broadband access, individual training and access to an online platform of virtual classes.

Grant funds will be used to expand the existing BDD through the following activities for the target population: extending data plan services to existing participants in the senior technology program, offering ATT devices and training to those on program



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

waitlists, and conducting outreach to serve new participants. This funding opportunity is in alignment with the ongoing work the County is doing to establish a local Master Plan for Aging.

On August 9, 2022, CDA released additional updates to the application requirements and extended the application due date to August 29, 2022 to provide county human services agencies with additional time for completion. SSA and OCCR used the opportunity to adapt the proposal and finalize the proposed program budget. To meet the CDA deadline, on August 25, 2022, SSA staff submitted the application for ATT funds in the amount of \$3,487,249, to support efforts already underway to assist with combating isolation, building a technology infrastructure and helping older adults build self-confidence and self-empowerment. Due to the late release of the CDA updates and the time required to meet program requirements, SSA is requesting retroactive approval of this grant application.

The ATT program period will be October 1, 2022, through December 31, 2024,, and all funds should be expended by December 31, 2024. Final invoices must be submitted to CDA within 30 calendar days following the end of the program period and no later than January 31, 2025. SSA plans to return to the Board with a request to accept funding should the application be approved.

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)

Authorize the Social Services Agency Director, or designee, to apply for Access to Technology Initiative funds in the amount of \$3,487,249.

Department Contact:

An Tran, 714-541-7712, An.Tran@ssa.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:

An Tran, 714-541-7712, An.Tran@ssa.ocgov.com