

CALIFORNIA ORAL HEALTH PROGRAM

Local Oral Health Plan

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Orange County Health Care Agency, hereinafter “Grantee”

Implementing the project, Orange County Local Oral Health Program,” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10711, A01

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 and 131085(a).

PURPOSE FOR AMENDMENT: This amendment is: 1) To revise Exhibit B, 4, A. Amounts Payable, to include a lump sum total and Exhibit B is hereby replaced in its entirety with Exhibit B, A01; and 2) change the name of the grantee from “Orange County Health Care Agency” to “County of Orange” to align and standardize grantee’s name with the new FISCAL accounting system.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS is hereby replaced with Exhibit B, A01 in its entirety.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Orange County Health Care Agency
Name: Angela Wright <u>Kimberly Steele</u> , Grant Manager	Name: Maya Thona, Administrative Manager II <u>Tamarra Jones, Administrative Manager III</u>
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1725 W. 17 th Street
City, ZIP: Sacramento, CA 95814	City, Zip: Santa Ana, CA 92706
Phone: (916) 552-9898 <u>445-8012</u>	Phone: (714) 567-6234 <u>567-6225</u>
Fax: (916) 552-9729 <u>636-6678</u>	Fax: (714) 834-8051
E-mail: Angela.Wright <u>Kimberly.Steele@cdph.ca.gov</u>	E-mail: mthona@ochca.com <u>tjones@ochca.com</u>

Direct all inquiries to:

California Department of Public Health, Oral Health Program	Grantee: <u>County of Orange County Health Care Agency</u>
Attention: Angela Wright Kimberly Steele	Name: Maya Thona, Administrative Manager II Tamarra Jones, Administrative Manager III
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1725 W. 17 th Street
City, Zip: Sacramento, CA 95814	City, Zip: Santa Ana, CA 92706
Phone: (916) 552-9898 445-8012	Phone: (714) 567-6234 564-6225
Fax: (916) 552-9729 636-6678	Fax: (714) 834-8051
E-mail: Angela.Wright Kimberly.Steele@cdph.ca.gov	E-mail: mthona@ochca.com tjones@ochca.com

All payments from CDPH to the Grantee; shall be sent to the following address:

<u>Grantee: Orange County Health Care Agency</u>
<u>Attention: "Cashier"</u>
<u>Address: P. O. Box 4005</u>
<u>City, Zip: Santa Ana, CA 92702-4005</u>
<u>Phone: (714) 567-6225</u>
<u>Fax: Not Applicable</u>
<u>E-mail: tjones@ochca.com</u>

Either party may make changes to the information above by giving a written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

David M. Souleles, Deputy Agency Director
405 W. 5th Street, Santa Ana, CA 92706

Date: _____

Marshay Gregory Michele Golden, Chief
Contract Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By  _____
Deputy

Date 10/3/19

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

~~Angela Wright~~ **Kimberly Steele**
California Department of Public Health
Office of Oral Health Program
MS 7208 7218
1616 Capitol Avenue, Suite 74.420
P.O. Box 997377, Sacramento, CA 95899-7377

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed: **\$3,749,050**

- ~~1) \$749,810 for the budget period of 01/01/2018 through 06/30/2018.~~
- ~~2) \$749,810 for the budget period of 07/01/2018 through 06/30/2019.~~
- ~~3) \$749,810 for the budget period of 07/01/2019 through 06/30/2020.~~
- ~~4) \$749,810 for the budget period of 07/01/2020 through 06/30/2021.~~
- ~~5) \$749,810 for the budget period of 07/01/2021 through 06/30/2022.~~

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).