

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.*

August 12, 2025

DISCUSSION

46. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *District Attorney, Health Care Agency, OC Community Resources, OC Waste & Recycling, Public Defender and Sheriff-Coroner and retroactive grant applications/awards submitted by Health Care Agency, OC Community Resources, OC Waste & Recycling and Sheriff Coroner and ratify grant applications/awards submitted by Social Services Agency* in 8/12/25 grant report and other actions as recommended; *adopt resolution authorizing District Attorney or designee to execute grant award agreement and amendments under certain conditions with California Labor Commissioner's Office for Workers' Rights Enforcement Grant Program, 8/1/25 - 7/31/25 (\$700,000); and making California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section. 15061(b)(3); and other findings; adopt resolution authorizing Director of OC Waste & Recycling or designee to submit application to Department of Resources Recycling and Recovery and execute documents for Household Hazardous Waste Discretionary Grants Program – Cycle 45; adopt resolutions authorizing Sheriff-Coroner or designee to accept grant awards from Department of California Highway Patrol for Orange County Crime Lab (\$225,000) and for Cannabis Tax Fund Grant Program (\$50,000) and execute agreements, amendments and related documents under certain conditions - All Districts*
54. Revised Title to Read:
Supervisor Nguyen - Consider ~~second~~ *first* reading and ~~adoption~~ of “An Ordinance of the County of Orange, California Adding Division 20 to Title 3 of the Codified Ordinances of the County of Orange Regarding Restrictions on the Sale, Distribution, and Possession of Kratom”; *and set second reading and adoption for 8/26/25, 9:30 a.m. (Continued from 5/20/25, Item S87J; 6/10/25, Item 2; 6/24/25, Item 78)*

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

Item: 46 and 54

S u p p l e m e n t a l I t e m (s)

- S56A. **Chair Chaffee** - Approve allocation of \$3,500 from Fourth District discretionary funds to Anaheim YMCA “We Give Thanks” Program; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments
- S56B. **Chair Chaffee** – Acting as the Orange County Housing Authority – Housing and Community Development Commission – Reappoint Carrie Buck, Yorba Linda, for term ending 6/30/27

REVISIONS AND SUPPLEMENTALS TO AUGUST 12, 2025 AGENDA - PAGE 1 OF 5

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.*

- S56C. **Chair Chaffee** - Orange County Emergency Medical Care Committee - Appoint Adam Loeser, Mission Viejo, for term concurrent with 4th District Supervisor's term of office
- S56D. **Supervisor Nguyen** - Approve sponsorship of various nonprofit entities from First District events funds; approve addition of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments
- S56E. **Supervisor Wagner** - Adopt resolution supporting Veterans Cemetery Grants Program Pre-Application submitted by California Department of Veterans Affairs (CalVet) for Southern California Veterans Cemetery at Gypsum Canyon, Anaheim Hills
- S56F. **Chair Chaffee** - Approve sponsorship of various nonprofit entities from Fourth District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments
- S56G. **Supervisor Sarmiento** - Approve allocation of \$3,500 from Second District discretionary funds to Anaheim YMCA "We Give Thanks" Program; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments
- S56H. Revised Title to Read:
County Executive Office - Acting as *the Board of Supervisors and the Orange County In-Home Supportive Services Public Authority* - Approve and adopt 2025-2026 Memorandum of Understanding (MOU) with United Domestic Workers of America/AFSCME Local 3930 for In-Home Supportive Services provider unit, 1/1/25 – 6/30/26; and authorize County Executive Officer or designee to execute MOU - All Districts
- S56I. **County Counsel** - Approve County Ticket Distribution Policy; and authorize County Executive Office to make changes under certain conditions - All Districts
- S56J. **County Executive Office** - Approve reorganization District Attorney Human Resources division, effective 8/12/25; make related budget adjustments; and amend master position control - All Districts
(4/5 vote R.A. 2)
- S56K. **Supervisor Wagner** - Approve allocation of \$2,500 from Third District discretionary funds to Orange County Food Bank for Construction event; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and authorize Auditor-Controller or designee to make related payments
- S56L. **County Executive Office** - Adopt resolution increasing salary for Sheriff-Coroner to \$354,640; approve and adopt revisions to Personnel & Salary Resolution, effective 8/22/25 - All Districts

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.*

- S56M. **Health Care Agency** - Approve retroactive contract MA-042-25010461 with Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services for suicide and self-harm reduction services, 8/1/25 - 6/30/26 (\$1,650,000); renewable for two additional two-year terms; and authorize County Procurement Officer or Deputized designee to execute contract - All Districts
- S56N. **Sheriff-Coroner** - Approve agreement MA-060-25010743 with Rancho Santiago Community College District for tuition/registration fees for criminal justice classes; 8/13/25 - 8/12/28 (\$1,200,000); renewable for one additional two-year term; and authorize County Procurement Officer or Deputized designee to execute agreement - District 2
- S56O. **Sheriff-Coroner** - Approve agreement MA-060-25010742 with Rancho Santiago Community College District to reimburse the County for Use of District Facilities and Instructional services, 8/13/25 - 8/12/28 (\$625,000 per year); renewable for one additional two-year term; and authorize County Procurement Officer or Deputized designee to execute agreement - District 2
- S56P. **Supervisor Sarmiento** - Approve sponsorship of various nonprofit entities from Second District events funds; approve addition or revision of events to FY 2025-26 County Events Calendar; make related findings under Government Code Section 26227; and authorize Auditor-Controller to make related payments
- S56Q. **Supervisor Nguyen** - Approve contract with O Entertainment for event services (\$55,000) from Budget Control 006, Board of Supervisors - 1st District budget; make related findings under Government Code Section 26227; authorize County Executive Officer or designee to execute contract; and authorize Auditor-Controller or designee to make related payments
- S56R. **Chair Chaffee** - Orange County Council of Governments - Appoint Tanya Doby, Los Alamitos, for term ending 8/27/27
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Kristin L. Nitz v. County of Orange, Orange County Superior Court Case No. 30-2023-01357534-CU-PO-CJC
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Jane Doe v. County of Orange, Orange County Superior Court Case No. 30-2023-01305375-CU-WT-CJC
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION - Pursuant to Government Code Section 54956.9(d)(2):
Number of Cases: Multiple

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.
No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.*

- SCS5. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: L.C. v. Orange County Sheriff's Department, Orange County Superior Court Case No. 30-2023-01343675-CU-PO-CJC

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.

SCS6. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: D.G. v. DOE 1, Orange County Superior Court Case No. 30-2021-01184865-CU-PO-CJC

SCS7. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: B.H. v. Orange County Social Services Agency, Orange County Superior Court Case No. 30-2021-01206361-CU-PO-CJC



AGENDA STAFF REPORT

ASR Control 24-001074

MEETING DATE: 08/12/25
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
 Andrea Foster (714) 834-2009

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
Levine Act Review Completed: N/A
Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1. Receive and File Grants Report.
2. Approve Grant Award and Adopt Resolution – District Attorney – Workers Rights Enforcement Grant Program Fiscal Year 2025-2026 – \$700,000
3. Approve Grant Application – Health Care Agency – FY 2025-26 HCA Continuing Funding Grants Matrix – \$112,729,974
4. Approve Grant Application – Health Care Agency - Laboratory Response Network (LRN) Data Integration – \$150,000
5. Approve Grant Application – Health Care Agency – Population Health Grant – Community Health Improvement Planning – \$990,678.46
6. Approve Grant Award – Health Care Agency – Ending the HIV Epidemic (EHE): A Plan for America- Ryan White HIV/AIDS Program Parts A and B – \$3,402,000

7. Approve Grant Award – Health Care Agency – HIV Emergency Relief Project Grants - Ryan White Part A – \$6,705,916
8. Approve Grant Award – Health Care Agency – Disease Intervention Specialist (DIS) Workforce – \$2,536,457
9. Approve Retroactive Grant Award – Health Care Agency – Health Care Program for Children in Foster Care (HCPCFC) - \$2,883,592
10. Approve Retroactive Grant Award – Health Care Agency – Adolescent Family Life Program - \$853,503.32
11. Approve Retroactive Grant Award – Health Care Agency – Tuberculosis Control Local Assistance Funds – \$1,113,769
12. Approve Retroactive Grant Application – OC Community Resources - Advancing 30x30 in Coastal Waters - South Orange County Shoreline & Biodiversity Monitoring Project – \$250,000
13. Approve Grant Award – OC Community Resources - California Jobs First - Regional Investment Initiative - Catalyst Grant Program - \$250,000
14. Approve Grant Award – OC Community Resources - FY 2025-26 Area Plan Program – \$801,484
15. Approve Grant Application and Adopt Resolution – OC Waste & Recycling – Household Hazardous Waste Discretionary Grants Program – \$50,000
16. Approve Retroactive Grant Application – OC Waste & Recycling - Wildfire Prevention (WP) Grants Program (Prop 4) – \$950,000
17. Approve Grant Award – Public Defender - Anaheim Collaborative Court: Evaluating Strategies and Solutions (“ACCESS”) Program – \$538,436.32
18. Approve Grant Application – Sheriff-Coroner – California Violence Intervention and Prevention Grant Program (CalVIP) Cohort 5 – \$500,000
19. Approve Retroactive Grant Award – Sheriff-Coroner – FY2024 Operation Stonegarden Grant (OPSG) Program - \$400,000
20. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner – FY 2025 Cannabis Tax Fund Grant Program - Toxicology Driving Under the Influence (DUI) – \$225,000
21. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner - FY 25/26 Toxicology (DUI)/Driving Under the Influence of Drugs: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Division – \$50,000
22. Approve Ratified Grant Application – Social Services Agency – FY 2025 Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement Grants (PTIG)

– \$500,000

23. Approve Ratified Grant Award – Social Services Agency - Housing and Disability Advocacy Program – \$1,187,103

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 - District Attorney Workers Rights Enforcement Grant Program Resolution

Attachment C - OCWR Household Hazardous Waste Program Cycle 45 Resolution

Attachment D - OCSD FY25 Cannabis Tax Fund Grant Program Resolution

Attachment E - OCSD FY25-26 OCSD Toxicology DUI Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

August 12, 2025

Item No: 46

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 August 12, 2025, 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. Receive and File Grants Report
2. Approve Grant Award and Adopt Resolution – District Attorney - Workers Rights Enforcement Grant Program Fiscal Year 2025-2026 – \$700,000
3. Approve Grant Application – Health Care Agency – FY 2025-26 HCA Continuing Funding Grants Matrix – \$112,729,974
4. Approve Grant Application – Health Care Agency - Laboratory Response Network (LRN) Data Integration – \$150,000
5. Approve Grant Application – Health Care Agency – Population Health Grant – Community Health Improvement Planning – \$990,678.46
6. Approve Grant Award – Health Care Agency – Ending the HIV Epidemic (EHE): A Plan for America- Ryan White HIV/AIDS Program Parts A and B – \$3,402,000
7. Approve Grant Award – Health Care Agency – HIV Emergency Relief Project Grants - Ryan White Part A – \$6,705,916
8. Approve Grant Award – Health Care Agency – Disease Intervention Specialist (DIS) Workforce – \$2,536,457

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

9. Approve Retroactive Grant Award – Health Care Agency – Health Care Program for Children in Foster Care (HPCFC) - \$2,883,592
10. Approve Retroactive Grant Award – Health Care Agency – Adolescent Family Life Program – \$853,503.32
11. Approve Retroactive Grant Award – Health Care Agency – Tuberculosis Control Local Assistance Funds – \$1,113,769
12. Approve Retroactive Grant Application – OC Community Resources - Advancing 30x30 in Coastal Waters - South Orange County Shoreline & Biodiversity Monitoring Project – \$250,000
13. Approve Grant Award – OC Community Resources - California Jobs First - Regional Investment Initiative - Catalyst Grant Program - \$250,000
14. Approve Grant Award – OC Community Resources - FY 2025-26 Area Plan Program – \$801,484
15. Approve Grant Application and Adopt Resolution – OC Waste & Recycling – Household Hazardous Waste Discretionary Grants Program – \$50,000
16. Approve Retroactive Grant Application – OC Waste & Recycling - Wildfire Prevention (WP) Grants Program (Prop 4) – \$950,000
17. Approve Grant Award – Public Defender - Anaheim Collaborative Court: Evaluating Strategies and Solutions (“ACCESS”) Program – \$538,436.32
18. Approve Grant Application – Sheriff-Coroner – California Violence Intervention and Prevention Grant Program (CalVIP) Cohort 5 – \$500,000
19. Approve Retroactive Grant Award – Sheriff-Coroner – FY2024 Operation Stonegarden Grant (OPSG) Program - \$400,000
20. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner – FY 2025 Cannabis Tax Fund Grant Program - Toxicology Driving Under the Influence (DUI) – \$225,000
21. Approve Retroactive Grant Award and Adopt Resolution – Sheriff-Coroner - FY 25/26 Toxicology (DUI)/Driving Under the Influence of Drugs: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Division – \$50,000
22. Approve Ratified Grant Application – Social Services Agency – FY 2025 Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement Grants (PTIG) – \$500,000
23. Approve Ratified Grant Award – Social Services Agency - Housing and Disability Advocacy Program – \$1,187,103

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



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 5, 2025
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Workers Rights Enforcement Grant Program Fiscal Year 2025-2026
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Industrial Relations Labor Commissioner's Office
Application Amount Requested:	\$750,000
Application Due Date:	April 1, 2025
Board Date when Board Approved this Application:	August 12, 2025
Awarded Funding Amount:	\$700,000
Notification Date of Funding Awarded:	July 30, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2024-25 Applied \$750,000 Awarded \$750,000
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>In July 2023, per Assembly Bill 102, the state of California appropriated funding to the Department of Industrial Relations to implement the Workers' Rights Enforcement Grant Program. This program is designed to protect workers from wage theft and other exploitative practices in the workplace. Activities may include evidence gathering, investigations, coordination with community organizations and law enforcement, prosecutions, resolutions, appeals and settlements. Grant funds will support a specialized team consisting of a deputy district attorney, investigator and support staff to identify, investigate and prosecute those who engage in wage theft in the private sector. A special emphasis will be placed on developing collaborative partnerships with community based organizations that serve vulnerable populations, including victims of labor trafficking.</p>	

Board Resolution Required?	Yes
Deputy County Counsel Name:	Carolyn Khouzam - Deputy County Counsel
Recommended Action(s) (Please specify below)	
<p>The California Labor Commissioner's Office (LCO)requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.</p> <p>1. Authorize the District Attorney, or designee, to sign and execute, on behalf of the County of Orange, the attached Grant Agreement No. 25WREG-09 with the LCO which covers a 1-year period from August 1, 2025 to July 31, 2026, in the amount of \$700,000.</p> <p>2. Authorize the District Attorney, or 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 grant award.</p> <p>3. Adopt the resolution to receive funds for the Workers' Rights Enforcement Grant Program.</p>	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Matthew Pettit (714) 347-8440 matthew.pettit@ocdapa.org	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Matthew Pettit	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 12, 2025

WHEREAS, the County of Orange desires to undertake its project designated the “Workers’ Rights Enforcement Grant Program” to be funded in part from funds made available through the California Department of Industrial Relations and administered by the California Labor Commissioner’s Office (hereafter referred to as LCO).

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, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with LCO for the Workers’ Rights Enforcement Grant Program, effective from August 1, 2025 through July 31, 2026, in the amount not to exceed \$700,000.
4. 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 amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County’s performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Industrial Relations disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 5, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	FY 2025-26 HCA Continuing Funding Grants Matrix
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Various – see attached Grant Application Table
Application Amount Requested:	\$112,729,974
Application Due Date:	Various – see attached Grant Application Table
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Various – see attached Grant Application Table
Does this grant require CEQA findings?	No
What Type of Grant is this?	Application - Various – see attached Grant Application Table
County Match?	Yes
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	See attached Grant Application Table
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The Health Care Agency requests Board authorization to apply for funding for recurring grants and allocations per the attached FY 2025-26 Annual Grants Application Table. These revenue funds are to support health care services in Orange County during FY 2025-26.	
Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) <small>(Please specify below)</small>	

Authorize Health Care Agency Director or designee to apply for recurring grants and allocations included on the FY 2025-26 Annual Grants Application Table and sign any forms required as part of the application process.

Department Contact:

List the name and contact information (telephone, email) of the person to be contacted for further information.

Daniel Lorraine, Assistant Agency Director 714-834-4418 LDaniel@ochca.com

Name of individual attending the Board Meeting:

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

Veronica Kelley

AGENCY/DEPARTMENT: Health Care Agency
FY 2025-26 Annual Grants Application Table

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
Behavioral Health Services									
1	Forensic Conditional Release Program (CONREP)	\$2,493,421	California Department of State Hospitals	n/a	Recurring		No new positions	Funding is received from the Dept. of State Hospitals for ConRep for the Forensic Conditional Release Program (CONREP). CONREP provides community outpatient treatment services and supervision of judicially committed mentally disordered offenders.	No
2	Early Access and Stabilization Services (EASS)	\$1,388,787	California Department of State Hospitals	March	Recurring		No new positions	Funding is received from the Dept. of State Hospitals (DSH) for Early Access for Stabilization Services (EASS). EASS will provide treatment for Felony Incompetent to Stand Trial (IST) individuals admitted to this program by the Department of State Hospitals (DSH) Patient Management Unit (PMU) at the Orange County (OC) Jails in California. Treatment will include medication, individual therapy, groups, education, and competency to stand trial education. This program is meant to be a short term program while awaiting placement at another DSH facility or program.	No
3	Projects for Assistance in Transition from Homelessness (PATH)	\$564,842	State of California, Department of Health Care Services (DHCS)	May	Recurring	33%	No new positions	Federal McKinney Projects for Assistance in Transition from Homelessness (PATH). The PATH grant is authorized under the Stewart B. McKinney Homeless Assistance Amendments Act of 1990 (Public Law 101-645, Title V, Subtitle B). The grant provides funds to states for the provision of services to individuals who have a serious mental illness, or who have co-occurring serious mental illness and substance use disorders, and who are homeless or at imminent risk of becoming homeless.	No
4	Substance Abuse and Mental Health Services Administration (SAMHSA), Community Mental Health Services Block Grant (MHBG).	\$3,479,077	State of California, Department of Health Care Services (DHCS)	May	Recurring		No new positions	State of California, Department of Health Care Services (DHCS) provides the Federal Block Grant funds to County for Substance Abuse & Mental Health Services Administration (SAMHSA), Community Mental Health Services Block Grant (MHBG).	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
5	Integrated Plan for Provision of Specialty Mental Health Services (SMHS) and Drug Medi-Cal Delivery System (DMC-ODS)		State of California, Department of Health Care Services (DHCS)	January	Recurring		No new positions	The State Department of Health Care Services (DHCS) contracts for the provision of specialty mental health services (SMHS) and Drug Medi-Cal Organized Delivery System (DMC-ODS) to eligible Medi-Cal beneficiaries. The Health Care Agency (HCA) administers this integrated health plan on behalf of the County.	No
6	Substance Abuse Prevention and Treatment Block Grant (SABG)	\$19,216,499	State of California, Department of Health Care Services (DHCS)	June	Recurring		No new positions	The Department of Health Care Services (DHCS) allocates SABG funding to counties to establish or expand state and local alcohol and other drug abuse prevention, care, treatment, and rehabilitation programs.	No
7	Friday Night Live (FNL)	\$92,000	Tulare County Office of Education	Varies	Recurring		No new positions	Tulare County Office of Education provides funding to implement Friday Night Live (FNL), Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring utilizing FNL Standards of Practice a safe environment, opportunities for community engagement, leadership, to build caring and meaningful relationships with peers and adults, engage in interesting and relevant skill building activities	No
Public Health Services									
8	AIDS Drug Assistance Program (ADAP)	Fee for Service	California Department of Public Health, State Office of AIDS	Varies	Recurring		No new positions	ADAP grant provides funding to screen HIV-positive individuals for HIV medications and other programs an individuals may be eligible to receive.	No
9	Adolescent Family Life Program (AFLP)	\$853,503	California Department of Public Health	Varies	Recurring	45.91%	No new positions	The County receives AFLP funding from the Maternal and Child Health (MCH) State Branch to implement the strength-based case management program, Positive Youth Development (PYD) Model, with expectant and parenting youth under age 21 in Orange County.	No
10	Black Infant Health (BIH)	\$948,899	California Department of Public Health	Varies	Recurring	28.51%	No new positions	The County receives funding from the Maternal Child Health State Branch to implement Black Infant Health Program. The program includes empowerment-focused group support services and client-centered life planning to improve the health and social conditions for pregnant and post-partum Black women and their families.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
11	California Home Visiting Program (CHVP) Nurse Family Partnership	\$2,808,157	California Department of Public Health	Varies	Recurring	-	No new positions	The County receives CHVP State General Fund funding from the Maternal and Child Health (MCH) State Branch to implement the evidence-based home visiting program, Nurse Family Partnership, to improve the health, well-being and self-sufficiency of low-income, first-time parents and their children.	No
12	California Fresh Healthy Living (CFHL)	\$4,215,323	California Department of Public Health	Varies	Recurring	-	No new positions	The State contracts with the local health department to administer the federal Supplemental Nutrition Assistance Program-Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles. Only evidence-based nutrition education and obesity prevention interventions/projects are used to provide direct and indirect nutrition education and technical assistance to achieve policy, systems and environmental changes. Activities can only be conducted at State approved sites.	No
13	Health Care Program for Children in Foster Care Stand Alone	\$2,721,918	California Department of Health Care Services	Varies	Recurring	-	No new positions	The State and Federal Governments provide funding for the Health Care Program for Children in Foster Care (HCPCFC). HCPCFC provides public health nursing expertise in meeting the medical, dental, mental and developmental health needs of children and youth in out-of-home placement or foster care.	No
14	Childhood Lead Poisoning Prevention Program	\$1,829,010	California Department of Public Health	Varies	Recurring	-	No new positions	This funding supports the Childhood Lead Poisoning Prevention Program. The Program goals are to prevent childhood lead poisoning through education, community outreach, identification of lead sources and case management of lead-burdened children.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
15	STI Prevention and Collaboration	\$953,450	California Department of Public Health, State Office of AIDS, STD Control Branch	Varies	Recurring	-	No new positions	The funds must be used for the implementation of public health activities related to monitoring, prevention, testing, and linkage to and retention in care activities for the most vulnerable and underserved individuals living with, or at high risk for, STIs in collaboration with community-based organizations (CBOs) providing services within the local health jurisdiction (LHJ). Key activities for STI prevention and collaboration workplan are to: conduct surveillance and disease investigation activities; conduct STI prevention, testing, linkages to care, care coordination, and treatment, among vulnerable and underserved clients at high risk for STI, with an emphasis on priority settings and populations; and increase community-level capacity to deliver STI prevention, testing, navigation, linkages to care, care coordination, and treatment for vulnerable and underserved people at high risk for STIs. No less than 50 percent of the funds shall be provided to community-based organizations (CBOs) to accomplish these activities.	No
16	Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGO)	\$30,000	California Department of Public Health/Public Health Foundation Enterprises, Inc. DBA Heluna Health	Varies	Recurring	-	No new positions	The goal of CARGO is to improve the ability to detect changes in susceptibility patterns and detect resistant infections sooner and inform efforts to maximize specificity of surveillance. CARGO is an expansion of current goals of the Gonococcal Isolate Surveillance Program (GISP) for testing and surveillance, to continue to proactively monitor Gonococcal infections within the County. The grant funds will support the Public Health Lab testing and shipping of samples to the outside laboratories.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
17	Strengthening Healthcare-Associated Infections and Antimicrobial Resistance (HAI/AR) Program Capacity	\$680,000	California Department of Public Health	Varies	Recurring	-	No new positions	The State of California received additional funding through the American Rescue Plan Act of 2021 to provide funding to support expansion of antimicrobial resistance (AR) surveillance in California via screening activities for carbapenemase-producing organisms (CPOs) and <i>Candida auris</i> , as well as supporting additional capacity for other optional activities including Whole Genome Sequencing (WGS) for Healthcare-Associated Infections and Antimicrobial Resistance (HAI/AR) pathogens and establishing capacity for antimicrobial susceptibility testing (AST) of <i>Neisseria gonorrhoeae</i> .	No
18	El Toro Marine Corps Air Station (MCAS)	\$12,000	Department of Toxic Substances Control	February	Recurring	-	No new positions	The Department of Toxic Substances Control (DTSC) has entered into a contract with OC Health Care Agency to provide project management, report reviews, electronic/letter correspondence, file review/management associated with site inspections at the El Toro Marine Corps Air Station (MCAS) military facility site currently or formerly owned by the U.S. Department of Defense (DoD).	No
19	Ending the HIV Epidemic (EHE-HRSA)	\$3,257,738	U.S. Department of Health and Human Services (HRSA)	Varies	Recurring	-	No new positions	HRSA funding targeted to the 48 counties, 7 states, and 3 territories that are most impacted by the HIV epidemic and contributes to pillars 2 and 4 of the Ending the Epidemic: A Plan for America. Activities based on award include Care for High Acuity Clients, Rapid ART, and RAP Housing.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
20	High-Impact HIV Prevention & Surveillance Programs - Ending the HIV Epidemic (EHE-SOA) Component A	\$1,054,521	California Department of Public Health, State Office of AIDS	Varies	Recurring	-	No new positions	The Centers for Disease Control (CDC) recently consolidated two previously separate grant programs ("Integrated HIV Prevention Programs grant PS18-1802" and "Ending the HIV Epidemic (EHE) Component A Integrated HIV Prevention Programs grant PS20-2010"). The renamed grant program is now High Impact HIV Prevention and Surveillance Programs. The purpose of grant funding to implement comprehensive HIV programs at the local level to support Ending the HIV Epidemic (EHE) activities, which complement existing programs, such as the Ryan White program, designed to support ending the HIV epidemic by leveraging data, tools and resources to reduce new HIV infections. Through the County Testing Treatment and Care Clinic and community-based providers this funding is intended to support the following four (4) pillars: Diagnose, Treat, Prevent, Respond.	No
21	Hepatitis C Virus Collaboration Project	\$235,947	California Department of Public Health, STD Control Branch	Varies	Recurring	-	No new positions	The funds must be used to develop and implement a public education and outreach program to raise hepatitis C awareness in high-risk groups, physician's offices, among health care workers, and in health care facilities by including hepatitis C counseling, education, and testing, as appropriate, into local state funded programs.	No
22	Future of Public Health Funding	\$12,787,938	California Department of Public Health	Varies	Recurring	-	No new positions	The Future of Public Health (FoPH) funding aims to improve public health workforce and infrastructure. These funds are considered ongoing funds and part of the ongoing baseline state budget. As required by statute, at least 70 percent of the funding must be spent on expanding permanent public health workforce. Remaining funds, not to exceed 30%, may be used for supplies and minor equipment and other administrative purposes such as travel and similar activities.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
23	High Impact Human Immunodeficiency Virus (HIV) Prevention and Surveillance Program	\$860,551	California Department of Public Health, State Office of AIDS	Varies	Recurring	-	No new positions	The Centers for Disease Control (CDC) recently consolidated two previously separate grant programs ("Integrated HIV Prevention Programs grant PS18-1802" and "Ending the HIV Epidemic (EHE) Component A Integrated HIV Prevention Programs grant PS20-2010"). The renamed grant program is now High Impact HIV Prevention and Surveillance Programs. The HIV Prevention Program funds various prevention strategies including: 1) improving PrEP utilization, 2) increase and improve HIV routine testing in healthcare settings, 3) expand partner Services, 4) improve HIV linkage to medical care, and 5) increase and improve HIV Prevention and support services. evidenced-based prevention and education interventions to prevent the spread of HIV including HIV testing to identify those infected with HIV; counseling services for dissemination of risk reduction information; and Partner Services that assist HIV-positive individuals in disclosing their status to others that may have been exposed to HIV so they can be tested.	No
24	Human Immunodeficiency Virus (HIV) Surveillance	\$399,971	Department of Public Health, State Office of AIDS	Varies	Recurring	-	No new positions	HIV Surveillance grant ensures accurate and timely reporting of HIV/AIDS cases in Orange County.	No
25	Leaking Underground Storage Tanks, Local Oversight Program (LOP)	\$1,184,500	State Water Resources Control Board	Varies	Recurring	-	No new positions	Environmental Health receives State funds to provide staffing, materials, and equipment necessary to conduct an underground storage tank corrective action program to identify and oversee the investigation and cleanup of unauthorized releases of petroleum related products within the County.	No
26	Local Enforcement Agency (LEA) Grant Program	\$47,637	Department of Resources Recycling and Recovery (CalRecycle)	May	Recurring	-	No new positions	The Local Enforcement Agency grant is a non-competitive, recurring grant offered to local enforcement agencies to support solid waste/landfill regulatory activities.	No
27	Local Oral Health Program	\$773,198	California Department of Public Health	Varies	Recurring	-	No new positions	The Local Oral Health Program provides activities that support the state oral health plan to build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
28	Maternal, Child and Adolescent Health (MCAH)	\$2,147,486	California Department of Public Health	Varies	Recurring	58.13%	No new positions	The County receives MCAH allocation through Maternal and Child Health (MCH) State Branch to provide leadership in planning, developing, and supporting comprehensive systems of preventive and primary care for the maternal, child, and adolescent population. This includes assessment of needs, coordinating and planning efforts at both state and local levels, and evaluation of program outcomes. Public Health Nurses provide home visitation and case management services to monitor growth and development, and link clients to community resources to support the health and well-being of the maternal, child, and adolescent population.	No
29	Memorandum of Understanding between Children and Families Commission of Orange County and Orange County for Provision of Public Health Nursing Services for Bridges Prenatal-to-Three Health Network	\$1,500,000	Children and Families Commission of Orange County	Varies	Recurring	-	No new positions	The Bridges Network is comprised of hospitals, community-based programs, and Public Health Nursing services focused on developing strategic and responsive services that promote health early childhood of young children birth through age five. This Agreement directly funds Public Health Nursing staff and allows HCA to leverage Title XIX funds in programs supporting prenatal, infant and child populations.	No
30	Pediatric Immunization Project	\$647,624	California Department of Public Health	Varies	Recurring	-	No new positions	The State contracts with the County for the Pediatric Immunization Project. This project provides vaccine management and accountability at the provider level; increases and supports provider participation in the local immunization registry; provides Quality Assurance site visits, education, training and technical assistance to providers; manages the local Perinatal Hepatitis B Prevention program; works collaboratively with local public and private/nonprofit, agencies, and professional organizations to increase influenza immunization; develops and disseminates consumer information and educational materials, including vaccine benefit and risk communication; and facilitates reporting of school and population assessments.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
31	Pre-Exposure Prophylaxis Provider Network	Fee for Service	California Department of Public Health, State Office of AIDS	Varies	Recurring	-	No new positions	The Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) assists at risk individuals with PrEP-AP related medical costs for uninsured clients and PrEP-AP related medical co-pays, deductibles, and drug costs not covered by a client's health insurance plan or the manufacturer's assistance program for insured clients.	No
32	Public Beach Safety Monitoring	\$364,225	State Water Resources Control Board	Varies	Recurring	-	No new positions	Funds are used to monitor and test the ocean waters at public beaches that are adjacent to storm drains that flow into the ocean during summer months, to respond to sewage spills, to post warnings or closure of ocean and bay waters when there is a violation of standards, and to provide public notification through a 24-hour a day telephone hotline, in an effort to reduce the risk of exposure to disease-causing microorganisms in the water at beaches.	No
33	Refugee Health Assessment Program (RHAP)	\$257,746	California Department of Public Health - State of California Health and Human Services Agency	Varies	Recurring	-	No new positions	Medical Screenings for the provision of health assessment services to refugees, asylees, entrants from Haiti and Cuba, special visa immigrants, federally certified victims of human trafficking, and other eligible entrants.	No
34	Ryan White Act, Part A and Minority AIDS initiative (MAI)	\$4,570,526	U.S. Department of Health and Human Services (HRSA)	Varies	Recurring	-	No new positions	The County is eligible for funding under Ryan White HIV/AIDS Treatment Modernization Act, (Ryan White Act) Part A. The funds under the Ryan White Act Part A must be used to deliver or enhance HIV related outpatient and ambulatory health and support services, including case management and comprehensive treatment services for individuals and families with HIV disease.	No
35	Ryan White Act, Part B - HIV Care Program	\$1,985,122	California Department of Public Health, State Office of AIDS	Varies	Recurring	-	No new positions	The HIV Care Program funds outpatient medical care to prevention or delay the progression of HIV disease; medical case management to help ensure that patient's remain in medical care; early intervention services to conduct HIV counseling and testing to identify HIV-positive individuals and link them to care services; and outreach services to find individuals who have fallen out-of-care and bring them back into care.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
36	Ryan White Act, Part C	\$702,763	U.S. Department of Health and Human Services (HRSA)	Varies	Recurring	-	No new positions	The County receives Ryan White Act, Part C funds to provide primary medical care and case management services to AIDS/HIV patients. The goals of this program also include providing a quality assurance program and enhancing the HIV preventive health services by increasing the level of voluntary partner notification services.	No
37	Sexually Transmitted Disease Surveillance Network (SSuN)	\$150,740	California Department of Public Health, STD Control Branch	Varies	Recurring	-	No new positions	SSuN funding to provide line-listed visit-level data (demographics, gender of sex partners, symptoms, etc.) on a bimonthly basis. Approximately 350 surveys must be conducted on an annual basis and HIV surveillance matching must be conducted.	No
38	Syphilis Outbreak Strategy (SOS)	\$582,951	California Department of Public Health - State of California Health and Human Services Agency	Varies	Recurring	-	No new positions	The purpose of this grant is to support innovative and impactful syphilis and congenital syphilis prevention and control activities, with a focus on disproportionately impacted populations which may include, but are not limited to, African American/Black, Latinx, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs.	No
39	Housing Opportunities for Persons With AIDS (HOPWA)	\$3,123,095	City of Anaheim	Varies	Recurring	-	No new positions	HOPWA provides funding for housing support services for eligible low income individuals living with HIV. Services include case management, 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.	No
40	Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives and Enables Allotment (FSIE)	\$1,113,769	California Department of Public Health, Tuberculosis Control Branch	Varies	Recurring	-	No new positions	The County receives Tuberculosis Local Assistance funds to support tuberculosis control, prevention and treatment, and housing and food for homeless tuberculosis patients. Food, Shelter, Incentives and Enables (FSIE) are used to enhance treatment adherence, prevent homelessness, and/or promote less restrictive alternatives that decrease or obviate the need for detention.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
41	Civil Surgeon Tuberculosis Funding – Local Assistance.	\$244,000	California Department of Public Health(CDPH), Tuberculosis Control Branch (TBCB)	Varies	Recurring	-	No new positions	The California Department of Public Health (CDPH), Tuberculosis Control Branch (TBCB) awarded funding to the Orange County Health Care Agency (HCA) Pulmonary Disease Services (PDS) Program through the Centers for Disease Control (CDC) and Prevention grant. This grant is for Strengthening Civil Surgeon's capacity to improve Latent Tuberculosis Infection (LTBI) Surveillance and Outcomes among status adjusters grant. The Civil Surgeon grant funds aim to improve Public Health surveillance of LTBI among status adjusters, improve linkage to LTBI care, and treatment through the health department's collaboration with civil surgeons. Status adjusters are non-citizens residing in the US on temporary visas who are applying for legal permanent residency. Civil surgeons are physicians who complete the required medical exam for status adjusters.	No
42	Intergovernmental Transfer Opportunity to Support Public Health Initiatives	\$7,000,000	State of California, Department of Health Care Services (DHCS)	August	Recurring	36%	No new positions	Intergovernmental Transfers (IGT) began statewide in 2006 and have been used by other counties in California to offset the cost of uncompensated health care provided by county health departments, public hospitals and other local care providers. The Federal Centers for Medicare & Medicaid Services (CMS) provides a rate range for Medi-Cal managed care services, but the actual reimbursement rates that plans receive are set by the California Department of Health Care Services (DHCS). The difference between the federal allowable rate and state actual rate represents the potential amount of federal reimbursement that Orange County can claim through the IGT. The Health Care Agency (HCA) was invited by the Orange County Health Authority dba CalOptima Health (CalOptima) to participate in the IGT to obtain federal reimbursement for uncompensated health care provided to their patients.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
43	Tobacco Use Prevention Program	\$884,480	California Department of Public Health, Tobacco Control Program	Varies	Recurring	-	No new positions	Tobacco Use Prevention Program receives State funding from Proposition 99/56 tobacco taxes. The goal of the program is to reduce the prevalence of tobacco use through educational programs. The program educates youth about the health risks of tobacco use, conducts media campaigns promoting smoking cessation, provides assistance to help nonsmokers avoid exposure to secondhand smoke, and educates merchants about existing laws that prohibit selling tobacco to minors.	No
44	Used Oil Payment Program (OPP)	\$324,372	California Department of Resources Recycling and Recovery (CalRecycle)	June	Recurring	-	No new positions	Used Oil Payment Program - HCA/Environmental Health serves as lead agency on behalf of the County and any "opt-in" participating cities to promote recycling of used motor oil and provides certification to used oil collection centers to accept used oil from the public.	No
45	Waste Tire Enforcement (TEA)	\$430,500	Department of Resources Recycling and Recovery (CalRecycle)	December	Recurring	-	No new positions	Local Government Waste Tire Enforcement Grant is a non-competitive, recurring grant to investigate illegal tire disposal and perform waste tire inspections.	No
46	Women, Infants and Children (WIC) Supplemental Nutrition Program	\$4,335,681	California Department of Public Health	Varies	Recurring	-	No new positions	The WIC Supplemental Nutrition program is funded by the State with Federal Department of Agriculture pass-through funds. Program goals are to provide nutrition education, counseling and diet supplementation (through the distribution of food vouchers) to low-income pregnant and lactating women and to infants and children who are found to be nutritionally at-risk.	No
Specialized Medical Services									
47	California Children's Services (CCS) Administrative Program	\$5,900,417	California Department of Health Care Services-Children's Medical	Varies	Recurring	\$446,425	No new positions	The State and Federal governments fund the CCS Administrative Program. The program provides case management, service authorization, eligibility determination, and office support in the treatment of children with eligible medical conditions.	No
48	California Children's Services (CCS) Medical Therapy Program	\$9,795,873	California Department of Health Care Services-Children's Medical	Varies	Recurring	\$9,795,872	No new positions	The State government funds the CCS Medical Therapy Program (MTP). The program provides diagnostic and treatment services including physical and occupational therapy in the treatment of children with eligible medical conditions.	No

Summary of Anticipated Grant Applications for FY 2025-26

#	Name of Grant	Application Amount to be Requested (Estimated)	Grant Source	Application Due Date (Estimated)	Grant Status (New or Recurring)	County Match Required? (\$ amount or %)	New Full or Part-time Positions	Project Name and Purpose of Grant	Does this Grant Require CEQA Findings?
49	Public Health Emergency Preparedness	\$3,779,718	California Department of Public Health	July	Recurring	-	No new positions	Grant funds are used to strengthen local jurisdiction's preparedness, response and recovery capabilities to bioterrorism, infectious disease outbreaks and other public health emergencies. These funds emphasize assessing, measuring and sustaining preparedness capabilities. The funding helps build and sustain the following capabilities: Community Preparedness, Community Recovery, Emergency Operations Coordination, Public Information & Warning, Fatality Management, Information Sharing, Mass Care, Medical Countermeasure Dispensing, Medical Material Management and Distribution, Medical Surge, Non-Pharmaceutical Interventions, Public Health Laboratory Testing, PH Surveillance & Epi Investigation, Responder Health & Safety, Volunteer Management.	No
Grand Total		\$112,729,974							



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 4, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Laboratory Response Network (LRN) Data Integration
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Association of Public Health Laboratories (APHL)
Application Amount Requested:	\$150,000
Application Due Date:	August 31, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Non Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>Data Modernization:</p> <p>Eliminate manual/paper processes by adopting contemporary technologies Increase data accessibility, security and effective utilization to drive outcomes Reduce data silos by integrating data from various sources into a centralized repository or unified data ecosystem</p>	

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>1. The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this allocation award for the term of July 1, 2025 to June 30, 2026, and delegate authority to the Health Care Agency Director, or designee, to execute the application and any forms needed for this application</p> <p>2. Authorize the Health Care Agency Director, or designee, to execute such future amendments to the application referenced above that do not change the application amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.</p>	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 5, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Population Health Grant - Community Health Improvement Planning
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	CalOptima Health
Application Amount Requested:	\$990,678.46
Application Due Date:	August 31, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Non-Competing Continuation Award
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

Pursuant to guidance from the California Department of Health Care Services (DHCS), Managed Care Plans (MCPs) are required to meaningfully participate with Local Health Jurisdictions (LHJs) in a coordinated effort to develop and implement Community Health Assessments (CHAs) and Community Health Improvement Plans (CHIPs). This collaboration is intended to promote alignment across the health ecosystem, reduce duplication of effort, and ensure a unified, community-drive approach to identifying and addressing local health priorities.

These resources will enable the Local Health Jurisdiction to lead the facilitation of a comprehensive and integrated CHA and CHIP process. Through robust community engagement and cross-sector partnerships, this initiative will ensure that local stakeholders and residents are meaningfully involved in shaping and advancing equitable health outcomes across the jurisdiction.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>The Health Care Agency requests that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Authorize the Health Care Agency to apply for this grant award, and delegate authority to the Health Care Agency Director, or designee, to execute the application and/or any documents related to this application. 2. Authorize the Health Care Agency Director, or designee, to execute such future amendments to the application referenced above that do not change the application amount by more than 10% of the original amount and/or make immaterial changes to the application scope of work. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 4, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Ending the HIV Epidemic (EHE): A Plan for America- Ryan White HIV/AIDS Program Parts A and B
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Health Resources Services Administration
Application Amount Requested:	\$3,257,738
Application Due Date:	October 22, 2024
Board Date when Board Approved this Application:	July 23, 2024
Awarded Funding Amount:	\$3,402,000
Notification Date of Funding Awarded:	July 24, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	03/01/2024 - 02/28/2025 Award = \$2,000,000 03/01/2023 - 02/28/2024 Award = \$2,000,000 03/01/2022 - 02/28/2023 Award = \$1,214,084
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide 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 goals of the EHE initiative funding are to address the following strategies/pillars:</p> <p>Pillar 1: Diagnose all people with HIV as early as possible;</p> <p>Pillar 2: Treat people with HIV rapidly and effectively to reach sustained viral suppression;</p> <p>Pillar 3: Prevent new HIV transmissions by using proven interventions; and</p>	

Pillar 4: Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

Funding is provided in the form of cooperative agreement. The Health Care Agency collaborates with HRSA's HIV/AIDS Bureau and its Ryan White HIV/AIDS Program Parts A and B to achieve program goals specifically focused on pillars 2 and 4 of the EHE initiative.

There is an allotment of (\$75,200) for food, incentives, and enablers to enhance treatment adherence, engagement in care, and achieve viral load suppression.

Board Resolution Required?

No

Deputy County Counsel Name:

Recommended Action(s)

(Please specify below)

The Health Care Agency requests that the Board of Supervisors:

1. Accept the award of the Ending the HIV Epidemic: Plan for America- Ryan White HIV/AIDS Program Parts A and B grant funding for the term of March 1, 2025 through February 28, 2026, in the amount of \$3,402,000.
2. Authorize the Health Care Agency Director, or designee, to sign and execute the Grant Award Agreement, upon review and approval by County Counsel, and authorize the Health Care Agency Director, or designee, to sign and execute Agreement and any related documents for this award and to make 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.

Department Contact:

List the name and contact information (telephone, email) of the person to be contacted for further information.

Jenna Sarin 714-834-4099 jsarin@ochca.com

Name of individual attending the Board Meeting:

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

Veronica Kelley



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 4, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	HIV Emergency Relief Project Grants - Ryan White Part A
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Health Resources Services Administration (HRSA)
Application Amount Requested:	\$7,124,266
Application Due Date:	N/A
Board Date when Board Approved this Application:	July 23, 2024
Awarded Funding Amount:	\$6,705,916
Notification Date of Funding Awarded:	July 24, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	03/01/2024 - 02/28/2025 Award = \$6,785,016 03/01/2023 - 02/29/2024 Award = \$6,804,313 03/01/2022 - 02/28/2023 Award = \$7,041,266
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Competitive
County Match?	Yes
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	Maintenance of Effort is fulfilled based on unallowable expenses (e.g., salary rate limitations) and unclaimed indirect expenses for the following service categories: Admin, Outpatient/Ambulatory Health Services, Medical Nutrition Therapy, Medical Case Management, Early Intervention Services, Case Management: Non-Medical, Medical Transportation and Outreach Services. Funds will be fulfilled through County general funds. The amount to match is \$134,118.
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The HIV Emergency Relief Project Grants - Ryan White Part A program provides funding for HIV services to eligible individuals in Orange County including early detection of HIV, rapid linkage to medical care, and essential core and support services, ultimately resulting in HIV viral load suppression and reduced HIV transmission. Ryan White Part A program funds are utilized as payor of last resort.

There is an allotment (\$1,000) for incentives and enablers to enhance participation in needs assessment activities such as client needs and satisfaction surveys.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>The Health Care Agency requests that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Accept the grant funding award from the Health Resources Services Administration for Ryan White Part A HIV Emergency Relief Projects for the term of March 1, 2025, through February 28, 2026, in the amount of \$6,705,916. 2. Authorize the Health Care Agency Director, or designee, to sign and execute the Grant Award Agreement, upon review and approval by County Counsel, and authorize the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement, and/or any related documents for this award and to make 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. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jenna Sarin 714-834-4099 jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 4, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Disease Intervention Specialist (DIS) Workforce
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health (CDPH) - STD Control Branch
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$2,536,457
Notification Date of Funding Awarded:	July 29, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	1/1/23 - 6/18/25 = \$563,657 1/1/22 - 12/31/22 = \$563,657 7/1/21 - 12/31/21 = \$563,657
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Allocation
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

DIS Workforce Development Grant is intended to develop, expand, train, and sustain the DIS workforce and address jurisdictional prevention and response needs for sexually transmitted infections (STIs), human immunodeficiency virus (HIV), Hepatitis C Virus (HCV), and mpox over the performance period. The grant funding award is for the term July 1, 2025, through June 30, 2030, in the amount of \$2,536,457. Year 1 funding award is \$281,829 and Year 2-5 funding award is \$563,567 per year.

The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox or other emerging sexually transmissible diseases.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>The Health Care Agency (HCA) respectfully requests that the Board of Supervisors take the following actions:</p> <ol style="list-style-type: none"> 1. Accept the grant funding award for Disease Intervention Specialist (DIS) Workforce from the California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB), for the term July 1, 2025, through June 30, 2026, in the amount of \$281,829. 2. Accept the grant funding award for DIS Workforce from the CDPH-STDCB, for the term July 1, 2025, through June 30, 2030, in the amount of \$2,536,457 and authorize the HCA to accept subsequent funding allocation awards through funding term without further Board action. 3. Authorize the HCA Director, or designee, to execute the DIS Workforce Grant, upon review and approval by County Counsel, and delegate authority to the HCA Director, or designee, to sign and execute the Agreement and/or any documents related to this agreement and award, and to make sure future amendments thereto that do not change the Agreement award amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer (Jenna) Sarin jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



VERONICA KELLEY, DSW, LCSW
AGENCY DIRECTOR

JENNIFER SARIN, MSN, RN, PHN
DIRECTOR OF PUBLIC HEALTH AND NURSING

APRIL OROZCO, MSN, RN, PHN, NE-BC
ASSISTANT DEPUTY DIRECTOR
CLINICAL AND COMMUNITY SERVICES
NURSING SERVICES
WORKFORCE DEVELOPMENT

1725 W. 17TH STREET
SANTA ANA, CA 92706

PUBLIC HEALTH SERVICES

DATE: July 28, 2025

TO: Michelle Aguirre, County Executive Officer

Digitally signed
by Michelle
Aguirre
Date: 2025.08.05
08:27:54 -07'00'

FROM: Veronica Kelley, DSW, LCSW, Agency Director
Jennifer Sarin, MSN, RN, PHN, Director of Public Health and Nursing

SUBJECT: Retroactive Request to Accept Award – California Department of Health Care Services (DHCS), Health Care Program for Children in Foster Care (HCPCFC) Award

This memo is being submitted to request that the County Executive Officer place the subject grant award on the August 12, 2025, Board of Supervisors Meeting Agenda.

On July 1, 2025, the California Department of Health Care Services (DHCS) awarded OC Health Care Agency an Award of \$2,883,592.00 for Health Care Program for Children in Foster Care program. The term of the agreement is July 1, 2025, through June 30, 2026.

This is a standard annual agreement which is included in the FY 2025-26 adopted budget. Due to there being no available Board dates in the month of July, it was not possible to submit the request for acceptance of award to the Board within 30 days of notification. HCA is respectfully requesting the approval to accept the California Department of Health Care Services (DHCS) award of \$2,883,592.00 to OC Health Care Agency’s Health Care Program for Children in Foster Care program.

If you have any questions about the grant award, please contact Jennifer Sarin, Director of Public Health Services and Nursing at (714) 834-4099.

Thank you for your consideration,

JS

Initial
6

DocuSigned by:
Veronica Kelley

E8B80965A4EC417...
Veronica Kelley, DSW, LCSW
Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 1, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Health Care Program for Children in Foster Care (HCPCFC)
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Health Care Services (DHCS) - HCPCFC Program Letter 25-03
Application Amount Requested:	\$2,883,592
Application Due Date:	Ongoing
Board Date when Board Approved this Application:	July 23, 2024
Awarded Funding Amount:	\$2,883,592
Notification Date of Funding Awarded:	July 1, 2025
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 24-25 Awarded: \$2,857,932 FY 23-24 Awarded: \$2,394,351 FY 22-23 Awarded \$2,277,923
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Non Competitive
County Match?	Yes
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	The award amount includes the Federal Title XIX dollars. The agency budgeted realignment funds are used for Title XIX match. Approx. 7% of the total award amount will be used to match.
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide 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 California Department of Health Care Services (DHCS) administers the federal and state funds to local health jurisdictions to administer the Health Care Program for Children in Foster Care Program. The OC Health Care Agency provides public health nursing services in the child welfare services program as set forth by the California Department of Social Services (CDSS) and DHCS to meet the federal requirements for the provision of health care to minor and nonminor dependents in foster care. The DHCS HCPCFC grant funds the HCPCFC Public Health Nursing program within Community and Nursing Services Division to promote and enhance the physical, mental, dental, and developmental well-being of children in the child welfare system, including Children and Youth with Special Health Care Needs and those requiring Psychotropic Medication Monitoring and Oversight.</p>	

Board Resolution Required? Deputy County Counsel Name:	No
Recommended Action(s) (Please specify below)	
<p>The Health Care Agency requests that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Accept the grant funding award from the California Department of Health Care Services for the term of July 1, 2025, through June 30, 2026, in the amount of \$2,883,592.00. 2. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement and/or any documents related to this award, and to make 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. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 JSarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



VERONICA KELLEY, DSW, LCSW
AGENCY DIRECTOR

JENNIFER SARIN, MSN, RN, PHN
DIRECTOR OF PUBLIC HEALTH AND NURSING

APRIL OROZCO, MSN, RN, PHN, NE-BC
ASSISTANT DEPUTY DIRECTOR
CLINICAL AND COMMUNITY SERVICES
NURSING SERVICES
WORKFORCE DEVELOPMENT

1725 W. 17TH STREET
SANTA ANA, CA 92706

PUBLIC HEALTH SERVICES

DATE: July 28, 2025

TO: Michelle Aguirre, County Executive Officer

Digitally signed
by Michelle
Aguirre
Date: 2025.08.05
08:27:05 -07'00'

FROM: Veronica Kelley, DSW, LCSW, Agency Director
Jennifer Sarin, MSN, RN, PHN, Director of Public Health and Nursing

SUBJECT: Retroactive Request to Accept Award – California Department of Public Health, Maternal, Child, and Adolescent Health – Adolescent Family Life Program Award

This memo is being submitted to request that the County Executive Officer place the subject grant award on the August 12, 2025, Board of Supervisors Meeting Agenda.

On July 2, 2025, the California Department of Public Health, Maternal, Child, and Adolescent Health (MCAH) awarded OC Health Care Agency an Award of \$853,503.32 for Adolescent Family Life Program. The term of the agreement is July 1, 2025, through June 30, 2026.

This is a standard annual agreement which is included in the FY 2025-26 adopted budget. Due to there being no available Board dates in the month of July, it was not possible to submit the request for acceptance of award to the Board within 30 days of notification. HCA is respectfully requesting the approval to accept the California Department of Public Health (CDPH), Maternal, Child, and Adolescent Health (MCAH) award of \$853,503.32 to OC Health Care Agency's Adolescent Family Life Program.

If you have any questions about the grant award, please contact Jennifer Sarin, Director of Public Health Services and Nursing at (714) 834-4099.

Thank you for your consideration,

JS

Initial
G

DocuSigned by:
Veronica Kelley
E8B80965A4EC417...

Veronica Kelley, DSW, LCSW
Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	July 31, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Adolescent Family Life Program (Agreement #202530)
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health: Maternal, Child, and Adolescent Health Division
Application Amount Requested:	\$853,503.32
Application Due Date:	Ongoing
Board Date when Board Approved this Application:	July 23, 2024
Awarded Funding Amount:	\$853,503.32
Notification Date of Funding Awarded:	July 2, 2025
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 24-25 awarded \$753,668.41 FY 23-24 awarded \$733,319.33 FY 22-23 awarded \$634,292.16
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Non Competitive
County Match?	Yes
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	The award amount includes the Federal Title XIX dollars. The agency budgeted realignment funds are used for Title XIX match.
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide 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 California Department of Public Health's (CDPH) Maternal, Child, and Adolescent Health (MCAH) Division receives funding from the state budget and from the federal government to disburse to local health-related entities and others to promote better health of all mothers and children in California. The Adolescent Family Life Program (AFLP) supports expectant and parenting youth in California using the evidence-informed Positive Youth Development (PYD) model. AFLP is a case management program for expectant and parenting youth aged 21 and under which aims to: 1) Increase access to and utilization of needed services. 2) Increase social and emotional support and build resiliency. 3) Empower youth to cultivate personal autonomy to make informed decisions about their sexual and reproductive health. 4) Strengthen youth knowledge and self-efficacy for education and career attainment.</p>	

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>The Health Care Agency requests that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Accept the grant funding award from the California Department of Public Health Maternal, Child, and Adolescent Health Division for the Adolescent Family Life Program for the term of July 1, 2025, through June 30, 2026, in the amount of \$853,503.32. 2. Authorize the Health Care Agency Director, or designee, to execute the Grant Award Agreement, upon review and approval by County Counsel, and delegate authority to the Health Care Agency Director, or designee, to sign and execute the Acceptance of Award, Agreement and/or any documents related to this award, and to make 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. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jennifer Sarin 714-834-4099 JSarin@ochca.com JSarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	



VERONICA KELLEY, DSW, LCSW
AGENCY DIRECTOR

JENNIFER SARIN, MSN, RN, PHN
DIRECTOR OF PUBLIC HEALTH AND NURSING

APRIL OROZCO, MSN, RN, PHN, NE-BC
ASSISTANT DEPUTY DIRECTOR
CLINICAL AND COMMUNITY SERVICES
NURSING SERVICES
WORKFORCE DEVELOPMENT

1725 W. 17TH STREET
SANTA ANA, CA 92706

PUBLIC HEALTH SERVICES

DATE: June 24, 2025

TO: Michelle Aguirre, Country Executive Office *MAguirre*

FROM: Veronica Kelley, DSW, LCSW, Agency Director
Lorraine Daniel, Assistant Agency Director
Jenna Sarin, MSN, RN, PHN, Director of Public Health and Nursing

SUBJECT: Retroactive Request to Accept Tuberculosis Control Local Assistance Funds

Digitally signed by
Michelle Aguirre
Date: 2025.07.30
12:52:38 -07'00'

This memo is being submitted to request that the County Executive Officer place the subject grant award on the August 12, 2025, Board of Supervisors (Board) Meeting Agenda.

The California Department of Public Health (CDPH) provides funding to the Orange County Health Care Agency (HCA) to support tuberculosis (TB) prevention and control activities in Orange County. TB prevention and control activities include diagnosis, treatment and case management for Orange County residents with TB disease and TB screening services (TB testing, chest x-rays, symptom check, and physician evaluation, when appropriate) and treatment for latent TB infection for Orange County residents who are at highest risk for progression from TB infection to active TB disease.

On June 19, 2025, the HCA received from CDPH the notice of award in the amount of \$1,113,769, for the term of July 1, 2025, through June 30, 2026. The process to accept the award was initiated, however, based on timing of available Board meeting dates and review of documents, the HCA was unable to present this item within the 30-day timeframe of the Grants policy.

If you have any questions about the grant, please contact Jenna Sarin, Director of Public Health and Nursing.

Thank you for your consideration,

DocuSigned by:

 E8B80965A4EC417...
 Veronica Kelley, DSW, LCSW
 Agency Director



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	June 25, 2025
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Tuberculosis Control Local Assistance Funds
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health (CDPH) – Tuberculosis Control Branch (TBCB)
Application Amount Requested:	\$1,113,769
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$1,113,769
Notification Date of Funding Awarded:	June 19, 2025
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	07/01/2024-06/30/2025 Award = \$1,160,244
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Formula based
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Tuberculosis Control Local Assistance Funds provide support for tuberculosis (TB) prevention and control activities in fiscal year (FY) 2025-2026. The total award of \$1,113,769 is comprised of \$561,166 state and \$552,603 of federal funds. TB prevention and control activities include diagnosis, treatment and case management for Orange County residents with TB disease and TB screening services (TB testing, chest x-rays, symptom check, and physician evaluation, when appropriate) and treatment for latent TB infection for Orange County residents who are at highest risk for progression from TB infection to active TB disease. The funds also support activities mandated by Health and Safety Code sections 121361 and 121362, which include local Health Officer, or designee, review and approval within 24 hours of receipt TB treatment plans submitted by a health facility. The funds include an allotment (\$65,747) for food, shelter, incentives and enablers including but not limited to housing assistance, grocery, merchandise or department store gift cards or prepaid gas cards. These

are to enhance treatment adherence and compliance, prevent homelessness and allow the use of less restrictive alternatives that decrease or obviate the need for detention.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>The Health Care Agency requests that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Accept the grant award for the term of July 1, 2025, through June 30, 2026, in the amount of \$1,113,769 for provision for tuberculosis (TB) prevention and control activities to Orange County. 2. Authorize the Health Care Agency Director, or designee, to sign and execute the Grant Award Agreement, upon review and approval by County Counsel, and authorize the Health Care Agency Director, or designee, to sign and execute the Award, Agreement and related documents for this award and to make 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. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Jenna Sarin, MSN, RN, PHN, Director of Public Health and Nursing 7148344099 jsarin@ochca.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Veronica Kelley	

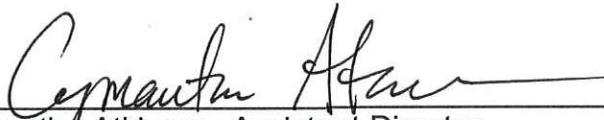
Grant Retroactive/Ratification Memorandum

Date: 7/29/2025
To: County Executive Office
From: Cymantha Atkinson, Assistant Director, OC Community Resources
Re: Advancing 30x30 in Coastal Waters: South Orange County Shoreline and Biodiversity Monitoring Project
Subject: Request for Retroactive Approval of Grant Application

The State of California committed to the goal of conserving 30% of state lands and coastal waters by 2030 (also known as the “30 by 30” or “30×30” initiative). The California Ocean Protection Council (OPC) has developed the Advancing 30x30 in Coastal Waters grant program to advance that initiative to help promote marine conservation.

OPC released the Notice of Funding Opportunity (NOFO) for the competitive Advancing 30x30 in Coastal Waters grant program on June 18, 2025, with a due date of July 18, 2025, to submit a Letter of Interest (LOI). The LOI is the first phase of the grant application process and is required. Following the review of the LOI, OPC will invite selected applicants to submit full proposals/applications by November 7, 2025. OC Community Resources/OC Parks (OCCR/OC Parks) determined that this opportunity could be used to obtain shoreline data at south Orange County beaches to help inform future local and regional coastal resiliency solutions and submitted the LOI on July 18, 2025.

Due to the timing of the NOFO release and the Board being dark during July, the earliest Board date to request approval to submit the LOI and application for the grant is August 12, 2025. OCCR/OC Parks is requesting retroactive approval to submit a LOI for this grant opportunity.



Cymantha Atkinson, Assistant Director
 OC Community Resources

7/30/25

Date

Approved:



Digitally signed by
 Michelle Aguirre
 Date: 2025.08.05
 08:25:45 -07'00'

8/5/25

Michelle Aguirre, County Executive Officer
 County Executive Office

Date



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 5, 2025
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	Advancing 30x30 in Coastal Waters - South Orange County Shoreline & Biodiversity Monitoring Project
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Ocean Protection Council
Application Amount Requested:	\$250,000
Application Due Date:	July 18, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The California Ocean Protection Council's (OPC) Advancing 30x30 in Coastal Waters grant will be used by OC Community Resources/OC Parks (OCCR/OC Parks) for the South Orange County Shoreline & Biodiversity Monitoring Project that focuses on: (1) conducting baseline project studies by installing two monitoring cameras that incorporate advanced AI-based analysis tools; (2) evaluating coastal biodiversity in south Orange County by contracting a specialist scientist(s) (e.g., ornithologist, botanist, biologist) to advise and implement monitoring of foreshore resources and coastal dune habitat in the project area; and (3) continuing the regional shoreline transect monitoring program for an additional year.

The primary goals of the project are to:

Implement multiple methods of gathering baseline scientific data to track shoreline change, monitor wave condition and runup, and analyze coastal biodiversity.

Build a better understanding of long-term coastal trends to inform regional coastal projects.

Quantify the success of future local and regional coastal resiliency solutions.

A letter of intent was submitted by the 7/18/2025 deadline, as required by the OPC, as part of the preselection criteria and first step in the application process. Selected applicants will be notified on 8/15/2025 whether they have been invited to submit full grant proposals by 11/7/2025.

Board Resolution Required?

No

Deputy County Counsel Name:

Recommended Action(s)

(Please specify below)

1. Authorize OC Community Resources/OC Parks to apply for the California Ocean Protection Council - Advancing 30x30 in Coastal Waters grant.
2. Authorize the OCCR Director, or designee, to execute any related documents necessary for the grant application.

Department Contact:

List the name and contact information (telephone, email) of the person to be contacted for further information.

Dylan Wright 714-480-2788 dylan.wright@occr.ocgov.com

Pam Passow 714-973-6650 Pam.Passow@occr.ocgov.com

Name of individual attending the Board Meeting:

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

Dylan Wright



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 1, 2025
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	California Jobs First - Regional Investment Initiative - Catalyst Grant Program
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Employment Development Department, Orange County Business Council and Charitable Ventures of Orange County, Inc., a nonprofit public benefit corporation
Application Amount Requested:	\$250,000
Application Due Date:	June 20, 2025
Board Date when Board Approved this Application:	June 24, 2025
Awarded Funding Amount:	\$250,000
Notification Date of Funding Awarded:	July 25, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Award - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>OC Community Resources/Workforce & Economic Development Division (OCCR/WEDD) will use the funds to host sector convenings and to conduct targeted outreach in the healthcare industry by bringing together healthcare employers, schools, job training programs and community groups. These convenings will focus on strengthening partnerships and building lasting career pathways in the healthcare field while working towards the goals of addressing workforce shortages in healthcare, aligning training programs with employer needs, supporting apprenticeships, on-the-job training and credential programs. Charitable Ventures will act as the fiscal agent and be responsible for managing and distributing Catalyst grant funds. The Orange County Business Council will serve as the regional convener and help facilitate management of the contract.</p>	

On July 25, 2025, OCCR/WEDD was notified of a \$250,000 grant award from the California Jobs First - Regional Investment Initiative - Catalyst Grant Program.

This grant and program is part of a broader effort by OCCR/WEDD to help people throughout Orange County build careers and to support local businesses by connecting them with job seekers, training and other workforce resources.

Board Resolution Required?

No

Deputy County Counsel Name:

Recommended Action(s)

(Please specify below)

1. Accept \$250,000 subgrant award from Charitable Ventures of Orange County, Inc., a nonprofit corporation, for the California Jobs First - Regional Investment Initiative - Catalyst Grant Program; and
2. Authorize OC Community Resources Director or designee to execute California Jobs First: Regional Investment Initiative: Catalyst Subcontract Agreement in the amount of \$250,000, effective upon execution through September 30, 2026, for California Jobs First - Regional Investment Initiative - Catalyst Grant Program, and the the Certification Regarding Debarment and Suspension and the Certification for Contracts, Grants, Loans, and Cooperative Agreements attached therein; and
3. Authorize OC Community Resources Director or designee to execute any related documents necessary to accept/administer grant award.

Department Contact:

List the name and contact information (telephone, email) of the 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 individual attending the Board Meeting:

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

Dylan Wright



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	July 31, 2025
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	FY 2025-26 Area Plan Program
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Aging
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$801,484
Notification Date of Funding Awarded:	July 18, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	Yes
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2025-26: \$17,150,313 FY 2024-25: \$19,528,127 FY 2023-24: \$19,630,572 FY 2022-23: \$17,652,458 FY 2021-22: \$27,098,925
Does this grant require CEQA findings?	No
What Type of Grant is this?	Award - Non Competitive
County Match?	Yes
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	OC Community Resources / OC Community Services / Office on Aging will utilize allocated County General Fund dollars to fulfill the County match requirement. No additional General Funds are being requested.
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>On July 18, 2025, OCCR/OoA received notification from the California Department of Aging (CDA) of an additional \$801,484 in funding to the FY 2025-26 Area Plan annual allocation. This brings the total annual allocation to \$17,951,797. This additional funding includes:</p> <ul style="list-style-type: none"> • \$196,776 increase for Ombudsman staffing, outreach, training, and volunteer supervision. • \$604,708 increase for the Nutrition Services Incentive Program (NSIP) to enhance support for food purchases used in the preparation of meals. 	

The NSIP portion of the FY 2025-26 Area Plan funding was not included in the annual allocation notification received from the CDA in May. The grant amount in this CDA notification includes the anticipated NSIP funding.

On June 4, 2024, the Board of Supervisors approved the five-year Memorandum of Understanding AAA-2425-22 with the CDA and the OAA and OCA Program Guide, to allow for the CDA to directly allocate funding to OCCR/OoA without the need to execute annual contracts or amendments.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
Accept the additional FY 2025-26 Area Plan grant award funding in the amount of \$801,484.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Dylan Wright 7144802788 dylan.wright@occr.ocgov.com Renee Ramirez 7144806483 Renee.Ramirez@occr.ocgov.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Dylan Wright	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 6, 2025
Requesting Agency/Department:	OC Waste & Recycling
Grant Name and Project Title:	Household Hazardous Waste Discretionary Grants Program
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	CalRecycle
Application Amount Requested:	\$50,000
Application Due Date:	August 26, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	December 16, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
Improper storage and disposal of marine flares pose a public safety hazard with potential harm to the environment due to their classification as explosives. OCWR will use grant funds to cover costs associated with hosting marine flare collection events throughout various OC harbor cities. These events will be open to all Orange County residents as a free opportunity to properly dispose of marine flares. In 2022, OCWR collected 644 pounds of marine flares during a single six-hour event.	
Board Resolution Required?	Yes
Deputy County Counsel Name:	Paul Albarian

Recommended Action(s) (Please specify below)	
<ol style="list-style-type: none"> 1. Request approval for the OC Waste & Recycling Director or designee, to submit the Household Hazardous Waste Discretionary Grants Program - Cycle 45 application. 2. Adopt a governing body resolution that authorizes the OC Waste & Recycling Director or designee, to sign all necessary documents in applying for the Household Hazardous Waste Discretionary Grants Program – Cycle 45. 	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Andrew Le 714-834-4151 andrew.le@ocwr.ocgov.com Irene Alonso 714-673-2849 irene.alonso@ocwr.ocgov.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Tom Koutroulis	

**RESOLUTION OF THE ORANGE COUNTY BOARD OF SUPERVISORS
AUTHORIZING SUBMITTAL OF AN INDIVIDUAL GRANT APPLICATION FOR THE
HOUSEHOLD HAZARDOUS WASTE DISCRETIONARY GRANTS PROGRAM
(CYCLE 45)**

AUGUST 12, 2025

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT ERSOLVED that the Orange County Board of Supervisors authorizes the submittal of application materials to CalRecycle for the Household Hazardous Waste Discretionary Grants, Cycle 45 (Grant ID: 33104) for which OC Waste & Recycling is eligible; and

BE IT FURTHER RESOLVED that the Director of OC Waste & Recycling, or his/her designee is hereby authorized and empowered to execute in the name of the OC Waste & Recycling, grant documents relating to the application submittal of the Household Hazardous Waste Discretionary Grants Program, Cycle 25 (Grant ID: 33104); and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption.



MEMORANDUM

DATE: August 5, 2025
TO: County Executive Officer
FROM: Tom Koutroulis, Director, OC Waste & Recycling
SUBJECT: Retroactive Request to Apply for California Department of Forestry and Fire (CAL Fire) Wildfire Prevention Grant

Orange County Waste & Recycling (OCWR), Office of Sustainability, respectfully requests retroactive approval to apply for the CAL Fire Wildfire Prevention Grant. OCWR is taking the lead on this application as an inter-agency collaboration with OC Parks and OC Public Works. The grant application was due on August 6, 2025, to CAL FIRE under its Wildfire Prevention Grant, funded through Proposition 4.

This memo is being submitted to request the County Executive Office to include the subject grant application on the August 12, 2025, Board of Supervisors (Board) Meeting Agenda. This Notice of Funding Opportunity (NOFO) was released in early July 2025 with a submission deadline of August 6, 2025. OCWR is pursuing this opportunity in collaboration with OC Parks and OC Public Works (OCPW) as a single submittal. The Board did not meet in July which precluded OCWR from receiving prior authorization.

The County is requesting \$950,000 in brush clearing equipment (OCWR), additional public outreach and education on brush clearance (OCPW), additional tree clearance funding (OCPW), and fire prevention master planning (OC Parks).

 8/5/25

Tom Koutroulis, Director Date

 Date: 2025.08.06 08:15:46 -07'00' 8/6/25

Approved: _____ Date
 Michelle Aguirre, _____
 County Executive Officer



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 5, 2025
Requesting Agency/Department:	OC Waste & Recycling
Grant Name and Project Title:	Wildfire Prevention (WP) Grants Program (Prop 4)
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Forestry and Fire Protection (CAL FIRE)
Application Amount Requested:	\$950,000
Application Due Date:	August 6, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? Retroactive	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
<p>CAL FIRE's WP Grants Program (Prop 4) provides funding for wildfire prevention projects and activities in and near wildfire-threatened communities that focus on increasing the protection of people, structures, and communities. OCWR is taking the lead on this application and applying for three electric mini skid-steers and one D3 dozer for brush clearance and abatement at its three active landfills and inactive sites as necessary. Agency partner OCPW is requesting funds for Outreach and Community Engagement as well as a Hazard Weed Abatement Amplification Program. OCWR's second partner, OC Parks, is requesting funds for Wildland Fire Management Planning.</p>	
Board Resolution Required?	No

Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
Retroactively authorize the OC Waste & Recycling Director or designee, to submit the California Department of Forestry and Fire Protection (CAL FIRE) Wildfire Prevention (WP) Grants Program application.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Tara Tisopulos 714-290-0446 tara.tisopulos@ocwr.ocgov.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Tom Koutroulis	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	July 31, 2025
Requesting Agency/Department:	Public Defender
Grant Name and Project Title:	Anaheim Collaborative Court: Evaluating Strategies and Solutions ("ACCESS") Program
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	City of Anaheim
Application Amount Requested:	\$538,436.32
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	\$538,436.32
Notification Date of Funding Awarded:	July 11, 2025
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Award - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	Yes
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The City of Anaheim was awarded a Proposition 47 grant from the State of California through the Board of State and Community Corrections ("BSCC") to support the Anaheim Collaborative Court: Evaluating Strategies and Solutions ("ACCESS") program. ACCESS is a collaboration between the Orange County Superior Court, City of Anaheim, and Orange County Public Defender to provide diversion opportunities to justice-involved individuals at the intersection of homelessness, substance use disorder, and/or mental illness. Pursuant to the original grant proposal and with the concurrence of the City of Anaheim, grant funds have been secured to support a full-time Orange County Public Defender Social Worker assigned to ACCESS, to identify candidates for the program and facilitate in-court referrals and program evaluations. The work is comprised of existing and impending Public

Defender cases originating out of the City of Anaheim and being prosecuted by the Anaheim City Attorney for potential referral to the ACCESS program.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>1. Approve the grant funding award from the City of Anaheim for the Anaheim Collaborative Court: Evaluating Strategies and Solutions ("ACCESS") Program in the amount of up to \$538,436.32</p> <p>2. Authorize the Public Defender, or designee, to execute the Memorandum of Understanding (MOU) and any documents related to this award, and to make such future amendments thereto that do not change the MOU amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the MOU.</p>	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Sara Nakada 657-251-8696 sara.nakada@ocpubdef.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Sara Nakada	



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 6, 2025
Requesting Agency/Department:	Sheriff-Coroner
Grant Name and Project Title:	California Violence Intervention and Prevention Grant Program (CaVIP) Cohort 5
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Board of State and Community Corrections
Application Amount Requested:	\$500,000
Application Due Date:	August 18, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? No	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Orange County Sheriff's Department (OCSD) and its School Mobile Assessment and Resource Team (SMART) will collaborate with the Boys and Girls Club of Garden Grove (BGCGG) to develop a community-based gun violence reduction program by focusing on and identifying youths in the community who are at risk of either perpetrating or becoming victims of gun violence. SMART officers had previously worked with a county-employed social worker to help mitigate mental health cases, but the role was eliminated due to budget cuts. Without that critical support system in place, needed services like de-escalation in a crisis, therapy intervention, and a case being monitored until a solution is found, are not available to those in need.

Funding from the CalVIP program would make it possible to have a clinician respond alongside SMART officers to incidents related to school threats of violence. The benefit of a Mental Health Clinician being available to youth in need would include destigmatizing mental health issues, early intervention, addressing root causes, and avoiding harsher disciplinary actions. The clinician will conduct assessments to evaluate the students emotional state, level of risk, and managing and maintaining records of behavioral threat assessments.

Board Resolution Required?

No

Deputy County Counsel Name:

Recommended Action(s)

(Please specify below)

Authorize the Sheriff-Coroner, or designee, to sign all necessary CalVIP Grant Program - Cohort 5 application documents required for submitting the application to the California Board of State and Community Corrections.

Department Contact:

List the name and contact information (telephone, email) of the person to be contacted for further information.

Sgt. Jeffrey Jacques (949) 206-6104 JJacques@OCSheriff.gov

Sgt. Theresa Pereyra (714) 647-1870 TPereyra@ocsheriff.gov

Name of individual attending the Board Meeting:

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

Sgt. Jeffrey Jacques / Sgt. Theresa Pereyra

ORANGE COUNTY SHERIFF'S DEPARTMENT

EXTERNAL MEMO

Digitally signed
by Michelle
Aguirre
Date:
2025.08.05
08:26:26 -07'00'

M. Aguirre

N. Barnes



To: County Executive Officer, Michelle Aguirre
From: Sheriff-Coroner, Don Barnes
Date: July 24, 2025
RE: Retroactive Request to Accept the Operation Stonegarden Grant Program

The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant award on the August 12, 2025, Board of Supervisors Meeting Agenda to accept the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program.

The U.S. Department of Homeland Security, through the California Governor's Office of Emergency Services (Cal OES), has allocated funding to the San Diego County Sheriff's Office (SDSO), which serves as the grant administrator of the OPSG program. The SDSO has distributed funding to the Orange County Sheriff's Department (OCSD) for various operational needs, including overtime, fringe benefits, vessel maintenance, fuel costs, and mileage. The OCSD will use the OPSG funding to employ trained personnel equipped with specialized technology to disrupt the activities of criminal organizations involved in the transportation of bulk narcotics, illegal firearms, and criminal proceeds. The grant funding will also support monitoring California's coastal waters, with a specific focus on targeting border-related crimes in the U.S./Mexico border region and along the California coastline.

On June 27, 2025, the SDSO notified the OCSD of the Agreement to award funds in the amount of \$400,000 for the term of April 10, 2025, through February 28, 2027. The process to accept the funds was initiated; however, due to the timing of the available Board of Supervisors meeting dates, the Sheriff-Coroner was unable to present this grant item within the required 30-day timeframe as outlined in the Grants policy.

If you have any questions about this grant, please contact Miriam Torrez, Fiscal Administrator at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Manager Brian Wayt, Administrative Services Command
 Business Services Deputy Director Noma M. Crook, Financial/Administrative Services Division
 Senior Fiscal Manager Karla Lazaridis, Financial/Administrative Services Division
 Fiscal Administrator Miriam Torrez, Financial/Administrative Services Division



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	July 31, 2025													
Requesting Agency/Department:	Sheriff-Coroner													
Grant Name and Project Title:	FY2024 Operation Stonegarden Grant (OPSG) Program													
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	The San Diego County Sheriff's Office awarded from the U.S. Department of Homeland Security (DHS) passed-through the California Governor's Office of Emergency Services (Cal OES).													
Application Amount Requested:	\$400,000													
Application Due Date:	N/A													
Board Date when Board Approved this Application:	N/A													
Awarded Funding Amount:	\$400,000													
Notification Date of Funding Awarded:	June 27, 2025													
Is this an Authorized Retroactive Grant Application/Award? Retroactive														
Recurrence of Grant:	Yes													
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Grant Year</th> <th style="text-align: left;">Amount</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$353,597</td> </tr> <tr> <td>2020</td> <td>\$283,000</td> </tr> <tr> <td>2021</td> <td>\$314,700</td> </tr> <tr> <td>2022</td> <td>\$842,000</td> </tr> <tr> <td>2023</td> <td>\$400,000</td> </tr> </tbody> </table>	Grant Year	Amount	2019	\$353,597	2020	\$283,000	2021	\$314,700	2022	\$842,000	2023	\$400,000	
Grant Year	Amount													
2019	\$353,597													
2020	\$283,000													
2021	\$314,700													
2022	\$842,000													
2023	\$400,000													
Does this grant require CEQA findings?	No													
What Type of Grant is this?	Award - The San Diego County Sheriff's Office serves as the grant administrator, passing funds to the Orange County Sheriff's Department.													
County Match?	No													
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A													
Will the grant/program create new part or full-time positions?	No													
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.													

The purpose of the Operation Stonegarden (OPSG) Program is to establish partnerships with local entities to enhance operational control of the border. The Orange County Sheriff's Department (OCSD) Harbor Patrol will use the grant funds to cover operational overtime, fringe benefits, vessel maintenance, fuel costs, and mileage. This funding will support monitoring California's coastal waters and conducting high-visibility criminal patrols on

freeways, specifically targeting border-related crimes in the U.S./Mexico Border region and along the California coastline. OCSD will employ specially trained personnel equipped with mission-specific technology to disrupt the activities of criminal organizations involved in transporting bulk narcotics, illegal firearms, and criminal proceeds using both passenger and commercial motor vehicles.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
<p>1) Approve the Operation Stonegarden grant funding award from the San Diego County Sheriff's Office for the term of April 10, 2025, through February 28, 2027.</p> <p>2) Authorize the Sheriff-Coroner to execute the Agreement with the San Diego County Sheriff's Office and other participating entities.</p> <p>3) Authorize the Sheriff-Coroner, or designee, to execute the Agreement, upon review and approval by County Counsel, and delegate authority to the Sheriff-Coroner, or designee, to sign and execute the acceptance of the award, the Agreement, and any related documents. This authority includes the ability to make future amendments that do not alter the Agreement amount and consist of only immaterial changes to the Agreement.</p>	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Monique Vansuch (714) 834-3201 mvansuch@ocsheriff.gov	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Captain Gary Lewellyn / Sergeant Charles Johnson	

ORANGE COUNTY SHERIFF'S DEPARTMENT

EXTERNAL MEMO

To: County Executive Officer, Michelle Aguirre
From: Sheriff-Coroner, Don Barnes
Date: July 24, 2025
RE: Retroactive Request to Accept the Cannabis Tax Fund Grant Program for the Coroner's Division

Digitally signed
 by Michelle
 Aguirre
 Date: 2025.07.30
 12:50:58 -07'00'



The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on the agenda for the August 12, 2025, Board of Supervisors Meeting. The Sheriff also requests retroactive approval to accept the Fiscal Year 2025 Cannabis Tax Fund Grant Program (CTFGP) for the Coroner's Division. The Orange County Sheriff's Department received notification of the award from the California Highway Patrol on June 13, 2025, for \$50,000. Unfortunately, due to the time required to complete administrative processes and the availability of Board meeting dates, the Sheriff-Coroner was unable to submit for approval within thirty days of receiving notification of the grant award.

The CTFGP Funding will assist the Coroner's Division with implementing a comprehensive project for collecting data from impaired driving and fatality dynamics. This initiative focuses on cases involving driving under the influence (DUI) or driving under the influence of drugs (DUID) that result in death, whether the deceased was driving or riding in a motor vehicle. This grant program aims to reduce and mitigate the impacts of impaired driving in the community.

If you have any questions, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Manager Brian Wayt, Administrative Services Command
 Business Services Deputy Director Noma M. Crook, Financial/Administrative Services Division
 Senior Fiscal Manager Karla Lazaridis, Financial/Administrative Services Division
 Fiscal Administrator Miriam Torrez, Financial/Administrative Services Division



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	June 24, 2025										
Requesting Agency/Department:	Sheriff-Coroner										
Grant Name and Project Title:	FY 2025 Cannabis Tax Fund Grant Program - Toxicology Driving Under the Influence (DUI)										
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Highway Patrol										
Application Amount Requested:	\$225,000										
Application Due Date:	February 23, 2025										
Board Date when Board Approved this Application:	January 28, 2025										
Awarded Funding Amount:	\$225,000										
Notification Date of Funding Awarded:	June 13, 2025										
Is this an Authorized Retroactive Grant Application/Award? Retroactive											
Recurrence of Grant:	Yes										
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table style="margin-left: auto; margin-right: auto; border: none;"> <thead> <tr> <th style="text-align: center;">Grant Year</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2021-2023</td> <td style="text-align: right;">\$467,700</td> </tr> <tr> <td style="text-align: center;">2022-2024</td> <td style="text-align: right;">\$356,312</td> </tr> <tr> <td style="text-align: center;">2023-2025</td> <td style="text-align: right;">\$512,050</td> </tr> <tr> <td style="text-align: center;">2024-2026</td> <td style="text-align: right;">\$275,769</td> </tr> </tbody> </table>	Grant Year	Amount	2021-2023	\$467,700	2022-2024	\$356,312	2023-2025	\$512,050	2024-2026	\$275,769
Grant Year	Amount										
2021-2023	\$467,700										
2022-2024	\$356,312										
2023-2025	\$512,050										
2024-2026	\$275,769										
Does this grant require CEQA findings?	No										
What Type of Grant is this?	Award - Competitive										
County Match?	No										
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A										
Will the grant/program create new part or full-time positions?	No										
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.										

The Orange County Crime Laboratory tests all blood samples obtained from traffic safety related incidents for alcohol and drugs. To continue providing the County of Orange with up to date and efficient services, the laboratory plans to purchase a Laboratory Information Management System (LIMS) for managing the data and equipment for the over 130 Portable Evidentiary Breath Testing (PEBT) instruments used to test breath alcohol

levels in DUI investigations. We plan to accomplish this through funding from the California Highway Patrol's Cannabis Tax Fund Grant Program (CTFGP).

Board Resolution Required?	Yes
Deputy County Counsel Name:	Supervising Deputy County Counsel Wendy Phillips
Recommended Action(s) (Please specify below)	
Authorize the Sheriff-Coroner, or designee, to accept the award for \$225,000 for the FY 2025 Cannabis Tax Fund Grant Program - Toxicology Driving Under the Influence (DUI) from the California Highway Patrol.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
Senior Manager Erin Nixt (714) 834-4510 enixt@ocsheriff.gov Director Stephanie Callian/Senior Manager Erin Nixt (714) 834-4510 enixt@ocsheriff.gov	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
Senior Manager Erin Nixt, Director Stephanie Callian	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 12, 2025

WHEREAS, the County of Orange, Sheriff-Coroner, applied to the Department of California Highway Patrol for the Orange County Crime Lab to receive grant funds from the Cannabis Tax Fund Grant Program (CTFGP); and

WHEREAS, the Department of California Highway Patrol has approved the Sheriff-Coroner of the Orange County Crime Lab to receive \$225,000 in grant funds to help reduce and mitigate the impacts of impaired driving in the Orange County community. A resolution to accept the grant funds is now required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Orange accepts the grant award from the Department of California Highway Patrol for \$225,000 to implement a comprehensive project for testing all blood samples obtained from traffic safety related incidents from alcohol and drugs, as well as purchase a Laboratory Information Management System (LIMS) for managing the data and equipment to test breath alcohol levels in DUI investigations.

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director
- Director Financial/Administrator Services

BE IT FURTHER RESOLVED, that this Board authorizes the positions listed above to execute the Grant Agreement, any subsequent amendments, and related documents on behalf of the County of Orange. These actions should not materially alter the grant award terms as outlined in the Grant Agreement.

ORANGE COUNTY SHERIFF'S DEPARTMENT

EXTERNAL MEMO

To: County Executive Officer, Michelle Aguirre *MAguirre*
From: Sheriff-Coroner, Don Barnes *D. Barnes*
Date: July 24, 2025
RE: Retroactive Request to Accept the Cannabis Tax Fund Grant Program for the Coroner's Division

Digitally signed
by Michelle
Aguirre
Date: 2025.07.30
12:51:51 -07'00'



The Sheriff-Coroner Department requests that the County Executive Officer place the subject grant application on the agenda for the August 12, 2025, Board of Supervisors Meeting. The Sheriff also requests retroactive approval to accept the Fiscal Year 2025 Cannabis Tax Fund Grant Program (CTFGP) for the Coroner's Division. The Orange County Sheriff's Department received notification of the award from the California Highway Patrol on June 13, 2025, for \$50,000. Unfortunately, due to the time required to complete administrative processes and the availability of Board meeting dates, the Sheriff-Coroner was unable to submit for approval within thirty days of receiving notification of the grant award.

The CTFGP Funding will assist the Coroner's Division with implementing a comprehensive project for collecting data from impaired driving and fatality dynamics. This initiative focuses on cases involving driving under the influence (DUI) or driving under the influence of drugs (DUID) that result in death, whether the deceased was driving or riding in a motor vehicle. This grant program aims to reduce and mitigate the impacts of impaired driving in the community.

If you have any questions, please contact Miriam Torrez, Fiscal Administrator, at (714) 834-4347 or mtorrez@ocsheriff.gov.

c: Executive Manager Brian Wayt, Administrative Services Command
 Business Services Deputy Director Noma M. Crook, Financial/Administrative Services Division
 Senior Fiscal Manager Karla Lazaridis, Financial/Administrative Services Division
 Fiscal Administrator Miriam Torrez, Financial/Administrative Services Division



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	June 24, 2025	
Requesting Agency/Department:	Sheriff-Coroner	
Grant Name and Project Title:	FY 25/26 Toxicology (DUI)/Driving Under the Influence of Drugs: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Division	
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Highway Patrol - Cannabis Tax Fund Grant Program	
Application Amount Requested:	\$50,000	
Application Due Date:	February 23, 2025	
Board Date when Board Approved this Application:	February 11, 2025	
Awarded Funding Amount:	\$50,000	
Notification Date of Funding Awarded:	June 13, 2025	
Is this an Authorized Retroactive Grant Application/Award?	Retroactive	
Recurrence of Grant:	Yes	
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Grant Year 2024	Amount \$50,000
Does this grant require CEQA findings?	No	
What Type of Grant is this?	Award - Competitive	
County Match?	No	
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A	
Will the grant/program create new part or full-time positions?	No	
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.	

The Coroner's Division will continue collaborating with the Orange County Crime Lab to enhance the accuracy and timeliness of DUI-related fatality data. To further improve the overall service to the County, the Coroner's Division of the Orange County Sheriff's Department plans to assign more staff to the project that helps address impaired driving and the gathering of stats directly related to report data collection from the body of the deceased after testing for both alcohol and drugs. In addition, the department plans to supplement the coroner's staff with overtime to improve the collection and dissemination of data using the coroner case management system to review, evaluate, and accurately record the data pertained to DUI cases related to deaths. This data collection will help develop a comprehensive picture of the magnitude and characteristics of impaired driving and aid in public safety through improved data collection.

Board Resolution Required?	Yes
Deputy County Counsel Name:	Supervising Deputy County Counsel Wendy Phillips

Recommended Action(s)

(Please specify below)

1. Approve the award of \$50,000 from the California Highway Patrol's Cannabis Tax Fund Grant Program.
2. Adopt the attached resolution for the 25/26 Toxicology (DUI) / Driving Under the Influence of Drugs: Medical Examiner's / Coroner's Offices, and Law Enforcement Coroner's Division Grant Program, authorizing the Sheriff-Coroner or designee to execute the Grant Agreement, any subsequent amendments, and related documents that do not materially alter the terms of the grant award.

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

Artin Baron, Senior Criminal Justice Manager (714) 647-3459 abaron@ocsheriff.gov
Bradley Olsen, Business Services Deputy Director 7146477440 brpolsen@ocsheriff.gov

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

Artin Baron, Senior Criminal Justice Manager / Bradley Olsen, Business Services Deputy Director

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 12, 2025

WHEREAS, the County of Orange, Sheriff-Coroner, applied to the Department of California Highway Patrol for the Orange County Sheriff's Department Coroner's Division to receive grant funds from the Cannabis Tax Fund Grant Program (CTFGP); and

WHEREAS, the Department of California Highway Patrol has approved the Sheriff-Coroner of the Orange County Sheriff's Department Coroner's Division to receive \$50,000 in grant funds to implement a comprehensive project for collecting DUI-related death data to reduce and mitigate the impacts of impaired driving in the Orange County community. A resolution to accept the grant funds is now required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Orange accepts the grant award from the Department of California Highway Patrol for \$50,000 to implement a comprehensive project for collecting DUI-related death data to reduce and mitigate the impacts of impaired driving.

BE IT FURTHER RESOLVED, that the following positions be authorized to execute, on behalf of the County of Orange, all documents to accept and receive the grant funding:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director
- Director Financial/Administrator Services

BE IT FURTHER RESOLVED that this Board authorizes the positions listed above to execute the Grant Agreement, any subsequent amendments, and related documents on behalf of the County of Orange. These actions should not materially alter the terms as outlined in the Grant Agreement.



M E M O

8/1/2025

To: Michelle Aguirre, County Executive Officer
From: An Tran, Director, Social Services Agency
Re: Housing and Disability Advocacy Program
Subject: Request to Approve Ratification Grant Application

This memo is being submitted to request that the CEO place the subject grant application on the August 12, 2025, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests retroactive approval as the United States Department of Agriculture (USDA) released the request for application on July 7, 2025, requesting grant applications to be submitted by August 6, 2025. Due to the unavailability of earlier Board Meetings in July, this request for approval could not be submitted until after the grant application deadline.

SSA now requests retroactive approval to apply for funding in the amount of \$500,000.

If you have any questions about the grant, please contact George Ruvalcaba at (714) 541-7863.

Thank you,

		<u>8/1/25</u>
	Department Head or Designee	Date
Approved:	 <small>Digitally signed by Michelle Aguirre Date: 2025.08.05 14:39:45 -07'00'</small>	<u>8/5/25</u>
	Michelle Aguirre County Executive Officer	Date



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 4, 2025
Requesting Agency/Department:	Social Services Agency
Grant Name and Project Title:	FY 2025 Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement Grants (PTIG)
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Social Services
Application Amount Requested:	\$500,000
Application Due Date:	August 6, 2025
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Awarded:	N/A
Is this an Authorized Retroactive Grant Application/Award? Ratified	
Recurrence of Grant:	No
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?	No
What Type of Grant is this?	Application - Competitive
County Match?	No
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The United States Department of Agriculture (USDA) – Food and Nutrition Services (FNS) offers the Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement (PTIG) to support state and local efforts to modernize SNAP (CalFresh) operations, improve customer service, and reduce administrative costs through the strategic use of technology.

On July 7, 2025, USDA posted a request for application for the FY 2025 USDA FNS grant. A competitive allocation of funds will be available to the County to use for the period of

September 1, 2025, through September 30, 2028. All applications must be submitted by August 6, 2025.

The County of Orange Social Services Agency seeks Board approval to apply for the FY 2025 USDA FNS grant program to support the proposed Digital-First SNAP Information Streamline Initiative. This initiative will replace the County's current paper-based distribution of CalFresh informational materials with a hybrid model. Non-actionable forms will be made available digitally through QR codes, while any forms that require customer completion and return will continue to be provided in printed format. It also includes a QR code analysis platform to track and improve customer service and client communication with digital resources.

Approval to submit the grant application reflects the County's continued commitment to leveraging external funding sources, maximizing return on investment, and delivering high-quality, accessible services to CalFresh recipients in a financially responsible manner. This grant provides an opportunity to modernize CalFresh information delivery in Orange County to achieve significant cost savings, improve client service, administrative costs, and enable data-driven optimization of informational content with no impact to the County's net county costs. If awarded, PTIG fund would fully support the design, implementation, and evaluation of this initiative.

This initiative will not replace the hard copy packets to households that do not have digital accessibility, and can be obtained upon request, in multiple threshold languages.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
Ratify the application for the FY 2025 Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement Grants (PTIG) in the amount of \$500,000 and authorize the Social Services Agency Director or Deputized designee to execute an agreement and all grant documents as required for participation in the program.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
An Tran 714-541-7708 An.Tran@ssa.ocgov.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
An Tran	



M E M O

Date: 7/31/2025
To: Michelle Aguirre, County Executive Officer
From: An Tran, Director Social Services Agency
Re: Housing and Disability Advocacy Program
Subject: Request to Approve Ratification Grant Award

This memo is being submitted to request that the CEO place the subject grant award on the August 12, 2025, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests retroactive approval as the California Department of Social Services released an All County Welfare Directors Letter (ACWDL) on June 16, 2025. Due to the unavailability of earlier Board Meetings in July, this request for award approval could not be submitted until after the 30-day notification deadline.

SSA now requests retroactive approval to receive the award in the amount of \$1,187,103, which is the allocation amount for Orange County stated in the ACWDL.

If you have any questions about the grant, please contact Denise Gallon at (714) 541-7717.

Thank you,



 Department Head or Designee

8/5/25

 Date

Approved: 

 Michelle Aguirre, County Executive Officer

Digitally signed by Michelle Aguirre
 Date: 2025.08.06 08:13:34 -07'00'

8/6/25

 Date



CEO-Legislative Affairs Office Grant Authorization eForm

GRANT APPLICATION / GRANT AWARD

Today's Date:	August 6, 2025																		
Requesting Agency/Department:	Social Services Agency																		
Grant Name and Project Title:	Housing and Disability Advocacy Program																		
Sponsoring Organization/ Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Social Services																		
Application Amount Requested:	\$1,187,103																		
Application Due Date:	N/A																		
Board Date when Board Approved this Application:	N/A																		
Awarded Funding Amount:	\$1,187,103																		
Notification Date of Funding Awarded:	June 16, 2025																		
Is this an Authorized Retroactive Grant Application/Award? Ratified																			
Recurrence of Grant:	Yes																		
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table style="width: 100%; border: none;"> <tr> <td>2018 Applied: \$2,147,651</td> <td>2018 Awarded: \$2,147,651</td> </tr> <tr> <td>2019-20 Applied: \$1,091,855</td> <td>2019-20 Awarded: \$1,091,855</td> </tr> <tr> <td>2020 Applied: \$102,634;</td> <td>2020 Awarded: \$102,634</td> </tr> <tr> <td>2020-21 Applied: \$1,270,023</td> <td>2020-21 Awarded: \$1,270,023</td> </tr> <tr> <td>2020-21 Applied: \$127,002</td> <td>2020-21 Awarded: \$127,002</td> </tr> <tr> <td>2021-22 Applied: \$7,659,238</td> <td>2021-22 Awarded: \$7,659,238</td> </tr> <tr> <td>2022-23 Applied: \$7,659,238</td> <td>2022-23 Awarded: \$7,659,238</td> </tr> <tr> <td>2023-24 Applied: \$1,187,103</td> <td>2023-24 Awarded: \$1,187,103</td> </tr> <tr> <td>2024-25 Applied: \$1,187,103</td> <td>2024-25 Awarded: \$1,187,103</td> </tr> </table>	2018 Applied: \$2,147,651	2018 Awarded: \$2,147,651	2019-20 Applied: \$1,091,855	2019-20 Awarded: \$1,091,855	2020 Applied: \$102,634;	2020 Awarded: \$102,634	2020-21 Applied: \$1,270,023	2020-21 Awarded: \$1,270,023	2020-21 Applied: \$127,002	2020-21 Awarded: \$127,002	2021-22 Applied: \$7,659,238	2021-22 Awarded: \$7,659,238	2022-23 Applied: \$7,659,238	2022-23 Awarded: \$7,659,238	2023-24 Applied: \$1,187,103	2023-24 Awarded: \$1,187,103	2024-25 Applied: \$1,187,103	2024-25 Awarded: \$1,187,103
2018 Applied: \$2,147,651	2018 Awarded: \$2,147,651																		
2019-20 Applied: \$1,091,855	2019-20 Awarded: \$1,091,855																		
2020 Applied: \$102,634;	2020 Awarded: \$102,634																		
2020-21 Applied: \$1,270,023	2020-21 Awarded: \$1,270,023																		
2020-21 Applied: \$127,002	2020-21 Awarded: \$127,002																		
2021-22 Applied: \$7,659,238	2021-22 Awarded: \$7,659,238																		
2022-23 Applied: \$7,659,238	2022-23 Awarded: \$7,659,238																		
2023-24 Applied: \$1,187,103	2023-24 Awarded: \$1,187,103																		
2024-25 Applied: \$1,187,103	2024-25 Awarded: \$1,187,103																		
Does this grant require CEQA findings?	No																		
What Type of Grant is this?	Award - Non Competitive																		
County Match?	No																		
How will the County Match be fulfilled? <small>(Please include the specific budget)</small>	N/A																		
Will the grant/program create new part or full-time positions?	No																		
Purpose of Grant Funds:	Provide 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 Housing and Disability Advocacy Program (HDAP) is a county-administered program that is dedicated to assisting individuals with disabilities who are experiencing homelessness. HDAP focuses on providing comprehensive support, including outreach, case management, disability benefits advocacy and housing assistance. The program prioritizes those facing</p>																			

chronic homelessness and individuals who are heavily reliant on government-funded services. HDAP is a recurring grant that provides funding to the County of Orange (County) System of Care. The funding aims to enhance services for homeless individuals in Orange County and improve care coordination among various agencies, including the County of Orange Social Services Agency (SSA), OC Community Resources (OCCR), OC Health Care Agency (HCA) and the Office of Care Coordination.

On June 16, 2025, the California Department of Social Services released an All County Welfare Director Letter notifying counties of the availability of \$22 million in HDAP planning allocations for FY 2025-26. A non-competitive allocation in the amount of \$1,187,103 is available to the County for use July 1, 2025, through June 30, 2026.

Ratification of this award will allow for continuity and development of HDAP services and provide a needed resource to the System of Care as the County continues to address homelessness in our community.

The Memorandum of Understanding between SSA and the County Executive Office for HDAP collaboration will be amended to include an updated term and an updated budget once the funds have been approved by the Board.

Board Resolution Required?	No
Deputy County Counsel Name:	
Recommended Action(s) (Please specify below)	
Ratify acceptance of the award for the Housing and Disability Advocacy Program allocation in the amount of \$1,187,103 and authorize the Social Services Agency Director or Deputized designee to execute an agreement with the California Department of Social Services to administer the Housing and Disability Advocacy Program funds.	
Department Contact:	List the name and contact information (telephone, email) of the person to be contacted for further information.
An Tran 714-541-7708 An.Tran@ssa.ocgov.com	
Name of individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant item:
An Tran	



Office of Supervisor Janet Nguyen

RECEIVED

2025 AUG -7 AM 10:55

REVISION TO ASR AND ATTACHMENTS

CLERK OF BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

August 7, 2025

TO: Robin Stieler, Clerk of the Board

FROM: Supervisor Janet Nguyen, First District

RE: **ASR Control #:** **Meeting Date:** August 12, 2025 **Agenda Item No. #54**

SUBJECT: Revisions to the proposed "Ordinance to add Division 20 to Title 3 of the Codified Ordinances of the County of Orange Regarding Restrictions on Sale, Distribution, and Possession of Kratom"

Explanation:

Amendments were made to the proposed ordinance to (1) clarify terms and (2) streamline the key objectives.

Revised Recommended Action(s):

1. Read the title of the Ordinance.
2. Order that further reading of the Ordinance be waived.
3. Consider the amendments.
4. Direct that the Ordinance be placed on the agenda of the next regularly scheduled Board meeting for adoption.
5. At the next regularly scheduled meeting, consider the matter and adopt the Ordinance.

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

1. Revised Copy of Proposed Ordinance
2. Redlined Copy of Proposed Ordinance

ORDINANCE NO. 25-___

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA ADDING
DIVISION 20 TO TITLE 3 OF THE CODIFIED ORDINANCES OF THE
COUNTY OF ORANGE REGARDING RESTRICTIONS ON THE SALE,
DISTRIBUTION, AND POSSESSION OF KRATOM

The Board of Supervisors of the County of Orange, California ordains as follows:

SECTION 1.

WHEREAS, it is the intent of the Board of Supervisors to prohibit the sale, distribution, or possession of kratom and other products within unincorporated Orange County that contain more than 2% of 7-hydroxymitragynine in the alkaloid fraction, recognizing the significant health risks associated with elevated concentrations of this alkaloid; and

WHEREAS, kratom (*Mitragyna speciosa*) is a tropical tree native to Southeast Asia, and its leaves are often consumed in powdered or extract form for their stimulant and sedative effects; and

WHEREAS, the active compounds in kratom include mitragynine and 7-hydroxymitragynine. While mitragynine is present in higher concentrations, 7-hydroxymitragynine is more potent and is largely responsible for the stronger pain-relieving, sedative, and euphoric effects; and

WHEREAS, 7-hydroxymitragynine binds to opioid receptors in the brain and has been shown to have euphoric and mood-enhancing effects, particularly at higher doses, which can increase its appeal for recreational use; and

WHEREAS, 7-hydroxymitragynine is believed to be more potent than morphine in terms of pain relief. Research has shown that it binds to opioid receptors in the brain with greater affinity than morphine, making it significantly more powerful in relieving pain. This greater potency raises significant concerns about its safety profile, especially regarding the potential for addiction, overdose, and adverse physical and psychological effects, including nausea, vomiting, and potential psychosis. These risks are compounded when products contain higher concentrations of 7-hydroxymitragynine; and

WHEREAS, scientific research and health advisories have raised concerns over the safety of kratom products, particularly those with higher concentrations of 7-hydroxymitragynine, which may increase the potential for abuse and harm to public health; and

WHEREAS, several cities in California have taken steps to regulate or ban kratom products, recognizing the need to protect public safety, especially among vulnerable populations. For example, Newport Beach, San Diego, and Oceanside have all enacted a complete ban on the sale, distribution, and possession of all kratom products – irrespective of the concentration of 7-hydroxymitragynine content; and

WHEREAS, the U.S. Food and Drug Administration has issued several warning letters to various companies for illegally marketing products containing enhanced levels of 7-hydroxymitragynine, culminating in a formal request to the Drug Enforcement Administration (DEA) on July 29, 2025, to place 7-hydroxymitragynine products on the controlled substance list; and

WHEREAS, the Board of Supervisors of Orange County is committed to safeguarding the health and well-being of its residents by ensuring that products available for sale do not pose undue health risks; and

WHEREAS, it the Board of Supervisors wishes to restrict the sale and distribution of kratom and other products containing more than 2% of 7-hydroxymitragynine in the alkaloid fraction, thereby reducing potential risks to public health and safety.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE DOES ORDAIN TO ADD DIVISION 20 TO TITLE 3 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE.

SECTION 2. Division 20 is added to Title 3 of the Codified Ordinances of the County of Orange to read as follows:

Division 20. KRATOM

Sec. 3-20-1 Authority and Purpose.

This article is enacted pursuant to the County’s plenary police powers to protect public safety, health and welfare. The express purpose of this article is to protect public health and safety by regulating access to kratom and other products containing more than 2% of 7-hydroxymitragynine in the alkaloid fraction.

Sec. 3-20-2 Definitions.

For purposes of this article, the following definitions apply.

(a) “Attractive to children” means any of the following:

(1) Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:

(A) Cartoons, toys, or robots.

(B) Any real or fictional humans.

(C) Fictional animals or creatures.

(D) Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.

- (2) Likeness to images, characters, or phrases that are popularly used to advertise to children.
- (3) Imitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children.
- (4) The terms “candy” or “candies” or variants in spelling such as “kandy” or “kandee
- (5) Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.
- (6) Any other image or packaging that is easily confused with commercially available foods that do not contain kratom and are typically marketed to children.
- (7) Any other packaging used that is attractive to children considering all relevant facts and circumstances.

(b) “Kratom leaf” means the leaf of the kratom plant, also known as *Mitragyna speciosa*, any form.

(c) “Kratom leaf extract” means the material obtained by extraction of kratom leaves by any means.

(d) “Kratom product” means a product consisting of any part of a leaf of the plant *Mitragyna speciosa* in fresh, dehydrated, or dried form; or a kratom extract, or any product that contains any kratom alkaloid or metabolite.

(e) “Total kratom alkaloids” means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-hydroxymitragynine in a kratom product.

(f) “Synthesized” means an alkaloid or alkaloid derivative that has been created by chemical synthesis or biosynthetic means (including but not limited to; fermentation, recombinant techniques, yeast derived, enzymatic techniques), rather than traditional food preparation techniques such as heating or extracting. It also includes alkaloids that has been further exposed to chemicals or processes that would confer a structural change in the alkaloids contained within the extract.

Sec. 3-20-3 Prohibition on Sale or Distribution of Kratom Products.

- (a) Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product to a person under 21 years of age.
- (b) Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute any product with a level of 7-hydroxymitragynine that is greater than 2 percent of the total alkaloids in the product.

- (c) Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product that is attractive to children.
- (d) Any individual, business, or other entity that sells, attempts to sell, offers, provides, or distributes a kratom product shall conduct age-verification to ensure compliance with subdivision (a).
- (e) No person or entity shall offer for sale any kratom product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids or kratom constituents.

Sec. 3-20-5 Violations and Penalties.

Any person who violates section 3-20-3 is guilty of a misdemeanor and upon conviction thereof may be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment. This section shall not serve to limit any other legal remedies or actions that the County may have to address violations of section 3-20-3. A violation of section 3-20-3 is grounds for a revocation of a business license, if applicable, pursuant to section 5-2-16 of the Codified Ordinances.

Sec. 3-20-6 Severability

If any section, paragraph, sentence, clause, phrase or portion of this article is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the article be enforced.

ORDINANCE NO. 25-___

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA ADDING DIVISION 20 TO TITLE 3 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE REGARDING RESTRICTIONS ON THE SALE, DISTRIBUTION, AND POSSESSION OF KRATOM

The Board of Supervisors of the County of Orange, California ordains as follows:

SECTION 1.

WHEREAS, it is the intent of the Board of Supervisors to prohibit the sale, distribution, or possession of kratom and ~~7-hydroxymitragynine~~ other products within unincorporated Orange County that contain more than 2% of 7-hydroxymitragynine in the alkaloid fraction, recognizing the significant health risks associated with elevated concentrations of this alkaloid; and

WHEREAS, kratom (*Mitragyna speciosa*) is a tropical tree native to Southeast Asia, and its leaves are often consumed in powdered or extract form for their stimulant and sedative effects; and

WHEREAS, the active compounds in kratom include mitragynine and 7-hydroxymitragynine. While mitragynine is present in higher concentrations, 7-hydroxymitragynine is more potent and is largely responsible for the stronger pain-relieving, sedative, and euphoric effects; and

WHEREAS, 7-hydroxymitragynine binds to opioid receptors in the brain and has been shown to have euphoric and mood-enhancing effects, particularly at higher doses, which can increase its appeal for recreational use; and

WHEREAS, 7-hydroxymitragynine is believed to be more potent than morphine in terms of pain relief. Research has shown that it binds to opioid receptors in the brain with greater affinity than morphine, making it significantly more powerful in relieving pain. This greater potency raises significant concerns about its safety profile, especially regarding the potential for addiction, overdose, and adverse physical and psychological effects, including nausea, vomiting, and potential psychosis. These risks are compounded when products contain higher concentrations of 7-hydroxymitragynine; and

WHEREAS, scientific research and health advisories have raised concerns over the safety of kratom products, particularly those with higher concentrations of 7-hydroxymitragynine, which may increase the potential for abuse and harm to public health; and

WHEREAS, several cities in California have taken steps to regulate or ban kratom products, recognizing the need to protect public safety, especially among vulnerable populations. For example, Newport Beach, San Diego, and Oceanside have all enacted a complete ban on the sale, distribution, and possession of all kratom products – irrespective of the concentration of 7-hydroxymitragynine content; and

WHEREAS, the U.S. Food and Drug Administration has issued several warning letters to various companies for illegally marketing products containing enhanced levels of 7-hydroxymitragynine, culminating in a formal request to the Drug Enforcement Administration (DEA) on July 29, 2025, to place 7-hydroxymitragynine products on the controlled substance list; and

WHEREAS, the Board of Supervisors of Orange County is committed to safeguarding the health and well-being of its residents by ensuring that products available for sale do not pose undue health risks; and

WHEREAS, it the Board of Supervisors wishes to restrict the sale and distribution of kratom and ~~7-7-hydroxymitragynine~~other products containing more than 2% of 7-hydroxymitragynine in the alkaloid fraction, thereby reducing potential risks to public health and safety.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE DOES ORDAIN TO ADD DIVISION 20 TO TITLE 3 OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE.

SECTION 2. Division 20 is added to Title 3 of the Codified Ordinances of the County of Orange to read as follows:

Division 20. KRATOM

Sec. 3-20-1 Authority and Purpose.

This article is enacted pursuant to the County’s plenary police powers to protect public safety, health and welfare. The express purpose of this article is to protect public health and safety by regulating access to kratom and other ~~products~~sions containing more than 2% of 7-hydroxymitragynine in the alkaloid fraction.

Sec. 3-20-2 Definitions.

For purposes of this article, the following definitions apply.

~~(a) “7-OH product” means a product containing 7-hydroxymitragynine.~~

~~(a)~~ “Attractive to children” means any of the following:

- (1) Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:
 - (A) Cartoons, toys, or robots.
 - (B) Any real or fictional humans.
 - (C) Fictional animals or creatures.

(D) Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.

(2) Likeness to images, characters, or phrases that are popularly used to advertise to children.

(3) Imitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children.

(4) The terms “candy” or “candies” or variants in spelling such as “kandy” or “kandee

(5) Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.

(6) Any other image or packaging that is easily confused with commercially available foods that do not contain kratom and are typically marketed to children.

(7) Any other packaging used that is attractive to children considering all relevant facts and circumstances.

(be) “Kratom leaf” means the leaf of the kratom plant, also known as *Mitragyna speciosa*, any form.

(cd) “Kratom leaf extract” means the material obtained by extraction of kratom leaves by any means.

(de) “Kratom product” means a product consisting of ~~kratom leaf, kratom leaf extract, or both~~ any part of a leaf of the plant *Mitragyna speciosa* in fresh, dehydrated, or dried form; or a kratom extract, or any product that contains any kratom alkaloid or metabolite.

(ef) “Total kratom alkaloids” means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-hydroxymitragynine in a kratom product.

(f) “Synthesized” means an alkaloid or alkaloid derivative that has been created by chemical synthesis or biosynthetic means (including but not limited to: fermentation, recombinant techniques, yeast derived, enzymatic techniques), rather than traditional food preparation techniques such as heating or extracting. It also includes alkaloids that has been further exposed to chemicals or processes that would confer a structural change in the alkaloids contained within the extract.

Sec. 3-20-3 Prohibition on Sale or Distribution of Kratom ~~and 7-OH~~ Products.

(a) Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product ~~or 7-OH product~~ to a person under 21 years of age.

(b) Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute ~~a kratom product or 7-OH~~ any product with a level

of 7-hydroxymitragynine that is greater than 2 percent of the total ~~kratom~~-alkaloids in the product.

(c) Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product ~~or 7-OH product~~ that is attractive to children.

(d) Any individual, business, or other entity that sells, attempts to sell, offers, provides, or distributes a kratom product ~~or 7-OH product~~ shall conduct age-verification to ensure compliance with subdivision (a).

~~(d)~~(e) No person or entity shall offer for sale any kratom product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids or kratom constituents.

Sec. 3-20-4 — Packaging of Kratom and 7-OH Products.

~~(a) Packaging of a kratom product or a 7-OH product offered for retail sale shall be child resistant for the life of the product. Both of the following packages are considered child resistant for the purposes of this section:~~

~~(1) A package that has been certified as child resistant under the requirements of the Poison Prevention Packaging Act of 1970 (15 U.S.C. Sec. 1471 et seq.) and any regulations promulgated pursuant to that act.~~

~~(2) Plastic packaging that is at least four mils thick and heat sealed without an easy-open tab, dimple, corner, or flap, provided that the package maintains its child resistance throughout the life of the product.~~

Sec. 3-20-5 Violations and Penalties.

Any person who violates section 3-20-3 is guilty of a misdemeanor and upon conviction thereof may be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment. This section shall not serve to limit any other legal remedies or actions that the County may have to address violations of section 3-20-3. A violation of section 3-20-3 is grounds for a revocation of a business license, if applicable, pursuant to section 5-2-16 of the Codified Ordinances.

Sec. 3-20-6 Severability

If any section, paragraph, sentence, clause, phrase or portion of this article is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the article be enforced.



BOARD OF SUPERVISORS

S.56A

MEMORANDUM

Date: 8-4-2025

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Addition of Supplemental Agenda Item for 8-12-2025 meeting

Doug Chaffee

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG -4 PM 12:13

RECEIVED

Supplemental Agenda Item Title: Allocation of \$3500 for Anaheim YMCA “We Give Thanks” Program

Summary:

Chairman Doug Chaffee requests approval for the allocation of \$3,500 from Fourth District discretionary funds to support the Anaheim YMCA “We Give Thanks” Program.

Purpose of Funding:

The Anaheim YMCA will be reviving its longstanding Thanksgiving meal program, originally established 37 years ago by community leader Frank Garcia. The program was sunset in 2023 but is scheduled to resume in 2025 with the support of local organizations and volunteers.

Chairman Doug Chaffee is contributing \$3,500 to help sponsor the event, which will take place on Thanksgiving morning in Anaheim. The funding will assist in restarting this valued community tradition, which aims to provide meals to over 5,000 local residents in need.

Recommended Action Items:

1. Approve the allocation of \$3,500 from Fourth District discretionary funds to Anaheim YMCA.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social and educational needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Anaheim YMCA, or its parent organization as necessary to effectuate the purposes of this allocation.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.



RECEIVED

MEMORANDUM

2025 AUG -5 PM 3:27

To: Robin Stieler, Clerk of the Board

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

From: Chair Doug Chaffee, Supervisor, 4th District

Doug Chaffee

Date: 8/5/2025

**RE: Add Supplemental Item to August 12th, 2025, Board Meeting Agenda – Reappoint
Carrie Buck to the Housing and Community Development Commission**

SS/B

Chair Chaffee requests that a supplemental item be placed on the August 12th, 2025, Board of Supervisors agenda, acting as the Orange County Housing Authority, to reappoint Carrie Buck to the Housing and Community Development Commission to complete the term 7/1/2025 – 6/30/2027.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB



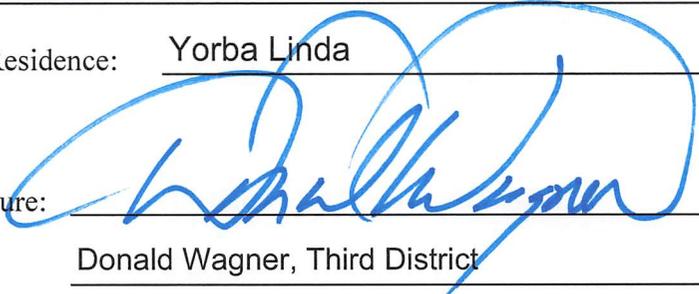
Written Concurrence for Out-of-District Appointment to
Board, Commission, or Committee

Supervisor Proposing Appointment: Doug Chaffee, Fourth District Date: 6/20/2025

Board, Commission, or Committee: Housing and Community Development Commission

Proposed Appointee's Name: Carrie Buck

Proposed Appointee's City of Residence: Yorba Linda

Concurring Supervisor's Signature: 

Concurring Supervisor: Donald Wagner, Third District



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration and attach a resume. 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 <https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information>

Housing and Community Development Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: First Second Third Fourth Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Carrie Buck

First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

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. **A RESUME MUST BE ATTACHED TO 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

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Placentia Collaborative	2010	current
OC School Board Association	2012	current
YL and Placentia Woman's Clubs	2015	2024

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

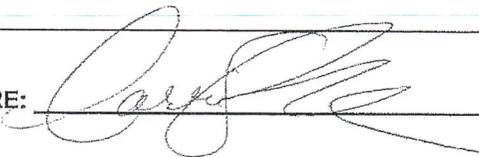
HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL 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.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

To provide my expertise on homelessness and to share HCD information back to partner agencies in OC

DATE: ~~6/19/25~~ 6/19/25 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: <input type="checkbox"/> BOS District 1 <input type="checkbox"/> BOS District 2 <input type="checkbox"/> BOS District 3 <input type="checkbox"/> BOS District 4 <input type="checkbox"/> BOS District 5	
<input type="checkbox"/> All BOS <input type="checkbox"/> BCC Contact Person Name _____	

Carrie Buck

LEADERSHIP AND MANAGEMENT QUALIFICATIONS

- Professional group manager with extensive business, community service and Board of Directors experience
 - Experienced team leader and motivator, developing staff, volunteers and interns to achieve performance objectives
 - Seasoned manager of manpower and financial budgets – reducing expenses and increasing service levels
 - Skilled in all aspects of program administration and development including grants
 - Seasoned manager of operational, administrative and financial aspects of transitional living program
 - Collaborative and professional experience with various Boards of Directors in planning and achieving organization goals
 - Leader of fundraising and charitable activities designed to increase contributions and community visibility
-

EXPERIENCE

Senior Director of Community Strategies

Orange County United Way, United to End Homelessness – Irvine, CA

March 2025 – Present

- Leads regional strategies and partnerships to address systemic and community-level barriers to housing
- Builds and strengthens collaborations across sectors including local government, service providers, and advocacy groups
- Advances public policy efforts and community engagement campaigns to end homelessness in Orange County
- Oversees program planning, evaluation, and integration of community-driven strategies into countywide housing initiatives
- Represents United to End Homelessness in high-level discussions with stakeholders, funders, and public officials

Executive Director

Family Solutions Collaborative – Santa Ana, CA

May 2023 – March 2025

- Led the strategic transition of the Family Solutions Collaborative to Orange County United Way, aligning family homelessness efforts with a broader systems-change initiative
 - Worked with providers to improve access and shelter outcomes for families
 - Oversaw all aspects of program planning, administrative and operational activities
 - Managed all finance, budget, grants, donation, and fundraising activities
 - Directly managed development of policies and procedures, job descriptions, and performance evaluations
 - Partnered with Executive Committee and agencies in developing program and fundraising goals
 - Participated in community, service, and philanthropic organizations to enhance public awareness
-

Executive Director

Homeless Intervention Services of Orange County – Placentia, CA

March 2014 – June 2023

- Transitioned organization to an independent 501(c)(3) after 31 years under fiscal sponsorship
- Expanded programs for at-risk populations including individuals, families, youth, students, and seniors
- Increased annual income from \$375K to \$1.3M and diversified funding streams
- Created savings and investment plan valued over 50% of annual expenses
- Grew staff from 5 to 15 FTE; established development and program departments
- Guided board through multiple strategic plans with goals met ahead of schedule
- Utilized donor platforms to enhance acquisition, management, and retention

Carrie Buck

Governing Board Member

Placentia-Yorba Linda Unified School District – Yorba Linda, CA

Elected 2010 – Present

- Elected to four terms; served three times as Board President, leading through major district transitions and initiatives
- Contributed to the development and oversight of the district’s strategic plan (LCAP), focusing on academic achievement, equity, and wellness
- Advocated for expanded Career Technical Education, magnet programs, and dual enrollment opportunities
- Helped manage a \$300M+ annual budget, prioritizing student-centered investments and facility improvements
- Championed school safety, mental health supports, and increased community engagement in public education

Owner / Entrepreneur

My Flippin Party – Placentia, CA

2010 – 2020

- Founded event services company specializing in flipbook and photo experiences
- Expanded brand to include green screen, red carpet, and 3D photography services
- Managed business operations, client relations, and brand marketing across social media platforms
- Serviced 1000+ culturally diverse events throughout Southern California

EDUCATION

California State University – Fullerton, CA

B.A. Human Services

Fullerton College – Fullerton, CA

A.A. Human Services

AWARDS

- 2025 Elected Official Service Award – Placentia-Yorba Linda PTA Council
- 2021 Marian Bergeson Award – Orange County School Boards Association
- 2020 Woman of Distinction – California 39th Senate District

APPOINTMENTS AND BOARD EXPERIENCE

- **California Department of Education**, California Child Nutrition Advisory Council (2021–Present)
- **Orange County School Boards Association**, Board of Directors (2024–Present)
- **Orange County Housing and Community Development Commission**, Supervisor Area 4 (2024–Present)
- **Orange County Community Health Improvement Plan**, Co-Chair (2025–Present)
- **Placentia Collaborative**, Executive Director (2014–Present)
- *Past*: CSBA Delegate Assembly, Providence St. Jude Advisory Council, Placentia Homeless Task Force, Placentia Navigation Center Advisory Board, Giving Children Hope Board, Family Solutions Collaborative



MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chair Doug Chaffee, Supervisor, 4th District
Date: 8/5/2025

Doug Chaffee

RE: Add Supplemental Item to August 12th, 2025, Board Meeting Agenda – Appoint Adam Loeser to the Emergency Medical Care Committee

556C

Chair Chaffee requests that a supplemental item be placed on the August 12th, 2025, Board of Supervisors agenda, to appoint Adam Loeser to the Emergency Medical Care Committee to complete a term concurrent to the Supervisors' term of office. Adam Loeser will be replacing Luis Estevez.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG -5 PM 4:47

RECEIVED



Written Concurrence for Out-of-District Appointment to
Board, Commission, or Committee

Supervisor Proposing Appointment: Doug Chaffee, Fourth District Date: 8/5/2025

Board, Commission, or Committee: Emergency Medical Care Committee

Proposed Appointee's Name: Adam Loeser

Proposed Appointee's City of Residence: Mission Viejo

Concurring Supervisor's Signature: 

Concurring Supervisor: Donald Wagner, Third District

ADAM R. LOESER

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I'm eager to serve as the Orange County Board of Supervisors, 4th District representative on the Emergency Medical Care Committee and apply my 25 years of fire and EMS experience and knowledge to critical situations which impact the residents of our communities. Engaging in the mechanics of the prehospital medical system and providing constructive feedback regarding its operation are important to optimize overall response to our citizens and to mitigate risk by our providers.



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to: Clerk of the Board of Supervisors 400 W. Civic Center Dr., 6th Floor Santa Ana, California 92701 Email: response@ocgov.com Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration and attach a resume. 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 https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Emergency Medical Care Committee

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [] First [] Second [x] Third [] Fourth [] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Adam Robert Loeser (First Name, Middle Name, Last Name)

Street Address, City, State, Zip Code

Home Phone Number, Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

[x] EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application. A RESUME MUST BE ATTACHED TO YOUR APPLICATION.

ARE YOU A CITIZEN OF THE UNITED STATES: [x] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [x] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
EMCC-OC Fire Chiefs Representative	7/2019	current
CA League of Cities	1/2019	current
St.Jude Board of Trustees	1/2019	current

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 JUDICIALLY 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.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

See attached sheet.

DATE: 7/2/25

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: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2
<input type="checkbox"/> BOS District 3	<input type="checkbox"/> BOS District 4
<input type="checkbox"/> BOS District 5	<input type="checkbox"/> All BOS
<input type="checkbox"/> BCC Contact Person Name _____	

ADAM R. LOESER

Current position: Proudly serving as the Fire Chief for the City of Fullerton Fire Department

Education

- Bachelor of Arts in Political Science-University of Hawai'i-1997
- Associates of Science in Fire Technology-Santa Ana College-2001
- CSFM Fire Chief Officer Certification Program-Santa Ana College/Moreno Valley College-2013
- CSFM Fire Officer Certification Program-Santa Ana College/Riverside Community College-2008
- OCEMS Paramedic-Saddleback College-2005
- 116th Basic Fire Academy-Santa Ana College-2000

Specialized Training

- Fullerton Chamber of Commerce Leadership Symposium
- Rio Hondo Truck Academy
- FEMA Emergency Preparedness Certified
- USAR Technician

Employment Highlights

July 2022 to Present: Fullerton Fire Department

Fire Chief

- Dissolved the shared command staff of 11 years between the cities of Fullerton and Brea through coordination of both City Managers and with City Council approvals
- Coordinated with Management Partners consulting firm to provide a thorough evaluation for the Fullerton City Council to either contract fire/EMS with Orange County Fire Authority or retain the Fullerton Fire Department
- With City Council direction and City Manager support, restaffed the Fullerton Fire Department from a 35% vacancy rating
- Maintain a fire department budget of \$35 million for six fire stations and 88 full-time employees
- Worked collaboratively with the Fullerton Firefighters' Association, Human Resources, and City Manager's office to negotiate new four-year MOU amicable to all parties
- Hired and promoted personnel to fill positions in Suppression including Firefighters, Engineers, and Captains, Prevention including Assistant Fire Marshal, Administrative Support including Administrative Analyst, Administrative Assistant, and Customer Service Representative, EMS Manager, Emergency Preparedness Coordinator, three Battalion Chiefs and one Division Chief
- Implemented new department-wide First Due Report Management Software
- Updated 10-year-old Fee and Permit Schedule to enhance cost recovery
- Updated City's Emergency Operations Plan (EOP) and received FEMA grant of \$190,000 to update Local Hazard Mitigation Plan (LHMP) in 2025
- Facilitated a required update to the City's Public Safety Element to the City's General Plan
- Negotiated new three-year public/private contract with Falck Ambulance for three 24 hr. ambulances and one 12 hr. ambulance
- Manage the Wittman Enterprises LLC billing service for emergency medical transport services including PP-GEMT IGT and VRRP IGT reimbursements
- Manage OES reimbursements for mutual aid responses via the CFAA and FMAG agreements including OES Type III apparatus; submitted for OES Type I fire engine

- Ordered and received one 100' aerial ladder truck; replaced six command vehicles and ordered two Type I fire engines and one straight axle 100' quint
- Updating all policies and procedures to online Lexipol service
- Attend all City Council meetings and necessary Commission meetings; represent the City as Acting City Manager when necessary
- Participate with the Executive Team on a bi-weekly basis to foster relationships and capture opportunities to serve our employees and communities in a streamlined fashion
- Participate in local, county, and state associations and committees to ensure the fire department is responding in the most efficient and effective manner and leveraging technology to best serve the community

December 2018 to July 2022: Fullerton and Brea Fire Departments

Fire Chief

- Provided the goals, objectives, and priorities for the Fullerton Fire Department and the Brea Fire Department
- Communicate with each City Manager as necessary so they were informed on the current status of any city emergency or pertinent situation
- Provided direction and leadership to the shared command staff consisting of Deputy Chief-Operations, Deputy Chief-Administration/Fire Marshal, Division Chief-Training, Division Chief-Logistics, three shift Battalion Chiefs, an EMS Manager, and two Emergency Managers.
- Attended all City Council meetings and necessary Commission meetings
- Evaluated and coordinated the individual fire department budgets totaling \$42 million for 10 fire stations and 143 full-time employees
- Facilitated the continued evolution of the shared command staff which annually saved both cities over \$1.2 million and increased the organizational effectiveness of both Departments
- Used a multi-faceted approach to work with the downtown businesses of both cities through Fire Prevention, Law Enforcement, and Community Development to ensure a safe and prosperous environment
- Determined the City of Brea's .201 emergency transport rights and facilitated the corresponding Request for Proposals for a private ambulance contractor
- Worked with the Finance Department on the continued use and allocation of the City of Brea's Paramedic Tax to fund its Firefighter/Paramedic Program
- Oversaw the Fullerton Fire Department Paramedic Subscription Program
- Managed the Wittman Enterprises LLC billing service for emergency medical transport services generated by a public/private transport program between the City of Fullerton and Care Ambulance
- Collaborated with the Community Development Departments to determine the impacts to public safety of large-scale development; if warranted, negotiated Development Agreements or Impact Fees
- Evaluated and managed an effective heavy apparatus replacement program with each city that aligns with industry standards and determine the necessary funding sources to enable such a schedule to remain valid
- Managed OES reimbursements for mutual aid responses via the CFAA and FMAG agreements
- Unified Commander with City Manager and Police Chief for the COVID-19 pandemic response for both Fullerton and Brea utilizing individual EOC organizational structures to respond, treat, and vaccinate the employees and communities and seek federal and state reimbursements where applicable

April 2015 to December 2018: Fullerton and Brea Fire Departments

Deputy Chief-Operations

- Policy and procedural modifications accomplished in a collaborative process within the meet and confer environment
- Facilitated the operational and administrative functions of the departments through team building and management of the Division and Battalion Chief Officers
- Emergency management and coordination of major emergencies and disasters within both communities
- Assisted in the development of both Department's operating budgets and overall management of fiscally responsible spending when procuring equipment and supplies
- Member of the Fullerton and Brea executive budget teams who worked through separate strategic plans to address current and future budget challenges
- Worked collaboratively with both the Fullerton Firefighters' Association and the Brea Firefighters' Association to remedy personnel issues at the lowest level while remaining cognizant of the FBOR and the established grievance procedures
- Managed employees who were injured on the job, coordinated documentation and work status with Risk Management to ensure the employee was treated, rehabilitated, and return to work
- Reviewed mutual aid agreements and made recommendations to the Fire Chief regarding services with and to other jurisdictions
- Administrated and coordinated the departmental training program to maintain and improve firefighting techniques, firefighter safety, wildland, USAR, & EMS skills
- Worked closely with the Fire Marshal and Plan Check Specialists on both large and small projects to verify operational adherence to local, county, and state requirements
- Advised and worked with the Fire Marshal on all Alternate Materials and Methods; represented the Departments as Acting Fire Marshal when necessary
- Recommended or took appropriate disciplinary action when required
- Hiring of non-safety employees and accompanying background checks
- Joint entry-level Firefighter recruitment and hiring process in compliance with local, state, and federal laws
- Promotional testing management and administration in compliance with local, state, and federal laws
- Assisted with grant development and requirements
- Attended City Council and Department Head meetings for both cities; represented the Departments as the Acting Fire Chief when necessary

April 2014 to April 2015: Fullerton and Brea Fire Departments

Division Chief-Training Division

- In April of 2014, the Command Staff organization was restructured and the responsible supervisor of the Training Division reassigned from Battalion Chief to Division Chief
- The Training Division is accountable for 117 suppression personnel and includes the duties as shown under my prior position as Fire Battalion Chief: Training Officer/Disaster Preparedness Officer

April 2013 to April 2014: Fullerton and Brea Fire Departments

Fire Battalion Chief: Training Officer/Disaster Preparedness Officer

- Duties included development, implementation, and documentation of training personnel for both Departments to meet federal, county, state, and departmental requirements
- Created and administered the Firefighter recruitment and promotional processes for Engineer, Captain, and Battalion Chief
- Managed 6-week Firefighter Recruit Academy and accompanying one-year Probation
- Managed and updated Fullerton EOC, mobile EOC, and CERT program
- Coordinated and provided oversight for both Department's Paramedic and EMT programs including licensing, recertification, quality assurance, Paramedic school, and continuing education
- Responsible as the Safety Officer for both Departments and was the lead in any investigation of work-related injuries
- Worked closely with Risk Management to address policy and procedure updates and specific case challenges
- Member of the Safety Committee for both cities which evaluated safety issues across all departments and created solutions for a safer work environment
- Coordinated training and provided oversight for wildland CICCS qualified members and Type 3 wildland engine program
- Coordinated training and provided oversight for the TEMS program which was an integral component of the North Orange County SWAT
- Coordinated training and provided oversight for Fullerton's heavy-rated USAR team
- Managed the Live Fire Training Program and the development of a Joint City Live Fire Cadre
- In addition to the above duties, I worked as a shift Battalion Chief who was responsible for the daily fire department staffing and activities. During these shifts, I effectively commanded, managed, and mitigated complex and challenging incidents that affected the cities and its residents.

March 2002 to March 2013: Fullerton Fire Department

Fire Captain/Paramedic, Truck Captain/Shift Training Officer, Fire Engineer/Paramedic, Firefighter/Paramedic, Firefighter

- Working in each of the above ranks provided me with the perspective and experience to further develop my leadership, communication, and managerial skills

State, County, and Local Committees

- California Fire Chiefs' Association
 - Southern Division Director (responsible for every county south of Fresno County)-2025
 - Area 2 Director for Southern Division (LA and OC)-2021 to 2024
- California League of Cities, Fire Chiefs' Department
 - Ex Officio-2025
 - President-2024
 - 1st Vice President-2023
 - 2nd Vice President-2022
 - Fire Chief's Representative on Housing, Community, and Economic Development committee-2019 to 2022

- Orange County Fire Chiefs' Association
 - Secretary-2025
 - Ex Officio-2022
 - President-2021
 - Vice President-2020
 - Secretary-2019

- Metro Cities Fire Authority/MetroNet Fire Dispatch
 - Board Chairperson-2020

- Fullerton Firefighters' Association
 - Treasurer and Negotiator-2005 to 2011

- Emergency Medical Care Committee (EMCC): Orange County EMS and County Board of Supervisors-
2019 to present

- OC COVID-19 Vaccine Taskforce: Orange County Health Care Agency-2020 to 2022

Honors and Achievements

- University of Hawai'i athletic scholarship-1992 to 1996
- Men's springboard diver for the University of Hawai'i-1992 to 1996
- Randy Scheerer California Fire Chiefs' Association Training Officer's Memorial Scholarship-2014
- Finisher Ironman St. George, Utah-2010
- Finisher Half Ironman Oceanside, California-2011

Community/Volunteer Involvement

- St. Jude Medical Center Board of Trustees-2019 to present
- Brea Rotary Club-2015 to 2022
- YMCA Adventure Guides (Indian Princesses)-2010 to 2023

ADAM R. LOESER

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I'm eager to serve as the Orange County Board of Supervisors, 4th-District representative on the Emergency Medical Care Committee and apply my 25 years of fire and EMS experience and knowledge to critical situations which impact the residents of our communities. Engaging in the mechanics of the prehospital medical system and providing constructive feedback regarding its operation are important to optimize overall response to our citizens and to mitigate risk by our providers.



RECEIVED

2025 AUG -6 AM 10:44

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Clerk of the Board
From: Supervisor Janet Nguyen, First District
Date: August 6, 2025

Chuck Allen

Subject: Supplemental Item for the August 12, 2025 Board of Supervisors Meeting

554D

Supervisor Janet Nguyen requests that a supplemental item be placed on the August 12, 2025, Board of Supervisors meeting agenda:

Consider the approval of sponsorship and addition of events to the FY 2025-26 county event calendar.

Recommended Actions:

1. Approve the sponsorship of the following nonprofit entities from the First District events funds:
 - Bolsa Chica Conservancy - \$3,500
 - Orange County Employee Association Health & Welfare Trust - \$3,500
 - Scouting America Orange County Council - \$6,000
2. Approve the addition of events to the FY 2025-26 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
3. Authorize Auditor-Controller to make related payments.



RECEIVED

2025 AUG -6 AM 11:08

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

Date: August 6, 2025

In Reply for DW

RE: Add Supplemental Item to the August 12, 2025, Board of Supervisors meeting *SS/E*

Please add a supplemental agenda item to the August 12, 2025, Board agenda titled: **“Adoption of Resolution: Support for the Veterans Cemetery Grants Program Pre-Application submitted by the California Department of Veterans Affairs (CalVet) for the Southern California Veterans Cemetery at Gypsum Canyon in Anaheim Hills, California.”**

The attached resolution is submitted for consideration. If adopted, please direct staff to send a Letter of Support, along with the resolution, to the United States Department of Veterans Affairs, National Cemetery Administration, Under Secretary for Memorial Affairs.

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 12, 2025

WHEREAS Orange County is home to more than 100,000 veterans and yet remains the largest county in California without a dedicated veterans cemetery. While neighboring counties have established facilities, Orange County's distinct geographic identity and accessibility challenges underscore the need for a local solution that honors its veteran community, AND;

WHEREAS Although Riverside National Cemetery is relatively close in terms of mileage, proximity does not equal accessibility. Severe traffic congestion and long travel times create real burdens for grieving families and aging loved ones—amounting to a significant barrier to access. For many, the distance to Riverside makes regular visits to honor and remember their loved ones unfeasible, AND;

WHEREAS This lack of fair regional access has left Orange County's veteran community underserved, despite their longstanding contributions to our nation's military and public service, AND;

WHEREAS On December 4, 2018, the Orange County Board of Supervisors unanimously approved transferring approximately 283 acres of unencumbered property at Gypsum Canyon in Anaheim Hills to the Orange County Cemetery District (OCCD) for a public cemetery. A condition of the agreement required that half of the useable acreage be set aside for a state-owned and state-operated veterans cemetery, AND;

WHEREAS On July 27, 2021, the Orange County Board of Supervisors unanimously approved allocating \$20 million exclusively for site development of a state-owned and state-operated veterans cemetery at Gypsum Canyon in Anaheim Hills and adopted a resolution to move forward with planning and development, AND;

WHEREAS On January 11, 2022, the Orange County Board of Supervisors unanimously approved sponsoring Assembly Bill 1595 (Quirk-Silva) to allow the California Department of Veterans Affairs (Cal Vet) to study, acquire, design, develop, and construct the Southern California Veterans Cemetery in Orange County. AB 1595 was approved unanimously by the California Legislature and signed into law on September 27, 2022, AND;

WHEREAS After years of delay due to a lack of consensus on an appropriate location, Orange County is now united. The County of Orange, all 34 cities, a bipartisan majority of the County's state and federal delegation, public safety and labor organizations, and more than 100 local, state and national veterans organizations are united in support of the Southern California Veterans Cemetery at the Gypsum Canyon location, AND;

WHEREAS State Assemblywoman Sharon Quirk-Silva and State Senator Thomas J. Umberg have secured an additional \$35.5 million in state funding. With nearly \$55.5 million secured, a dedicated site, and overwhelming public support, this project is not only needed but also ready to break ground and begin construction, AND;

WHEREAS, CalVet has submitted a Veterans Cemetery Grants Program Pre-Application to the National Cemetery Administration, under the United States Department of Veterans Affairs (VA). This program assists states, territories, and federally recognized tribal governments in providing gravesites for veterans in those areas where VA's national cemeteries cannot fully satisfy their burial needs. As part of the preapplication, CalVet requested \$6 million in federal funds to complete Phase 1 construction of the Southern California Veterans Cemetery.

WHEREAS, in order to take possession of the property and begin construction, CalVet's Pre-Application must be added to the National Cemetery Administration's "Conforming List" and prioritized for federal funding. The Priority Pre-Application Grant list will be released on October 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors respectfully requests the National Cemetery Administration prioritize CalVet's Pre-Application in accordance with the Veterans Cemetery Grants Program criteria, recognizing this critical step toward achieving equal access, and readiness for Orange County veterans and their families.



556F
MEMORANDUM

To: Clerk of the Board
From: Chair Chaffee, District Four Office
Date: 8/6/2025

Doug Chaffee

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG -6 PM 1:08

RECEIVED

RE: Items for August 12, 2025, Board of Supervisors Meeting

Please add this as a supplemental item for the August 12, 2025, Board of Supervisors meeting:

Approve the sponsorship of the following nonprofit entities from the Fourth District events funds:

- Arab American Civic Council (Layali Little Arabia)- \$1,000
- Women Rising Leadership Academy (Women's Leadership Program) - \$5,000

Recommended Actions:

1. Approve the addition or revisions of events to the FY 2025-2026 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
2. Authorize Auditor-Controller to make related payments.

Date	Department	Event	Awards to Nonprofits and Community Organizations	Not to Exceed Amount	Location	Organizer	Other County Participants
TBD	BOS-4	Layali Little Arabia	Arab American Civic Council	\$1,000	Anaheim	Various	TBD
TBD	BOS-4	Women Leadership Academy	Women Rising Leadership Academy	\$5,000	Brea	Various	TBD



Board of Supervisors

Memorandum

RECEIVED

2025 AUG -6 PM 2:07

August 6, 2025
OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Doug Chaffee
Kristine

To: Chairman Chaffee, Fourth District
From: Supervisor Vicente Sarmiento, 2nd District

5566

Subject: Addition of Supplemental Item to the August 12, 2025, Board Meeting Agenda

I ask that the Board of Supervisors approve the following recommended actions at the August 12, 2025, meeting:

1. Approve the use of \$3,500 from Second District events funds to support this year's Anaheim YMCA "We Give Thanks" event.

"We Give Thanks" has, for many years, brought together volunteers and local organizations to provide meals for individuals and families in need in Anaheim. The funds will assist the Anaheim YMCA as they organize and prepare for this great community effort and will cover the costs for meals for about 200 families. This year's "We Give Thanks" will be held on Thanksgiving Day morning and will provide needed assistance to the community this holiday season.

2. Find under Government Code section 26227 that these expenditures are necessary to meet the social needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into agreements as necessary to effectuate the purposes of these allocations.
4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of these allocations.



Revision to ASR and/or Attachments

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG - 7 PM 12:44

RECEIVED

Date: 8/7/2025
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: **Jamie Newton, Chief Human Resources Officer**
Re: ASR Control #: n/a, Meeting Date 8/12/2025, Item No. # S56H
Subject: Approve 2025-2026 Memorandum of Understanding with United Domestic Workers of America

Maquiere

Digitally signed by
Michelle Aguirre
Date: 2025.08.07
12:14:38 -0700

Explanation:

Revise Recommended Action 1 to reflect the legal entity taking action.

Revised Recommended Action(s)

Revise Recommended Action 1 as follows:
~~Board of Supervisors acting as the Governing Body of the Orange County In-Home Supportive Services Public Authority, a~~ Approve and adopt the attached 2025-2026 Memorandum of Understanding between the Orange County In-Home Supportive Services Public Authority and the United Domestic Workers of America/AFSCME Local 3930 for the period of January 1, 2025, to June 30, 2026.

Make modifications to the:

- Subject Background Information Summary Financial Impact

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



County Executive Office
Memorandum

55/6H

August 5, 2025

To: Clerk of the Board of Supervisors
From: Michelle Aguirre, County Executive Officer
Subject: Supplemental Request According to Board Rule 21

Digitally signed
by Michelle Aguirre
Date: 2025.08.05
14:37:43 -07'00'

MAguirre

2025 AUG -5 PM 2:17
RECEIVED
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025, Board Hearing.

Agency: County Executive Office
Subject: Approve 2025-2026 Memorandum of Understanding with United Domestic Workers of America
Districts: All Districts

Reason Item is Supplemental: The County Executive Office is requesting this supplemental item because the parties are in the process of finalizing the language of the successor Memorandum of Understanding. A tentative agreement was executed by the parties on June 25, 2025. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on August 12, 2025, to avoid an unfair labor practice charge.

Concur: *Doug Chaffee*
Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item
Clerk's Use Only 556H



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 8/12/2025

LEGAL ENTITY TAKING ACTION: Board of Supervisors and OC In-Home Supportive Services Public Authority

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office
Jamie Newton

DEPARTMENT HEAD REVIEW: *Jamie Newton*
64F309578F9841F
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Jamie Newton (714) 834-2836
Hetal Patel (714) 834-2247

RECEIVED
 AUG 16 PM 2:18
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Approve 2025-2026 Memorandum of Understanding with United Domestic Workers of America

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by <i>Michelle Aguirre</i> Date: 2025.08.05 14:38:18 -07'00' <hr/> CEO Signature	Approved as to form <hr/> Digitally signed by: <i>[Signature]</i> <hr/> County Counsel Signature	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** See Financial Impact Section **Annual Cost:** See Financial Impact Section

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

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

- Board of Supervisors acting as the Governing Body of the Orange County In-Home Supportive Services Public Authority, approve and adopt the attached 2025-2026 Memorandum of Understanding between the Orange County In-Home Supportive Services Public Authority and the United Domestic Workers of America/AFSCME Local 3930 for the period of January 1, 2025, to June 30, 2026.
- Authorize County Executive Officer or designee to execute attached 2025-2026 Memorandum of Understanding between the Orange County In-Home Supportive Services Public Authority and the United Domestic Workers of America/AFSCME Local 3930 for the period of January 1, 2025, to June 30, 2026.

SUMMARY:

Approval and adoption of the 2025-2026 Memorandum of Understanding between the County of Orange and the United Domestic Workers of America/AFSCME Local 3930, for the In-Home Supportive Services Provider Unit will ratify the terms and conditions of employment.

BACKGROUND INFORMATION:

In-Home Supportive Services (IHSS) provides domestic services, personal care, protective supervision and paramedical services to individuals 65 years of age or older and to blind or disabled individuals of any age in their own homes. The purpose of the program is to allow eligible individuals to live safely at home rather than in costly and less desirable out-of-home facilities. The IHSS program is operated in accordance with the requirements of the Welfare and Institutions Codes as well as regulations and directives issued by the California Department of Social Services, the California Department of Health Services and the federal Center for Medicaid and Medicare Services. As of June 2025, there are 44,857 IHSS Recipient cases with paid hours and 40,440 providers with paid hours. While IHSS Providers are not County employees, the Board of Supervisors (Board) is the Governing Body of the Orange County IHSS Public Authority, which is the employer of record for collective bargaining purposes.

Following over ten months of good faith negotiations, the parties reached a tentative agreement on June 25, 2025, regarding the proposed Memorandum of Understanding (MOU) under consideration by your honorable Board. The membership of the United Domestic Workers of America has ratified the proposed agreement.

A summary of the significant deal points in the 2025-2026 MOU include:

Term

January 1, 2025, through June 30, 2026. Agreement to start successor MOU negotiations in February 2026.

Health Insurance - Trust Fund Contribution

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will fund the trust as follows: an additional Five-Cents (\$0.05) per hour, making the total Seventy-Six-Cents (\$0.76), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.

Union Stewards

Upon UDW request, the Public Authority shall reimburse UDW for an amount equal to certain expenses that UDW incurred to retain the use of five (5) Union Stewards, or designees, during MOU negotiations or in preparation for MOU negotiations not to exceed fifty (50) total hours in any month for all Union Stewards, or designees, combined. UDW shall seek reimbursement only for Union Steward hours which are directly related to MOU negotiations or preparation for such negotiations, and only for hours which fall between the period beginning ninety (90) days prior to expiration of the existing MOU and ending with the Board of Supervisor's ratification of the MOU.

Supplies

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall increase the purchase of Personal Protective Equipment (PPE) that is reimbursable by the State from \$10,000 to \$30,000 per fiscal year during the term of this MOU.

Transportation

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall provide to UDW up to \$20,000 in transportation vouchers in the form of bus passes for distribution to Providers for the term of this contract only and shall sunset on the expiration of this MOU on June 30, 2026.

The Public Authority and UDW agree to establish a working group during the term of this contract only, to discuss existing opportunities for discounted transportation passes available to Providers and new opportunities for discounted transportation passes.

Identification

The Public Authority and UDW agree to establish a working group during the term of this contract to discuss ideas for Providers to identify themselves.

FINANCIAL IMPACT:

The estimated total cost incurred over the term of the MOU is \$662K, \$662K of which is Net County Cost (NCC). The estimated cost of \$662K (\$662K NCC) will occur in FY 2025-26. This is the County's estimated increase to the In-Home Supportive Services Maintenance of Effort over the term of the MOU.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - 2025-2026 Orange County IHSS Provider Unit MOU
- Attachment B - 2025-2026 Orange County IHSS Provider Unit MOU (Redline Version)
- Attachment C – June 25, 2025, Signed Deal Points (Tentative Agreement)

MEMORANDUM OF UNDERSTANDING

**IN-HOME SUPPORTIVE SERVICES (IHSS)
PROVIDER UNIT**

January 1, 2025 through June 30, 2026

ORANGE COUNTY IHSS PUBLIC AUTHORITY

AND

**UNITED DOMESTIC WORKERS OF AMERICA,
AFSCME Local 3930**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ORANGE COUNTY IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY
AND THE
UNITED DOMESTIC WORKERS OF AMERICA
AFSCME Local 3930**

January 1, 2025 – June 30, 2026

ARTICLE 1. PREAMBLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Orange County In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as “Public Authority”) and the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO (hereinafter referred to as “Union”) as a result of collective bargaining regarding the wages, hours, and terms and conditions of employment which are to be in effect during the period January 1, 2025 through June 30, 2026 for employees in the IHSS Provider Unit. This agreement shall be in compliance with the Employer-Employee Relations Resolution of the Orange County IHSS Public Authority except as otherwise provided in Section 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the employees in the IHSS Provider Unit, who are individual providers, is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the IHSS Providers in the role of a traditional employer and that the IHSS recipients (Consumers) remain the employer for the purposes of hiring, terminating and supervising the work of any independent provider providing services to them. IHSS recipients may also train providers regarding their individual needs.

Unique Nature of Services

The Public Authority and the Union also recognize and appreciate the unique nature of the services rendered by IHSS Providers, who provide valued services to IHSS recipients. The special relationship between the Provider and the recipient of service is deserving of the parties’ sincere respect and appreciation.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

The Orange County IHSS Public Authority recognizes the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers covered by this Agreement.

Section 2. Dues Deduction

- a. The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this agreement. The Union will advise California Department of Social Services (CDSS) or the designated payroll agent for Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, assessments and/or fees required by the Union. All such dues deductions shall be made in compliance with all applicable laws.
- b. The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current members of the bargaining unit including: name, address, telephone number, social security numbers, hours paid per month and earnings. The list shall be provided on diskette or via electronic mail, in an agreed upon format.
- c. The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and the County and their respective boards, directors, officers, and employees from any costs, liabilities, attorneys fees, and damages arising out of any and all claims, demands, suits or other actions alleging that the Public Authority, County, or Union has misused or inappropriately disclosed Provider information obtained from the Public Authority. Provider information includes but is not limited to Providers' names, addresses, telephone numbers, social security numbers and earnings. The Union shall limit its use of information to lawful Union purposes.

Section 3. Bulletin Boards/Notices to Employees

a. Bulletin Boards

The Public Authority agrees to provide a suitable bulletin board, placed in every Public Authority office in the County of Orange, upon which the Union may post its formal notices provided that material posted is not derogatory to the Public Authority of the County of Orange or its employees. Additionally, if the Public Authority decides to send a mailing to all IHSS Providers, the Public Authority will give the Union fifteen (15) business days advance notice of its intent and will allow the Union to include Union information in the mailer as long as the information is not derogatory as

outlined above. The Union will provide the Public Authority with any materials to be included in a mailing at least ten (10) business days in advance, unless mutually agreed upon, of the mailing and cover any increased costs due to including the Union materials.

b. Union Access to Public Authority Buildings

The Public Authority agrees to admit to any of its Orange County offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring this agreement. The Union shall notify the Public Authority of the name of its authorized representatives upon ratification of this agreement.

c. Languages

The Public Authority shall provide the capability at its administrative office to communicate with IHSS Providers as required by Title VI of the Civil Rights Act of 1964.

Section 4. Union Representatives at Assessments

- a. Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the recipient. However, Union representatives have the right to contact IHSS Providers at the addresses provided to them. In certain instances, union representatives may inadvertently visit a recipient's home, having been given the recipient's address as that of the IHSS Provider. Under such circumstances, the union representative may speak with the IHSS Provider after explaining the purpose of the visit and receiving permission from the Provider. If the address visited is the exclusive residence or the recipient, the union representative must also, wherever possible and practical, receive permission from the IHSS recipient to either (1) make an appointment at another location and/or time; or (2) continue with the meeting.
- b. Any determination regarding the amount of service hours a recipient shall be authorized is made by the Orange County Social Services Agency in consultation with the recipient and, when necessary, their provider of services.

Section 5. Union Stewards

- a. The Public Authority will recognize up to one Union steward for every one hundred (100) bargaining unit members.
- b. The Public Authority will recognize up to ten (10) stewards designated Senior Stewards.

- c. The Public Authority will recognize up to five (5) stewards designated as District Representatives.
- d. All such stewards, Senior Stewards and District Representatives shall be selected by the Union. The Union will provide a list of IHSS Providers in these positions to the Public Authority on a quarterly basis.
- e. Upon UDW request, the Public Authority shall reimburse UDW for an amount equal to certain expenses that UDW incurred to retain the use of five (5) Union Stewards, or designees, during MOU negotiations or in preparation for MOU negotiations. To obtain reimbursement, UDW shall bill the Public Authority on a monthly basis for an amount equal to the base hourly wage of the providers multiplied by the number of hours that the identified Union Stewards assisted in MOU negotiations or preparations, not to exceed fifty (50) total hours in any month for all Union Stewards, or designees, combined. UDW shall seek reimbursement only for Union Steward hours which are directly related to MOU negotiations or preparation for such negotiations, and only for hours which fall between the period beginning ninety (90) days prior to expiration of the existing MOU and ending with the Board of Supervisor's ratification of the MOU. Nothing in this section shall be interpreted to mean that Union Stewards are Public Authority or County employees or providing services to the Public Authority or County during the hours described in this paragraph.

Section 6. Registry List

Upon request, but not more than once per month, the Public Authority shall provide to the Union a list of all potential Providers on the IHSS registry. Such roster shall include the name, address and telephone number of each person on the registry.

ARTICLE 3. PUBLIC AUTHORITY RIGHTS

- a. Unless otherwise specified in this Memorandum of Understanding, the Public Authority retains the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission, and that of any constituent subsections, committees, and other related work groups, to add or delete names from the registry (in accordance with Section b. below) and to make all necessary actions to carry out its mission in emergencies.
- b. If an existing bargaining unit member's name were to be deleted from the registry, the Public Authority will notify the member and the union of this action, along with their right to appeal the decision, in writing within

ten (10) business days. The member may exercise the following steps to appeal the decision:

1. Request, in writing, the reasons for this action within ten (10) business days of receiving their notice.
2. Within ten (10) business days of receiving the reasons for the action as outlined in Subsection A. above, the member may submit, in writing, an appeal to the Public Authority Executive Director. The Executive Director will meet with the member and/or their representative to consider the appeal. The Executive Director will render a decision in writing within ten (10) business days of receiving the appeal.
3. Within ten (10) days of receiving the decision of the Executive Director, the member and/or their representative may request an impartial mediation through the State Mediation and Conciliation Service. Mediation shall be the final step of this appeals process.

ARTICLE 4. CONSUMER RIGHTS

- a. The Union and the Public Authority recognize the right of consumers, as established by law and by the Ordinance creating this Public Authority, to hire, terminate and supervise the work of any IHSS Provider providing services to them, as well as to train such individuals in the manner in which those services are to be provided.
- b. The Union shall neither seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information pertaining to consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. The consumer may consent to limited disclosure of information described herein and such consent may be withdrawn at any time for any reason.

ARTICLE 5. LABOR-MANAGEMENT RELATIONS COMMITTEE (LMC)

- a. The Public Authority and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program and provide quality, reliable care to all clients/consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.

- b. The Public Authority and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider and, when agreed upon, take action on matters affecting the relations between the parties and recommend measures to improve client care and the IHSS program. The committee shall not engage in negotiations, consider matters properly the subject of a grievance or an individual matter.
 1. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.

 2. The Committee shall be composed of up to eight (8) Union representatives and up to eight (8) Public Authority representatives or their designee. Recommendations of the committee shall be decided upon by a show of consensus and not by majority vote.

 3. The Committee will be co-chaired by one of the Union representatives and one of the Public Authority representatives.

 4. The Committee will meet upon the request of either the Union or the Public Authority, but no more than one meeting per month unless agreed upon by the parties.

 5. Minutes from committee meetings will be prepared by the Public Authority and the Union, with alternating responsibility, within thirty (30) days of each meeting.

 6. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed to by the parties.

 7. Employee Committee members serve on a voluntary basis and will receive no compensation from the Public Authority for their participation.

ARTICLE 6. GREIVANCE PROCEDURE

Section 1. Definition

From time to time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between employees and the Public Authority. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate Public Authority staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this agreement.

A grievance is hereby defined as a claim by an employee, a group of employees or the Union covered by this agreement involving an alleged violation of a provision of this Agreement by the Public Authority. Participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as within any IHSS Recipient's allocated service hours, or as paid time.

The grievance procedure shall not apply to matters over which the Public Authority has no jurisdiction, consumer rights or regarding the County of Orange.

Section 2. Grievance Procedure Steps

All grievances shall be handled in the following manner:

Step one: The employee/Union shall meet and present her/his grievance to the Public Authority designee within ten (10) working days of the alleged violation. The Public Authority designee will respond to the grievance, in writing, within fourteen (14) days of this meeting.

Step two: If no settlement is reached in Step one, the grievance shall be submitted to the Executive Director of the Public Authority within ten (10) working days from the Step one response. The Executive Director, within seven (7) working days, shall meet with the employee/Union to discuss the grievance. The Executive Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

Step three: If no settlement is reached in Step two, within ten (10) working days after the step two grievance procedure response is received, the employee/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

Step four: In the event the grievance is not resolved by mediation, the grievance may be submitted for arbitration within ten (10) working days of the mediation meeting. No grievance may proceed to arbitration until an attempt to resolve the matter has been made through mediation at Step three of this procedure.

Section 3. General Provisions for Arbitration

- a. In the event that the dispute proceeds to arbitration the parties shall make a good faith effort to agree on an arbitrator. If the parties are unable to agree on a arbitrator within ten (10) working days from receipt of the arbitration request, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service and shall meet to alternatively strike the names from the list of arbitrators until, through process of elimination, only one name remains.
- b. No less than ten (10) working days prior to an arbitration hearing, the parties shall exchange any documentary evidence that will be used during the course of the arbitration hearing.
- c. The parties shall share the costs of the arbitrator equally.
- d. At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:
 1. Oral evidence shall be taken only under oath.
 2. Each party shall have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination. If the employee does not testify on his or her own behalf, the employee may be called and examined as if under cross-examination.
 3. The Public Authority shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
- e. The decision of the arbitrator shall be binding on all parties.
- f. The arbitrator may sustain, modify or rescind an appealed action. If the arbitrator decides to modify or rescind the action, any monetary award will be limited to any actual losses of pay or benefits by the employee(s). No claim shall be awarded for retroactive adjustments of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

ARTICLE 7. ORIENTATION AND TRAINING

- A. The Public Authority will inform the bargaining unit members of training classes that are designed to offer activities to enhance the skills of IHSS Providers and to ensure ongoing access to appropriate and relevant information and training necessary to provide quality of care to IHSS recipients.

The Labor Management Relations Committee will develop an orientation meeting for new IHSS Providers, which shall be optional, and will also develop an informational packet for all bargaining unit members (in languages as required by Title VI of the Civil Rights Act of 1964) to explain various items important to the work of the IHSS provider. These items would include, but are not limited to hours/assessments, services, rights, rules, time card instructions, contact numbers and complaint/action forms. The Public Authority will also allow the Union to include in the packet of information Union contact information including Union website address.

The Public Authority agrees to work with the Union within the Labor Management Relations Committee to jointly pursue outside sources of additional funding that may be used to establish training and development programs for bargaining unit members, including the prospect of paid training for skill development and career enhancement. The Public Authority will pursue these activities, as its time availability makes practical and shall not be responsible for guaranteeing the receipt of any such funding or for the outcome of any such grant seeking efforts.

- B. If State or Federal funds become available for Provider training at no cost to the County/Public Authority during the term of this contract, the parties will meet within sixty (60) days to reach an agreement on the amount of monies that will be allocated and the trainings that will be offered to providers.

ARTICLE 8. PAYROLL

Section 1. Payroll

To promote a timely and accurate payroll system, the Public Authority and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the Public Authority, the Public Authority and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions.

Section 2. Direct Deposit

In order to ensure that employees receive their paychecks in a timely manner and to avoid late, missing, delayed or lost paychecks, the Public Authority will cooperate with the establishment of a system to be developed by the State Controller to direct deposit IHSS Providers' paychecks into their bank accounts once this option has been made available by the State Controller. This service will be optional and made available at no cost to the employee.

ARTICLE 9. WAGES

Section 1 - Wages

- A. The base wage for Providers shall be the Federal, State, or other applicable minimum wage, whichever is greater.

- B. The Public Authority will continue to supplement the base wage outlined in Section 1.A. above at a total supplemental wage of \$0.50 per hour. The cost of the supplement has been added to the County's Maintenance of Effort (MOE) on a permanent basis, and will not be compounded for subsequent increases not locally negotiated.

- C. The Public Authority will supplement the base wage outlined in Sections 1.A. and 1.B. above at an additional \$0.75 per hour, making the total supplemental wage \$1.25 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

- D. Effective January 1, 2024 the Public Authority will supplement the base wage outlined in Sections 1.A., 1.B., and 1.C. above at an additional \$0.75 per hour, making the total supplemental wage \$2.00 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

Section 2 - Wage and Benefit Contingency

- A. If, during the term of this agreement, either Federal or State participation levels are reduced, State realignment funds are reduced, the State caps their funding participation for provider wages and/or benefits lower than the wages and/or benefits paid under this agreement, or the State or Federal cost sharing formula is modified in any manner that would result in an increased cost to the County/Public Authority to maintain the wage and/or benefit levels in this Agreement, the affected wages and/or benefits will be adjusted by an amount necessary to keep the total costs to the County/Public Authority the same as it would have been had the State or Federal participation level not been adjusted.
- B. In the case of a reduction in the Federal or State participation levels, as described in Article 9, Section 2.A. above, upon request of the Union, the parties will meet and confer to modify the distribution of the impact of the reduction between wages and benefits within 90 days of modifications.
- C. In no way does the inclusion of wage contingency language, as described in Article 9, Sections 2.A. and 2.B. above, imply that any supplemental wage has been agreed upon in excess of what is prescribed in Article 9, Section 1 above.

ARTICLE 10. HEALTH INSURANCE

Section 1. Trust Fund

The Union shall maintain a trust fund for the sole purpose of providing medical insurance benefits and life insurance to eligible members of the Orange County IHSS Provider Unit. The Union will operate the trust fund and insurance programs in accordance with all applicable Federal and/State laws. Funds in said trust shall not be co-mingled with Union funds.

In addition to the foregoing, the Union will ensure that the provision of benefits to providers under this Article comply with all applicable requirements of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, each as amended.

Section 2. Funding of the Trust Fund

- A. The Public Authority will fund the trust as follows: Seventy-One-Cents (\$.71) per hour will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the term of this contract.
- B. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will fund the trust as follows: an additional Eleven-Cents (\$0.05) per hour, making the total Seventy-Six-Cents (\$0.76), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.
- C. The Public Authority will fund the trust as follows: Three-Cents (\$0.03) per hour will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract for Life Insurance.
- D. If the benefit rate for IHSS Providers is reduced at the State or Federal level and is lower than the County's current benefit rate, then the County's benefit rate will be automatically reduced to the same level. The Public Authority shall provide written notice to the Union at least thirty (30) calendar days prior to the effective date of any adjustments made pursuant to this section which would include the reason(s) for the adjustment.

Section 3. Benefits

All eligible providers in the unit will be offered benefits to include health, dental, vision, and life insurance.

Section 4. Eligibility Criteria for Health, Dental, and Vision Insurance

To become eligible to participate in the benefits program, the provider must work at least an average of eighty (80) hours per month during each calendar quarter. If a provider that is currently participating in the benefits program does not work an average of eighty (80) hours per month during any calendar quarter, they will be notified that they will need to increase their hours worked during the following quarter to retain eligibility for benefits. If the provider does not increase their hours to an average of eighty (80) hours per month during that subsequent quarter, they become ineligible for the benefits program and will need to re-establish their eligibility for benefits. Hours worked are equal to, and defined as, paid hours as reported on the Case Management Information and Payroll System.

Section 5. Trust Fund Reports

Once each year, upon written request, the United Domestic Workers of America will provide to the Orange County IHSS Public Authority a copy of the trust fund annual financial report. The annual financial report shall include the actual costs of the health benefit plan and life insurance premiums, member contributions towards medical insurance, eligible provider participation level, rate increases by insurance carriers, a summary of remaining fund expenditures, and the beginning and ending cash balance of the fund. Additionally, once each year, upon written request, the Public Authority will be allowed to perform a full financial audit of the Union Trust Fund at no cost to the Union.

In the event any information is required by the Orange County IHSS Public Authority, the County of Orange or the State of California to satisfy any federal or state reporting requirements, including, but not limited to, requirements imposed by the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, each as amended, UDWA will promptly provide such information to the requesting entity. The foregoing does not limit the responsibility of the Union to promptly satisfy all federal and/or state reporting requirements resulting from the administration of the trust or the insurance programs.

Section 6. Indemnification

The Union shall indemnify and hold the Orange County IHSS Public Authority and the County of Orange harmless from any claims or legal actions brought under this agreement, including, but not limited to, any costs, penalties, fees or assessments imposed under the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, in connection with the benefits to be provided under this Article.

ARTICLE 11. SUPPLIES

The Public Authority shall purchase supplies, which will consist of but not be limited to medical supplies. The supplies will be housed at the Union office and the Public Authority Office on an equal ratio. The Public Authority shall fund supplies up to \$10,000 per fiscal year during the term of this MOU.

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall purchase Personal Protective Equipment (PPE) that is reimbursable by the State. The Public Authority shall fund supplies up to \$30,000 per fiscal year during the term of this MOU. The parties shall work collaboratively at the LMC meetings to determine what supplies are needed, where they will be stored and who will distribute them.

ARTICLE 12. TRANSPORTATION

- a. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall provide to UDW up to \$20,000 in transportation vouchers in the form of bus passes for distribution to Providers for the term of this contract only and shall sunset on the expiration of this MOU on June 30, 2026.
- b. The Public Authority and UDW agree to establish a working group during the term of this contract only, to discuss existing opportunities for discounted transportation passes available to Providers and new opportunities for discounted transportation passes.

ARTICLE 13. IDENTIFICATION

The Public Authority and UDW agree to establish a working group during the term of this contract to discuss ideas for Providers to identify themselves.

ARTICLE 14. NON-DISCRIMINATION

Section 1. Non-Discrimination

The Public Authority and the Union shall not discriminate in the interpretation, application or enforcement of the express terms of this Agreement because of an individual's gender, race, creed, color, national origin, sexual orientation, age, or disability.

Section 2. Union Activities

The Public Authority and the Union shall not discriminate against any Provider covered by this agreement for his or her participation or non-participation in Union activities or the exercise of his or her rights under this agreement.

ARTICLE 15. GENERAL PROVISIONS

Section 1. No Strike/No Lockout

During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties. The IHSS Public Authority agrees not to lockout members during the term of this MOU.

Section 2. Modification

No provision or term of this agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

Section 3. Savings Clause/Separability

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

Section 4. Sole and Entire Agreement

- a. This Agreement, together with any appendices, concludes all collective bargaining between the parties, constitutes the sole and entire agreement between the parties and supersedes any prior agreements or understandings, oral, written, express or implied, or practices by the Public Authority with regard to bargaining unit members.
- b. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not otherwise prohibited by law and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 5. Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

Section 6. Contract Term

This Agreement shall become effective January 1, 2025 and shall terminate on June 30, 2026. The County/Public Authority and UDW shall start negotiations for the next contract on or around February 1, 2026.

MEMORANDUM OF UNDERSTANDING

IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER UNIT

January 1, 2025~~July 1, 2022~~ through
~~December 31, 2024~~June 30, 2026

ORANGE COUNTY IHSS PUBLIC AUTHORITY

AND

UNITED DOMESTIC WORKERS OF AMERICA,
AFSCME Local 3930

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ORANGE COUNTY IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY
AND THE
UNITED DOMESTIC WORKERS OF AMERICA
AFSCME Local 3930**

~~January 1, 2025~~ ~~July 1, 2022~~ – ~~December 31, 2024~~ ~~June 30, 2026~~

ARTICLE 1. PREAMBLE

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Orange County In-Home Supportive Services (IHSS) Public Authority (hereinafter referred to as “Public Authority”) and the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO (hereinafter referred to as “Union”) as a result of collective bargaining regarding the wages, hours, and terms and conditions of employment which are to be in effect during the period ~~January 1, 2025~~ ~~July 1, 2022~~ through ~~December 31, 2024~~ ~~June 30, 2026~~ for employees in the IHSS Provider Unit. This agreement shall be in compliance with the Employer-Employee Relations Resolution of the Orange County IHSS Public Authority except as otherwise provided in Section 12300 and 12301.6 of the State of California Welfare and Institutions Code, as amended. The Union and the Public Authority acknowledge that the relationship between the Public Authority and the employees in the IHSS Provider Unit, who are individual providers, is governed by state law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, and that the Public Authority does not employ or manage the IHSS Providers in the role of a traditional employer and that the IHSS recipients (Consumers) remain the employer for the purposes of hiring, terminating and supervising the work of any independent provider providing services to them. IHSS recipients may also train providers regarding their individual needs.

Unique Nature of Services

The Public Authority and the Union also recognize and appreciate the unique nature of the services rendered by IHSS Providers, who provide valued services to IHSS recipients. The special relationship between the Provider and the recipient of service is deserving of the parties’ sincere respect and appreciation.

ARTICLE 2. UNION RIGHTS

Section 1. Recognition

The Orange County IHSS Public Authority recognizes the United Domestic Workers of America, AFSCME Local 3930, AFL-CIO, as the exclusive representative of the In-Home Supportive Services Individual Providers covered by this Agreement.

Section 2. Dues Deduction

- a. The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this agreement. The Union will advise California Department of Social Services (CDSS) or the designated payroll agent for Providers in the bargaining unit covered by this agreement, to deduct all authorized dues, assessments and/or fees required by the Union. All such dues deductions shall be made in compliance with all applicable laws.
- b. The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current members of the bargaining unit including: name, address, telephone number, social security numbers, hours paid per month and earnings. The list shall be provided on diskette or via electronic mail, in an agreed upon format.
- c. The Union shall defend, indemnify, save, protect and hold harmless the Public Authority and the County and their respective boards, directors, officers, and employees from any costs, liabilities, attorneys fees, and damages arising out of any and all claims, demands, suits or other actions alleging that the Public Authority, County, or Union has misused or inappropriately disclosed Provider information obtained from the Public Authority. Provider information includes but is not limited to Providers' names, addresses, telephone numbers, social security numbers and earnings. The Union shall limit its use of information to lawful Union purposes.

Section 3. Bulletin Boards/Notices to Employees

a. Bulletin Boards

The Public Authority agrees to provide a suitable bulletin board, placed in every Public Authority office in the County of Orange, upon which the Union may post its formal notices provided that material posted is not derogatory to the Public Authority of the County of Orange or its employees. Additionally, if the Public Authority decides to send a mailing to all IHSS Providers, the Public Authority will give the Union fifteen (15) business days advance notice of its intent and will allow the Union to include Union information in the mailer as long as the information is not derogatory as outlined above. The Union will provide the Public Authority with any materials to be included in a mailing at least ten (10) business days in advance, unless mutually agreed upon, of the mailing and cover any increased costs due to including the Union materials.

b. Union Access to Public Authority Buildings

The Public Authority agrees to admit to any of its Orange County offices the authorized representative(s) of the Union for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring this agreement. The Union shall notify the Public Authority of the name of its authorized representatives upon ratification of this agreement.

c. Languages

The Public Authority shall provide the capability at its administrative office to communicate with IHSS Providers as required by Title VI of the Civil Rights Act of 1964.

Section 4. Union Representatives at Assessments

- a. Union representatives will not seek to conduct union business related to enforcement of this Agreement at the home of the recipient. However, Union representatives have the right to contact IHSS Providers at the addresses provided to them. In certain instances, union representatives may inadvertently visit a recipient's home, having been given the recipient's address as that of the IHSS Provider. Under such circumstances, the union representative may speak with the IHSS Provider after explaining the purpose of the visit and receiving permission from the Provider. If the address visited is the exclusive residence or the recipient, the union representative must also, wherever possible and practical, receive permission from the IHSS recipient to either (1) make an appointment at another location and/or time; or (2) continue with the meeting.

- b. Any determination regarding the amount of service hours a recipient shall be authorized is made by the Orange County Social Services Agency in consultation with the recipient and, when necessary, their provider of services.

Section 5. Union Stewards

- a. The Public Authority will recognize up to one Union steward for every one hundred (100) bargaining unit members.
- b. The Public Authority will recognize up to ten (10) stewards designated Senior Stewards.
- c. The Public Authority will recognize up to five (5) stewards designated as District Representatives.
- d. All such stewards, Senior Stewards and District Representatives shall be selected by the Union. The Union will provide a list of IHSS Providers in these positions to the Public Authority on a quarterly basis.

d.e. Upon UDW request, the Public Authority shall reimburse UDW for an amount equal to certain expenses that UDW incurred to retain the use of five (5) Union Stewards, or designees, during MOU negotiations or in preparation for MOU negotiations. To obtain reimbursement, UDW shall bill the Public Authority on a monthly basis for an amount equal to the base hourly wage of the providers multiplied by the number of hours that the identified Union Stewards assisted in MOU negotiations or preparations, not to exceed fifty (50) total hours in any month for all Union Stewards, or designees, combined. UDW shall seek reimbursement only for Union Steward hours which are directly related to MOU negotiations or preparation for such negotiations, and only for hours which fall between the period beginning ninety (90) days prior to expiration of the existing MOU and ending with the Board of Supervisor's ratification of the MOU. Nothing in this section shall be interpreted to mean that Union Stewards are Public Authority or County employees or providing services to the Public Authority or County during the hours described in this paragraph.

Section 6. Registry List

Upon request, but not more than once per month, the Public Authority shall provide to the Union a list of all potential Providers on the IHSS registry. Such roster shall include the name, address and telephone number of each person on the registry.

ARTICLE 3. PUBLIC AUTHORITY RIGHTS

- a. Unless otherwise specified in this Memorandum of Understanding, the Public Authority retains the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission, and that of any constituent subsections, committees, and other related work groups, to add or delete names from the registry (in accordance with Section b. below) and to make all necessary actions to carry out its mission in emergencies.
- b. If an existing bargaining unit member's name were to be deleted from the registry, the Public Authority will notify the member and the union of this action, along with their right to appeal the decision, in writing within ten (10) business days. The member may exercise the following steps to appeal the decision:
 1. Request, in writing, the reasons for this action within ten (10) business days of receiving their notice.
 2. Within ten (10) business days of receiving the reasons for the action as outlined in Subsection A. above, the member may submit, in writing, an appeal to the Public Authority Executive Director. The Executive Director will meet with the member and/or their representative to consider the appeal. The Executive Director will render a decision in writing within ten (10) business days of receiving the appeal.
 3. Within ten (10) days of receiving the decision of the Executive Director, the member and/or their representative may request an impartial mediation through the State Mediation and Conciliation Service. Mediation shall be the final step of this appeals process.

ARTICLE 4. CONSUMER RIGHTS

- a. The Union and the Public Authority recognize the right of consumers, as established by law and by the Ordinance creating this Public Authority, to hire, terminate and supervise the work of any IHSS Provider providing services to them, as well as to train such individuals in the manner in which those services are to be provided.
- b. The Union shall neither seek nor receive information from the Public Authority regarding the name, address, phone number, or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information pertaining to consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. The

consumer may consent to limited disclosure of information described herein and such consent may be withdrawn at any time for any reason.

ARTICLE 5. LABOR-MANAGEMENT RELATIONS COMMITTEE (LMC)

- a. The Public Authority and the Union recognize the importance of maintaining an effective working relationship in order to fulfill the mission of the IHSS program and provide quality, reliable care to all clients/consumers. Both parties recognize their responsibility to address any program matter that might affect this goal.
- b. The Public Authority and the Union shall establish a Labor-Management Relations Committee. The purpose of the Committee shall be to consider and, when agreed upon, take action on matters affecting the relations between the parties and recommend measures to improve client care and the IHSS program. The committee shall not engage in negotiations, consider matters properly the subject of a grievance or an individual matter.
 1. Each party shall select their own participants for the Committee. However, either party may request the removal of a participant from the other group if that participant becomes too disruptive to the work of the Committee.
 2. The Committee shall be composed of up to eight (8) Union representatives and up to eight (8) Public Authority representatives or their designee. Recommendations of the committee shall be decided upon by a show of consensus and not by majority vote.
 3. The Committee will be co-chaired by one of the Union representatives and one of the Public Authority representatives.
 4. The Committee will meet upon the request of either the Union or the Public Authority, but no more than one meeting per month unless agreed upon by the parties.
 5. Minutes from committee meetings will be prepared by the Public Authority and the Union, with alternating responsibility, within thirty (30) days of each meeting.
 6. The Public Authority and the Union will address each recommended item within a reasonable amount of time or as agreed to by the parties.
 7. Employee Committee members serve on a voluntary basis and will receive no compensation from the Public Authority for their participation.

ARTICLE 6. GREIVANCE PROCEDURE

Section 1. Definition

From time to time there may be differences and misunderstandings about the interpretation and application of the terms of this Agreement. Both parties agree that these differences and/or misunderstandings should be resolved promptly and, whenever possible, through informal means of communication between employees and the Public Authority. The Union will encourage bargaining unit members to discuss and resolve their concerns directly with appropriate Public Authority staff as the first step in addressing any work-related problem in order to prevent the need for a formal grievance. However, it is also acknowledged that occasions may arise in which informal means are inadequate to resolve work-related disputes concerning the interpretation or application of this agreement.

A grievance is hereby defined as a claim by an employee, a group of employees or the Union covered by this agreement involving an alleged violation of a provision of this Agreement by the Public Authority. Participation in the grievance procedure in any capacity shall be solely on the Provider's own time, and shall not be treated as within any IHSS Recipient's allocated service hours, or as paid time.

The grievance procedure shall not apply to matters over which the Public Authority has no jurisdiction, consumer rights or regarding the County of Orange.

Section 2. Grievance Procedure Steps

All grievances shall be handled in the following manner:

Step one: The employee/Union shall meet and present her/his grievance to the Public Authority designee within ten (10) working days of the alleged violation. The Public Authority designee will respond to the grievance, in writing, within fourteen (14) days of this meeting.

Step two: If no settlement is reached in Step one, the grievance shall be submitted to the Executive Director of the Public Authority within ten (10) working days from the Step one response. The Executive Director, within seven (7) working days, shall meet with the employee/Union to discuss the grievance. The Executive Director will respond to the grievance, in writing, within ten (10) working days of this meeting.

Step three: If no settlement is reached in Step two, within ten (10) working days after the step two grievance procedure response is received, the employee/Union shall have the right to request an impartial mediation through the State Mediation and Conciliation Service. The mediator will meet with the parties to attempt to resolve the grievance and the parties shall share any mediation costs equally.

Step four: In the event the grievance is not resolved by mediation, the grievance may be submitted for arbitration within ten (10) working days of the mediation meeting. No grievance may proceed to arbitration until an attempt to resolve the matter has been made through mediation at Step three of this procedure.

Section 3. General Provisions for Arbitration

- a. In the event that the dispute proceeds to arbitration the parties shall make a good faith effort to agree on an arbitrator. If the parties are unable to agree on a arbitrator within ten (10) working days from receipt of the arbitration request, the parties shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service and shall meet to alternatively strike the names from the list of arbitrators until, through process of elimination, only one name remains.
- b. No less than ten (10) working days prior to an arbitration hearing, the parties shall exchange any documentary evidence that will be used during the course of the arbitration hearing.
- c. The parties shall share the costs of the arbitrator equally.
- d. At the hearing, both parties shall have the right to be heard and to present evidence. The following rules shall apply:
 1. Oral evidence shall be taken only under oath.
 2. Each party shall have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination. If the employee does not testify on his or her own behalf, the employee may be called and examined as if under cross-examination.
 3. The Public Authority shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
- e. The decision of the arbitrator shall be binding on all parties.
- f. The arbitrator may sustain, modify or rescind an appealed action. If the arbitrator decides to modify or rescind the action, any monetary award will be limited to any actual losses of pay or benefits by the employee(s). No claim shall be awarded for retroactive adjustments of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

ARTICLE 7. ORIENTATION AND TRAINING

- A. The Public Authority will inform the bargaining unit members of training classes that are designed to offer activities to enhance the skills of IHSS Providers and to ensure ongoing access to appropriate and relevant information and training necessary to provide quality of care to IHSS recipients.

The Labor Management Relations Committee will develop an orientation meeting for new IHSS Providers, which shall be optional, and will also develop an informational packet for all bargaining unit members (in languages as required by Title VI of the Civil Rights Act of 1964) to explain various items important to the work of the IHSS provider. These items would include, but are not limited to hours/assessments, services, rights, rules, time card instructions, contact numbers and complaint/action forms. The Public Authority will also allow the Union to include in the packet of information Union contact information including Union website address.

The Public Authority agrees to work with the Union within the Labor Management Relations Committee to jointly pursue outside sources of additional funding that may be used to establish training and development programs for bargaining unit members, including the prospect of paid training for skill development and career enhancement. The Public Authority will pursue these activities, as its time availability makes practical and shall not be responsible for guaranteeing the receipt of any such funding or for the outcome of any such grant seeking efforts.

- B. If State or Federal funds become available for Provider training at no cost to the County/Public Authority during the term of this contract, the parties will meet within sixty (60) days to reach an agreement on the amount of monies that will be allocated and the trainings that will be offered to providers.

ARTICLE 8. PAYROLL

Section 1. Payroll

To promote a timely and accurate payroll system, the Public Authority and the Union will utilize the Labor Management Relations Committee to identify causes and solutions to on-going problems resulting in late, lost or inaccurate paychecks and related payroll issues. When the causes of problems are outside the direct control of the Public Authority, the Public Authority and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies and working with those agencies to seek and implement appropriate solutions.

Section 2. Direct Deposit

In order to ensure that employees receive their paychecks in a timely manner and to avoid late, missing, delayed or lost paychecks, the Public Authority will cooperate with the establishment of a system to be developed by the State Controller to direct deposit IHSS Providers' paychecks into their bank accounts once this option has been made available by the State Controller. This service will be optional and made available at no cost to the employee.

ARTICLE 9. WAGES

Section 1 - Wages

- A. The base wage for Providers shall be the Federal, State, or other applicable minimum wage, whichever is greater.

- B. The Public Authority will continue to supplement the base wage outlined in Section 1.A. above at a total supplemental wage of \$0.50 per hour. The cost of the supplement has been added to the County's Maintenance of Effort (MOE) on a permanent basis, and will not be compounded for subsequent increases not locally negotiated.

- C. ~~Effective upon Union Ratification, County Board of Supervisors and State approval,~~ The Public Authority will supplement the base wage outlined in Sections 1.A. and 1.B. above at an additional \$0.75 per hour, making the total supplemental wage \$1.25 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

- D. Effective January 1, 2024 the Public Authority will supplement the base wage outlined in Sections 1.A., 1.B., and 1.C. above at an additional \$0.75 per hour, making the total supplemental wage \$2.00 per hour. The increase will be pursuant to the terms of the Welfare and Institutions Code § 12306.1. The cost of the Wage Supplement will be added to the County's Maintenance of Effort (MOE) on a permanent basis, but will not be compounded for subsequent increases not locally negotiated.

Section 2 - Wage and Benefit Contingency

- A. If, during the term of this agreement, either Federal or State participation levels are reduced, State realignment funds are reduced, the State caps their funding participation for provider wages and/or benefits lower than the wages and/or benefits paid under this agreement, or the State or Federal cost sharing formula is modified in any manner that would result in an increased cost to the County/Public Authority to maintain the wage and/or benefit levels in this Agreement, the affected wages and/or benefits will be adjusted by an amount necessary to keep the total costs to the County/Public Authority the same as it would have been had the State or Federal participation level not been adjusted.
- B. In the case of a reduction in the Federal or State participation levels, as described in Article 9, Section 2.A. above, upon request of the Union, the parties will meet and confer to modify the distribution of the impact of the reduction between wages and benefits within 90 days of modifications.
- C. In no way does the inclusion of wage contingency language, as described in Article 9, Sections 2.A. and 2.B. above, imply that any supplemental wage has been agreed upon in excess of what is prescribed in Article 9, Section 1 above.

ARTICLE 10. HEALTH INSURANCE

Section 1. Trust Fund

The Union shall maintain a trust fund for the sole purpose of providing medical insurance benefits and life insurance to eligible members of the Orange County IHSS Provider Unit. The Union will operate the trust fund and insurance programs in accordance with all applicable Federal and/State laws. Funds in said trust shall not be co-mingled with Union funds.

In addition to the foregoing, the Union will ensure that the provision of benefits to providers under this Article comply with all applicable requirements of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, each as amended.

Section 2. Funding of the Trust Fund

- A. The Public Authority will fund the trust as follows: ~~Seventy-One~~~~Sixty~~-Cents (\$~~.7160~~) per hour will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the term of this contract.
- B. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will fund the trust as follows: an additional Eleven-Cents (\$0.~~0544~~) per hour, making the total ~~Seventy-Six~~~~One~~-Cents (\$0.~~764~~), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.
- C. ~~Effective upon Union Ratification, County Board of Supervisors and State approval,~~ The Public Authority will fund the trust as follows: Three-Cents (\$0.03) per hour will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract for Life Insurance.
- D. If the benefit rate for IHSS Providers is reduced at the State or Federal level and is lower than the County's current benefit rate, then the County's benefit rate will be automatically reduced to the same level. The Public Authority shall provide written notice to the Union at least thirty (30) calendar days prior to the effective date of any adjustments made pursuant to this section which would include the reason(s) for the adjustment.

Section 3. Benefits

All eligible providers in the unit will be offered benefits to include health, dental, vision, and life insurance.

Section 4. Eligibility Criteria for Health, Dental, and Vision Insurance

To become eligible to participate in the benefits program, the provider must work at least an average of eighty (80) hours per month during each calendar quarter. If a provider that is currently participating in the benefits program does not work an average of eighty (80) hours per month during any calendar quarter, they will be notified that they will need to increase their hours worked during the following quarter to retain eligibility for benefits. If the provider does not increase their hours to an average of eighty (80) hours per month during that subsequent quarter, they become ineligible for the benefits program and will need to re-establish their eligibility for benefits. Hours worked are equal to, and defined as, paid hours as reported on the Case Management Information and Payroll System.

Section 5. Trust Fund Reports

Once each year, upon written request, the United Domestic Workers of America will provide to the Orange County IHSS Public Authority a copy of the trust fund annual financial report. The annual financial report shall include the actual costs of the health benefit plan and life insurance premiums, member contributions towards medical insurance, eligible provider participation level, rate increases by insurance carriers, a summary of remaining fund expenditures, and the beginning and ending cash balance of the fund. Additionally, once each year, upon written request, the Public Authority will be allowed to perform a full financial audit of the Union Trust Fund at no cost to the Union.

In the event any information is required by the Orange County IHSS Public Authority, the County of Orange or the State of California to satisfy any federal or state reporting requirements, including, but not limited to, requirements imposed by the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, each as amended, UDWA will promptly provide such information to the requesting entity. The foregoing does not limit the responsibility of the Union to promptly satisfy all federal and/or state reporting requirements resulting from the administration of the trust or the insurance programs.

Section 6. Indemnification

The Union shall indemnify and hold the Orange County IHSS Public Authority and the County of Orange harmless from any claims or legal actions brought under this

agreement, including, but not limited to, any costs, penalties, fees or assessments imposed under the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended, in connection with the benefits to be provided under this Article.

ARTICLE 11. SUPPLIES

The Public Authority shall purchase supplies, which will consist of but not be limited to medical supplies. The supplies will be housed at the Union office and the Public Authority Office on an equal ratio. The Public Authority shall fund supplies up to \$10,000 per fiscal year during the term of this MOU. ~~Each party will maintain a log to account for the name of the Provider receiving supplies, date of issuance and the quantity received. Upon a ten (10) day written request, the Union and the Public Authority will be allowed to inspect the supplies and the entry log. A quarterly report of all supplies and logs will be accounted for during the LMC meetings.~~

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall purchase Personal Protective Equipment (PPE) that is reimbursable by the State. The Public Authority shall fund supplies up to \$30,000 per fiscal year during the term of this MOU. The parties shall work collaboratively at the LMC meetings to determine what supplies are needed, where they will be stored and who will distribute them.

ARTICLE 12. TRANSPORTATION

- a. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall provide to UDW up to \$20,000 in transportation vouchers in the form of bus passes for distribution to Providers for the term of this contract only and shall sunset on the expiration of this MOU on June 30, 2026.
- b. The Public Authority and UDW agree to establish a working group during the term of this contract only, to discuss existing opportunities for discounted transportation passes available to Providers and new opportunities for discounted transportation passes.

ARTICLE 13. IDENTIFICATION

The Public Authority and UDW agree to establish a working group during the term of this contract to discuss ideas for Providers to identify themselves.

ARTICLE 142. NON-DISCRIMINATION

Section 1. Non-Discrimination

The Public Authority and the Union shall not discriminate in the interpretation, application or enforcement of the express terms of this Agreement because of an individual's gender, race, creed, color, national origin, sexual orientation, age, or disability.

Section 2. Union Activities

The Public Authority and the Union shall not discriminate against any Provider covered by this agreement for his or her participation or non-participation in Union activities or the exercise of his or her rights under this agreement.

ARTICLE 153. GENERAL PROVISIONS

Section 1. No Strike/No Lockout

During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or refusal to perform customary duties. The IHSS Public Authority agrees not to lockout members during the term of this MOU.

Section 2. Modification

No provision or term of this agreement may be amended, modified, altered or waived except by written agreement between the parties hereto.

Section 3. Savings Clause/Separability

In the event that any Article, Section or portion of this Agreement is declared invalid by a court of competent jurisdiction or is in contravention of any applicable law the

remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

Section 4. Sole and Entire Agreement

- a. This Agreement, together with any appendices, concludes all collective bargaining between the parties, constitutes the sole and entire agreement between the parties and supersedes any prior agreements or understandings, oral, written, express or implied, or practices by the Public Authority with regard to bargaining unit members.
- b. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not otherwise prohibited by law and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 5. Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

Section 6. Contract Term

This Agreement shall become effective ~~January 1, 2025~~^{July 1, 2022} and shall terminate on ~~December 31, 2024~~ June 30, 2026. The County/Public Authority and UDW shall start negotiations for the next contract on or around February 1, 2026.

DEAL POINTS
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF ORANGE
AND
THE ORANGE COUNTY IHSS PUBLIC AUTHORITY
AND
THE UNITED DOMESTIC WORKERS OF AMERICA, AFSCME LOCAL 3930
FOR
THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER UNIT

June 25, 2025

1. Article 13. General Provisions - Section 6. Contract Term

This Agreement shall become effective January 1, 2025 and shall terminate on June 30, 2026. The County/Public Authority and UDW shall start negotiations for the next contract on or around February 1, 2026.

2. Article 10. Health Insurance - Section 2. Funding of the Trust Fund

Additional \$0.05 into the trust fund for provider medical insurance.

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority will fund the trust as follows: an additional Five-Cents (\$0.05) per hour, making the total Seventy-Six-Cents (\$0.76), will be paid into the trust fund for all Orange County IHSS Provider hours worked each month during the remainder of this contract.

3. Article 2. Union Rights - Section 5. Union Stewards

e. Upon UDW request, the Public Authority shall reimburse UDW for an amount equal to certain expenses that UDW incurred to retain the use of five (5) Union Stewards, or designees, during MOU negotiations or in preparation for MOU negotiations. To obtain reimbursement, UDW shall bill the Public Authority on a monthly basis for an amount equal to the base hourly wage of the providers multiplied by the number of hours that the identified Union Stewards assisted in MOU negotiations or preparations, not to exceed fifty (50) total hours in any month for all Union Stewards, or designees, combined. UDW shall seek reimbursement only for Union Steward hours which are directly related to

6/25/2025

MOU negotiations or preparation for such negotiations, and only for hours which fall between the period beginning ninety (90) days prior to expiration of the existing MOU and ending with the Board of Supervisor's ratification of the MOU. Nothing in this section shall be interpreted to mean that Union Stewards are Public Authority or County employees or providing services to the Public Authority or County during the hours described in this paragraph.

4. Article 11. Supplies

Agree. Public Authority fund supplies up to \$30,000 per fiscal year during the term of this MOU. (Increase of \$20,000).

Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall purchase Personal Protective Equipment (PPE) that is reimbursable by the State. The Public Authority shall fund supplies up to \$30,000 per fiscal year during the term of this MOU. The parties shall work collaboratively at the LMC meetings to determine what supplies are needed, where they will be stored and who will distribute them.

5. Transportation – New Article

- a. Effective upon Union Ratification, County Board of Supervisors and State approval, the Public Authority shall provide to UDW up to \$20,000 in transportation vouchers in the form of bus passes for distribution to Providers for the term of this contract only and shall sunset on the expiration of this MOU on June 30, 2026.
- b. The Public Authority and UDW agree to establish a working group during the term of this contract only, to discuss existing opportunities for discounted transportation passes available to Providers and new opportunities for discounted transportation passes.

6. Identification – New Article

The Public Authority and UDW agree to establish a working group during the term of this contract to discuss ideas for Providers to identify themselves.

7. Miscellaneous

All other MOU language remains status quo.

The signatures below indicate the parties have reached a tentative agreement on the foregoing subjects. This is an abbreviated version of the tentative agreement agreed to by the parties. This document does not and is not intended to set out the tentative agreements agreed upon in their entirety and does not

6/25/2025

supersede previously agreed-upon tentative agreements. Final agreement is dependent upon drafting of specific contract language and ratification by UDWA and adoption by the County's Board of Supervisors and State of California.

FOR THE UNITED DOMESTIC
WORKERS OF AMERICA



Yesenia Decasaus Date
Chief Negotiator, UDWA June 25, 2025

FOR THE COUNTY OF ORANGE



Gabriel Bowne Date
Chief Negotiator, County of Orange 6/25/25



Revision to ASR and/or Attachments

Date: August 8, 2025
To: Clerk of the Board of Supervisors
CC: County Executive Office *Maguire*
From: James C. Harman, Chief Assistant County Counsel
Re: ASR Control #: N/A, Meeting Date 8/12/2025, Item No. # S561
Subject: Approve County Ticket Distribution Policy

Digitally signed by Michelle Aguirre
Date: 2025.08.08 13:00:22 -07'00'
DocuSigned by: [Signature]
00514730F26D481...

Explanation:

Correct typographical error in Attachment A.

Revised Recommended Action(s)

Make modifications to the:

Subject Background Information Summary Financial Impact

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

Replace "Section 6" with "Section 4" in Attachment A, Section 2(B)(5).

RECEIVED
2025 AUG -8 PM 1:17
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

**County Policy**

Subject:	County Ticket Distribution Policy
Authority:	Board of Supervisors
Policy Owner:	County Executive Office
Approval Date:	8/12/2025
Revision Date(s)	N/A
Version No.:	1.0

A. Policy

This policy is adopted pursuant to FPPC Regulations Section 18944.1 as the written ticket distribution policy for the County of Orange (County) that governs the distribution and disclosure of complimentary tickets or passes. Any distribution of a ticket under this regulation to, or at the behest of, a County official must be made pursuant to this policy.

B. Purpose

The purpose of this policy is to provide a uniform policy for the County in distributing and disclosing tickets provided to the County consistent with the Political Reform Act and FPPC regulations implementing the act.

C. Authority

Government Code Section 81000, et seq. (the Political Reform Act) and FPPC Regulations Sections 18940 and 18944.1.

D. Scope

This policy applies to all County departments, including Board of Supervisors' (Board) offices. It also applies to County officers, commissioners, consultants, Department Heads and employees of the County who are obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under to the Political Reform Act.

E. Responsibilities

Each department and Board office is responsible for implementation and compliance with the policy. The County Executive Office will maintain the policy in coordination with County Counsel.

**County Policy****F. Definitions**

Unless otherwise expressly defined in this policy, words and terms used herein shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 and the related regulations of the Fair Political Practices Commission.

Term	Definition
County official	An elected County officer, Board member, commissioner, consultant, officer, Department Head, or employee of the County, who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) pursuant to the Political Reform Act
County venue	Any facility owned, controlled, or operated by the County
FPPC	California Fair Political Practices Commission
FPPC Regulations	The regulations of the California Fair Political Practices Commission as codified in Title 2, Division 6 of the California Code of Regulations
Immediate family	Spouse or dependent children as defined in FPPC Regulations Section 18943
Ticket	Anything, including a pass, that provides access, entry, or admission to a specific future event or function, or a series of future events or functions, and for which similar tickets are sold to the public to view, listen to, or otherwise take advantage of the attraction or activity for which the ticket is sold and includes any benefits that the ticket provides
Ticket Administrator	The official within a County department or Board office assigned the responsibility to coordinate the behesting and/or distribution of tickets and complete the disclosures required by this policy, on behalf of the department or Board office

G. Procedure**Section 1. Application**

A ticket provided to a County official by the County is not a gift under the Political Reform Act, in any of the following scenarios:

- A. The ticket is taxable income to the official.
- B. The County official reimburses the County for the fair market value of the ticket within 30 days of receipt in compliance with FPPC Regulations Section 18941, subdivision (c).
- C. The ticket is distributed in accordance with this policy and all of the following apply.
 1. The distribution of the ticket to, or at the behest of, the County official is for one or more of the following public purposes:
 - a. To obtain oversight of facilities or events that have received County funding or support.

**County Policy**

- b. To review facilities or events that may require County funding or support in the near future, or to gather information about the operation of a facility similar to one presently or potentially operated by the County.
- c. To promote tourism or foster economic or business development on behalf of the County or in support of the County's Strategic Financial Plan.
- d. To evaluate the ability of a facility, its operator, or a local sports team to attract business and contribute to the local economy.
- e. To review the ability of a facility or its operator to participate in the County's job creation goals or job training programs.
- f. To evaluate the contribution of a facility or an event to the County's goals for fostering arts, culture, and entertainment opportunities for County residents.
- g. To promote, encourage, reward, or support general employee morale, retention, exemplary service, or staff development. Such distribution shall be made for the employee's personal use, meaning use by the employee, the employee's immediate family, or no more than one guest.
- h. To reward a community volunteer for service to the public.
- i. To promote County-run, sponsored, or supported community events, activities, or programs.
- j. To promote attendance at events held at a County facility in order to maximize potential County revenue from parking and concession sales.
- k. To reward a school or nonprofit organization for its contributions to the community.
- l. To promote County resources or facilities available to County of Orange residents.
- m. To provide opportunities to those who are receiving services from County agencies, consistent with the department's goals for the particular population (e.g., for use by juvenile wards in the custody of the Chief Probation Officer or by clients receiving mental health services and seniors receiving services from the Health Care Services Agency).
- n. To promote health, motivate, and provide expanded opportunities to vulnerable populations in the County such as the disabled, underprivileged, seniors and youth in foster care.
- o. To promote intergovernmental relations and cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members, and their guests.
- p. To promote special events under any County contract or agreement, including but not limited to sport and athletic events.
- q. To promote, support or show appreciation for programs or services rendered by charitable and non-profit organizations benefiting County residents or County schools.
- r. To promote County recognition, visibility, or profile on a local, state, national, or worldwide scale.
- s. To encourage County of Orange residents and business support for attendance at local events.

**County Policy**

- t. To encourage or reward significant academic, artistic, public service, or athletic achievements by County of Orange students, residents, businesses, or employees.
- u. To facilitate the attendance of a County official at an event where the job duties of the County official require or support an official's attendance at the event.
2. A Ticket Administrator distributes the ticket to the County official for the official's use, for use by members of the official's immediate family, or for use by no more than one guest.
3. The County, in its sole discretion, determines who will receive the ticket and does not distribute a disproportionate number of the available tickets to an elected County officer, the County Executive Officer, appointed board and commission members, or Department Heads.
4. An outside source has not earmarked the ticket for a specific County official.
5. The distribution of the ticket is disclosed in accordance with Section 4.

Section 2. General Provisions.

- A. This policy governs the distribution of complimentary tickets received by the County that are either:
 1. Gratuitously provided to the County by an outside source.
 2. Acquired by the County by purchase for fair value.
 3. Acquired by the County as consideration pursuant to the terms of a contract for the use of a County venue.
 4. Acquired and distributed by the County in any other manner.
- B. This policy does not apply to:
 1. Any other item of value that does not meet the definition of "ticket" provided to the County or any County official.
 2. Tickets provided to County officials directly by sources other than the County.
 3. A ticket received by a County official from the County where both the County official and the County treat and report the value of the ticket as taxable income consistent with applicable state and federal income tax laws.
 4. A ticket if the official reimburses the County for the fair market value of the ticket within 30 days of receipt.
 5. A ticket provided to an official and one guest of the official for admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose at which the official performs a ceremonial role on behalf of the official's agency, as defined in FPPC Regulations Section 18942.3, provided the use is disclosed and posted in compliance with Section 4, below. Any official who attends the event as part of the person's job duties to assist the official who is performing the ceremonial role has not received a gift or income by attending the event.
- C. The receipt or use of a ticket under this policy is a privilege extended by the County and is not the right of any person to whom the privilege is extended.
- D. Tickets distributed to a County official pursuant to this policy shall not be transferred to any other person, except to members of such County official's immediate family or no more than one guest solely for their attendance at the event. If a County official transfers a ticket received

**County Policy**

from the County to another person (except as otherwise provided herein), as opposed to returning the ticket to the County for redistribution, then the value of the ticket transferred shall constitute a gift to the County official and shall be reportable as provided by the regulations of the FPPC.

- E. A benefit that a County official receives from a ticket may be a gift to the official if the benefit is not provided to all members of the public with the same class of ticket.
- F. The County may distribute an unlimited number of tickets to non-County entities and to individuals who are not County officials, including County employees and volunteers who are not County "officials." All tickets that the County distributes must comply with this policy and be disclosed pursuant to Section 4.
- G. The disproportionate use of tickets by a member of the Board of Supervisors, County Executive Office, Board appointees, or Department Heads of the County is prohibited.

Section 3. Ticket Administrator

- A. The County, in its sole discretion, determines who will receive the ticket. If a ticket is earmarked by an outside source for use by a specific agency official, it will not fall within the gift exemption.
- B. The County Executive Officer, or his or her designee, shall maintain a list of all Ticket Administrators in the County and may issue guidelines from time to time to facilitate the County's compliance with this policy.
- C. All County departments and Board offices that receive, behest or distribute tickets shall designate a "Ticket Administrator" to oversee compliance with this policy, and shall inform the County Executive Officer, or his or her designee, if the designated Ticket Administrator changes.
- D. Ticket Administrator may not distribute tickets to themselves or to members of their Immediate Family.

Section 4. Disclosure

- A. The Ticket Administrator shall disclose the distribution of tickets in accordance with FPPC Regulations Section 18944.1, subdivision (d), on a form provided by the Fair Political Practices Commission (currently, Form 802) within 45 calendar days of the distribution of a ticket (or within such other interval as guidelines issued by the County Executive Officer, or the County Executive Officer's designee may state) prepare and certify a Form 802. The form shall be forwarded to the Clerk of the Board to be posted to the County's website and the website link that displays the form shall be sent to the FPPC via e-mail, so that the FPPC may post the website link. The Ticket Administrator shall file amendments to the form within 10 days after the issue that necessitates that any amendment occur.
- B. The following information shall be reported on such form:
 - 1. The name of the official receiving the ticket. If the ticket is distributed to a department or other unit of the County, and not used by a member of a governing body, the County Executive Officer, board, or commission member, or elected or appointed Department Head, the County may report the name of the department or other unit of the County receiving the ticket, and the number of tickets provided to the department or unit, in lieu of reporting the name of the individual employee. For those officials listed above, the name of the official receiving the ticket must be disclosed.

**County Policy**

2. A description of the event.
 3. The date of the event.
 4. The fair value of the ticket as that term is defined in FPPC Regulations Section 18946, subdivision (d)(1).
 5. The number of tickets provided to each person.
 6. If the ticket is behested, the name of the individual who behested the ticket.
 7. If the ticket was transferred to a member of the official's immediate family or one guest, the relationship of the transferee.
 8. A description of the public purpose under which the distribution was made.
 9. A written inspection report of findings and recommendations by the official receiving the ticket if received for the oversight or inspection of facilities. A copy of the report shall be maintained with the completed Form 802.
- C. The Ticket Administrator shall maintain the original form as a public record as set forth in Government Code Section 81008.
- D. This policy shall be posted on the Clerk of the Board's website within 30 days of adoption and a link to such website shall be forwarded to the FPPC for posting on the FPPC's website.

Section 5. Legal Advice

This policy is not a substitute for legal advice. Only the FPPC can provide immunity from prosecution for the legal advice that it offers. Please consult the County Counsel with questions about reporting, disclosure, and disqualification requirements regarding tickets and the County Counsel will provide advice and assistance with obtaining advice from the FPPC when requested.

H. References

#	Title/URL
1	FPPC Regulations Section 18944.1 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/LegalDiv/Regulations/Index/Chapter9-5/18944.1.GiftsAgency-Provided-Tickets-or-Passes.pdf)
2	FPPC Form 802 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Agency%20Reports/802.pdf)

**County Policy**

Subject:	County Ticket Distribution Policy
Authority:	Board of Supervisors
Policy Owner:	County Executive Office
Approval Date:	8/12/2025
Revision Date(s)	N/A
Version No.:	1.0

A. Policy

This policy is adopted pursuant to FPPC Regulations Section 18944.1 as the written ticket distribution policy for the County of Orange (County) that governs the distribution and disclosure of complimentary tickets or passes. Any distribution of a ticket under this regulation to, or at the behest of, a County official must be made pursuant to this policy.

B. Purpose

The purpose of this policy is to provide a uniform policy for the County in distributing and disclosing tickets provided to the County consistent with the Political Reform Act and FPPC regulations implementing the act.

C. Authority

Government Code Section 81000, et seq. (the Political Reform Act) and FPPC Regulations Sections 18940 and 18944.1.

D. Scope

This policy applies to all County departments, including Board of Supervisors' (Board) offices. It also applies to County officers, commissioners, consultants, Department Heads and employees of the County who are obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under to the Political Reform Act.

E. Responsibilities

Each department and Board office is responsible for implementation and compliance with the policy. The County Executive Office will maintain the policy in coordination with County Counsel.

**County Policy****F. Definitions**

Unless otherwise expressly defined in this policy, words and terms used herein shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 and the related regulations of the Fair Political Practices Commission.

Term	Definition
County official	An elected County officer, Board member, commissioner, consultant, officer, Department Head, or employee of the County, who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) pursuant to the Political Reform Act
County venue	Any facility owned, controlled, or operated by the County
FPPC	California Fair Political Practices Commission
FPPC Regulations	The regulations of the California Fair Political Practices Commission as codified in Title 2, Division 6 of the California Code of Regulations
Immediate family	Spouse or dependent children as defined in FPPC Regulations Section 18943
Ticket	Anything, including a pass, that provides access, entry, or admission to a specific future event or function, or a series of future events or functions, and for which similar tickets are sold to the public to view, listen to, or otherwise take advantage of the attraction or activity for which the ticket is sold and includes any benefits that the ticket provides
Ticket Administrator	The official within a County department or Board office assigned the responsibility to coordinate the behesting and/or distribution of tickets and complete the disclosures required by this policy, on behalf of the department or Board office

G. Procedure**Section 1. Application**

A ticket provided to a County official by the County is not a gift under the Political Reform Act, in any of the following scenarios:

- A. The ticket is taxable income to the official.
- B. The County official reimburses the County for the fair market value of the ticket within 30 days of receipt in compliance with FPPC Regulations Section 18941, subdivision (c).
- C. The ticket is distributed in accordance with this policy and all of the following apply.
 1. The distribution of the ticket to, or at the behest of, the County official is for one or more of the following public purposes:
 - a. To obtain oversight of facilities or events that have received County funding or support.

**County Policy**

- b. To review facilities or events that may require County funding or support in the near future, or to gather information about the operation of a facility similar to one presently or potentially operated by the County.
- c. To promote tourism or foster economic or business development on behalf of the County or in support of the County's Strategic Financial Plan.
- d. To evaluate the ability of a facility, its operator, or a local sports team to attract business and contribute to the local economy.
- e. To review the ability of a facility or its operator to participate in the County's job creation goals or job training programs.
- f. To evaluate the contribution of a facility or an event to the County's goals for fostering arts, culture, and entertainment opportunities for County residents.
- g. To promote, encourage, reward, or support general employee morale, retention, exemplary service, or staff development. Such distribution shall be made for the employee's personal use, meaning use by the employee, the employee's immediate family, or no more than one guest.
- h. To reward a community volunteer for service to the public.
- i. To promote County-run, sponsored, or supported community events, activities, or programs.
- j. To promote attendance at events held at a County facility in order to maximize potential County revenue from parking and concession sales.
- k. To reward a school or nonprofit organization for its contributions to the community.
- l. To promote County resources or facilities available to County of Orange residents.
- m. To provide opportunities to those who are receiving services from County agencies, consistent with the department's goals for the particular population (e.g., for use by juvenile wards in the custody of the Chief Probation Officer or by clients receiving mental health services and seniors receiving services from the Health Care Services Agency).
- n. To promote health, motivate, and provide expanded opportunities to vulnerable populations in the County such as the disabled, underprivileged, seniors and youth in foster care.
- o. To promote intergovernmental relations and cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members, and their guests.
- p. To promote special events under any County contract or agreement, including but not limited to sport and athletic events.
- q. To promote, support or show appreciation for programs or services rendered by charitable and non-profit organizations benefiting County residents or County schools.
- r. To promote County recognition, visibility, or profile on a local, state, national, or worldwide scale.
- s. To encourage County of Orange residents and business support for attendance at local events.

**County Policy**

- t. To encourage or reward significant academic, artistic, public service, or athletic achievements by County of Orange students, residents, businesses, or employees.
- u. To facilitate the attendance of a County official at an event where the job duties of the County official require or support an official's attendance at the event.
2. A Ticket Administrator distributes the ticket to the County official for the official's use, for use by members of the official's immediate family, or for use by no more than one guest.
3. The County, in its sole discretion, determines who will receive the ticket and does not distribute a disproportionate number of the available tickets to an elected County officer, the County Executive Officer, appointed board and commission members, or Department Heads.
4. An outside source has not earmarked the ticket for a specific County official.
5. The distribution of the ticket is disclosed in accordance with Section 4.

Section 2. General Provisions.

- A. This policy governs the distribution of complimentary tickets received by the County that are either:
 1. Gratuitously provided to the County by an outside source.
 2. Acquired by the County by purchase for fair value.
 3. Acquired by the County as consideration pursuant to the terms of a contract for the use of a County venue.
 4. Acquired and distributed by the County in any other manner.
- B. This policy does not apply to:
 1. Any other item of value that does not meet the definition of "ticket" provided to the County or any County official.
 2. Tickets provided to County officials directly by sources other than the County.
 3. A ticket received by a County official from the County where both the County official and the County treat and report the value of the ticket as taxable income consistent with applicable state and federal income tax laws.
 4. A ticket if the official reimburses the County for the fair market value of the ticket within 30 days of receipt.
 5. A ticket provided to an official and one guest of the official for admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose at which the official performs a ceremonial role on behalf of the official's agency, as defined in FPPC Regulations Section 18942.3, provided the use is disclosed and posted in compliance with ~~Section 6~~, below. Any official who attends the event as part of the person's job duties to assist the official who is performing the ceremonial role has not received a gift or income by attending the event.
- C. The receipt or use of a ticket under this policy is a privilege extended by the County and is not the right of any person to whom the privilege is extended.
- D. Tickets distributed to a County official pursuant to this policy shall not be transferred to any other person, except to members of such County official's immediate family or no more than one guest solely for their attendance at the event. If a County official transfers a ticket received

**County Policy**

from the County to another person (except as otherwise provided herein), as opposed to returning the ticket to the County for redistribution, then the value of the ticket transferred shall constitute a gift to the County official and shall be reportable as provided by the regulations of the FPPC.

- E. A benefit that a County official receives from a ticket may be a gift to the official if the benefit is not provided to all members of the public with the same class of ticket.
- F. The County may distribute an unlimited number of tickets to non-County entities and to individuals who are not County officials, including County employees and volunteers who are not County "officials." All tickets that the County distributes must comply with this policy and be disclosed pursuant to Section 4.
- G. The disproportionate use of tickets by a member of the Board of Supervisors, County Executive Office, Board appointees, or Department Heads of the County is prohibited.

Section 3. Ticket Administrator

- A. The County, in its sole discretion, determines who will receive the ticket. If a ticket is earmarked by an outside source for use by a specific agency official, it will not fall within the gift exemption.
- B. The County Executive Officer, or his or her designee, shall maintain a list of all Ticket Administrators in the County and may issue guidelines from time to time to facilitate the County's compliance with this policy.
- C. All County departments and Board offices that receive, behest or distribute tickets shall designate a "Ticket Administrator" to oversee compliance with this policy, and shall inform the County Executive Officer, or his or her designee, if the designated Ticket Administrator changes.
- D. Ticket Administrator may not distribute tickets to themselves or to members of their Immediate Family.

Section 4. Disclosure

- A. The Ticket Administrator shall disclose the distribution of tickets in accordance with FPPC Regulations Section 18944.1, subdivision (d), on a form provided by the Fair Political Practices Commission (currently, Form 802) within 45 calendar days of the distribution of a ticket (or within such other interval as guidelines issued by the County Executive Officer, or the County Executive Officer's designee may state) prepare and certify a Form 802. The form shall be forwarded to the Clerk of the Board to be posted to the County's website and the website link that displays the form shall be sent to the FPPC via e-mail, so that the FPPC may post the website link. The Ticket Administrator shall file amendments to the form within 10 days after the issue that necessitates that any amendment occur.
- B. The following information shall be reported on such form:
 - 1. The name of the official receiving the ticket. If the ticket is distributed to a department or other unit of the County, and not used by a member of a governing body, the County Executive Officer, board, or commission member, or elected or appointed Department Head, the County may report the name of the department or other unit of the County receiving the ticket, and the number of tickets provided to the department or unit, in lieu of reporting the name of the individual employee. For those officials listed above, the name of the official receiving the ticket must be disclosed.

**County Policy**

2. A description of the event.
 3. The date of the event.
 4. The fair value of the ticket as that term is defined in FPPC Regulations Section 18946, subdivision (d)(1).
 5. The number of tickets provided to each person.
 6. If the ticket is behested, the name of the individual who behested the ticket.
 7. If the ticket was transferred to a member of the official's immediate family or one guest, the relationship of the transferee.
 8. A description of the public purpose under which the distribution was made.
 9. A written inspection report of findings and recommendations by the official receiving the ticket if received for the oversight or inspection of facilities. A copy of the report shall be maintained with the completed Form 802.
- C. The Ticket Administrator shall maintain the original form as a public record as set forth in Government Code Section 81008.
- D. This policy shall be posted on the Clerk of the Board's website within 30 days of adoption and a link to such website shall be forwarded to the FPPC for posting on the FPPC's website.

Section 5. Legal Advice

This policy is not a substitute for legal advice. Only the FPPC can provide immunity from prosecution for the legal advice that it offers. Please consult the County Counsel with questions about reporting, disclosure, and disqualification requirements regarding tickets and the County Counsel will provide advice and assistance with obtaining advice from the FPPC when requested.

H. References

#	Title/URL
1	FPPC Regulations Section 18944.1 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/LegalDiv/Regulations/Index/Chapter9-5/18944.1.GiftsAgency-Provided-Tickets-or-Passes.pdf)
2	FPPC Form 802 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Agency%20Reports/802.pdf)



County Executive Office

Memorandum

August 6, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer *MAguirre*

Subject: Supplemental Request According to Board Rule 21

Digitally signed by
Michelle Aguirre
Date: 2025.08.06
11:01:20 -07'00'

RECEIVED
2025 JUN -7 AM 10:34
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

556I

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025, Board Hearing.

Agency: County Counsel
Subject: Approve County Ticket Distribution Policy
Districts: All Districts

Reason Item is Supplemental: This item is a supplemental item to allow the Board to consider approving a County Ticket Distribution Policy. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item should be heard on August 12, 2025, to allow the Board to adopt the policy as soon as possible.

Concur: *Doug Chaffee*
Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

RECEIVED
2025 AUG -7 AM 10:34
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
Doug Chapin

MEETING DATE: 08/12/25
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Counsel
DEPARTMENT HEAD REVIEW: *Leon Page*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Leon J. Page (714) 834-3300
James C. Harman (714) 834-5257

SUBJECT: Approve County Ticket Distribution Policy

CEO CONCUR Digitally signed by <i>Michelle Aguirre</i> Date: 2025.08.06 11:01:52 -07'00' <hr/> CEO Signature	COUNTY COUNSEL REVIEW Approved as to Form <hr/> <i>Action</i> <hr/> County Counsel Signature	CLERK OF THE BOARD Discussion 3 Votes Board Majority
--	--	---

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

Staffing Impact: N/A **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** N/A

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve the proposed County Ticket Distribution Policy and authorize the County Executive Office to make immaterial changes to the County Ticket Distribution Policy as necessary.

SUMMARY:

Approval of the County Ticket Distribution Policy will allow for tickets and passes provided to the County to be distributed to officials and employees consistent with Fair Political Practices Commission regulations.

BACKGROUND INFORMATION:

Occasionally, organizations offer the County tickets and passes to various facilities and events. The Fair Political Practices Commission (FPPC), under its Regulation 18944.1 (Attachment B), provides a mechanism for public agencies to receive and distribute tickets and passes for public purposes consistent with the Political Reform Act. The regulation requires the adoption of a ticket distribution policy.

The attached proposed County Ticket Distribution Policy meets the requirements of Regulation 18944.1. It identifies the public purposes for which tickets may be distributed and requires the distribution of such tickets accomplish those purposes. Moreover, it prohibits the transfer of tickets except as allowed under Regulation 18944.1. It also prohibits the distribution of a disproportionate number of tickets to an elected County officer, the County Executive Officer, appointed board and commission members, or department heads.

Under the policy, tickets will be distributed by a ticket administrators as designated by each department. Ticket distributions will be reported as required under Regulation 18944.1. Upon Board approval of the policy, County Counsel and the County Executive Office will be working with departments on policy implementation and training.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – County Ticket Distribution Policy
Attachment B – Regulation 18944.1



Subject:	County Ticket Distribution Policy
Authority:	Board of Supervisors
Policy Owner:	County Executive Office
Approval Date:	8/12/2025
Revision Date(s)	N/A
Version No.:	1.0

A. Policy

This policy is adopted pursuant to FPPC Regulations Section 18944.1 as the written ticket distribution policy for the County of Orange (County) that governs the distribution and disclosure of complimentary tickets or passes. Any distribution of a ticket under this regulation to, or at the behest of, a County official must be made pursuant to this policy.

B. Purpose

The purpose of this policy is to provide a uniform policy for the County in distributing and disclosing tickets provided to the County consistent with the Political Reform Act and FPPC regulations implementing the act.

C. Authority

Government Code Section 81000, et seq. (the Political Reform Act) and FPPC Regulations Sections 18940 and 18944.1.

D. Scope

This policy applies to all County departments, including Board of Supervisors' (Board) offices. It also applies to County officers, commissioners, consultants, Department Heads and employees of the County who are obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under to the Political Reform Act.

E. Responsibilities

Each department and Board office is responsible for implementation and compliance with the policy. The County Executive Office will maintain the policy in coordination with County Counsel.



F. Definitions

Unless otherwise expressly defined in this policy, words and terms used herein shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 and the related regulations of the Fair Political Practices Commission.

Term	Definition
County official	An elected County officer, Board member, commissioner, consultant, officer, Department Head, or employee of the County, who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) pursuant to the Political Reform Act
County venue	Any facility owned, controlled, or operated by the County
FPPC	California Fair Political Practices Commission
FPPC Regulations	The regulations of the California Fair Political Practices Commission as codified in Title 2, Division 6 of the California Code of Regulations
Immediate family	Spouse or dependent children as defined in FPPC Regulations Section 18943
Ticket	Anything, including a pass, that provides access, entry, or admission to a specific future event or function, or a series of future events or functions, and for which similar tickets are sold to the public to view, listen to, or otherwise take advantage of the attraction or activity for which the ticket is sold and includes any benefits that the ticket provides
Ticket Administrator	The official within a County department or Board office assigned the responsibility to coordinate the behesting and/or distribution of tickets and complete the disclosures required by this policy, on behalf of the department or Board office

G. Procedure

Section 1. Application

A ticket provided to a County official by the County is not a gift under the Political Reform Act, in any of the following scenarios:

- A. The ticket is taxable income to the official.
- B. The County official reimburses the County for the fair market value of the ticket within 30 days of receipt in compliance with FPPC Regulations Section 18941, subdivision (c).
- C. The ticket is distributed in accordance with this policy and all of the following apply.
 1. The distribution of the ticket to, or at the behest of, the County official is for one or more of the following public purposes:
 - a. To obtain oversight of facilities or events that have received County funding or support.



County Policy

- b. To review facilities or events that may require County funding or support in the near future, or to gather information about the operation of a facility similar to one presently or potentially operated by the County.
- c. To promote tourism or foster economic or business development on behalf of the County or in support of the County's Strategic Financial Plan.
- d. To evaluate the ability of a facility, its operator, or a local sports team to attract business and contribute to the local economy.
- e. To review the ability of a facility or its operator to participate in the County's job creation goals or job training programs.
- f. To evaluate the contribution of a facility or an event to the County's goals for fostering arts, culture, and entertainment opportunities for County residents.
- g. To promote, encourage, reward, or support general employee morale, retention, exemplary service, or staff development. Such distribution shall be made for the employee's personal use, meaning use by the employee, the employee's immediate family, or no more than one guest.
- h. To reward a community volunteer for service to the public.
- i. To promote County-run, sponsored, or supported community events, activities, or programs.
- j. To promote attendance at events held at a County facility in order to maximize potential County revenue from parking and concession sales.
- k. To reward a school or nonprofit organization for its contributions to the community.
- l. To promote County resources or facilities available to County of Orange residents.
- m. To provide opportunities to those who are receiving services from County agencies, consistent with the department's goals for the particular population (e.g., for use by juvenile wards in the custody of the Chief Probation Officer or by clients receiving mental health services and seniors receiving services from the Health Care Services Agency).
- n. To promote health, motivate, and provide expanded opportunities to vulnerable populations in the County such as the disabled, underprivileged, seniors and youth in foster care.
- o. To promote intergovernmental relations and cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members, and their guests.
- p. To promote special events under any County contract or agreement, including but not limited to sport and athletic events.
- q. To promote, support or show appreciation for programs or services rendered by charitable and non-profit organizations benefiting County residents or County schools.
- r. To promote County recognition, visibility, or profile on a local, state, national, or worldwide scale.
- s. To encourage County of Orange residents and business support for attendance at local events.



- t. To encourage or reward significant academic, artistic, public service, or athletic achievements by County of Orange students, residents, businesses, or employees.
- u. To facilitate the attendance of a County official at an event where the job duties of the County official require or support an official's attendance at the event.
2. A Ticket Administrator distributes the ticket to the County official for the official's use, for use by members of the official's immediate family, or for use by no more than one guest.
3. The County, in its sole discretion, determines who will receive the ticket and does not distribute a disproportionate number of the available tickets to an elected County officer, the County Executive Officer, appointed board and commission members, or Department Heads.
4. An outside source has not earmarked the ticket for a specific County official.
5. The distribution of the ticket is disclosed in accordance with Section 4.

Section 2. General Provisions.

- A. This policy governs the distribution of complimentary tickets received by the County that are either:
 1. Gratuitously provided to the County by an outside source.
 2. Acquired by the County by purchase for fair value.
 3. Acquired by the County as consideration pursuant to the terms of a contract for the use of a County venue.
 4. Acquired and distributed by the County in any other manner.
- B. This policy does not apply to:
 1. Any other item of value that does not meet the definition of "ticket" provided to the County or any County official.
 2. Tickets provided to County officials directly by sources other than the County.
 3. A ticket received by a County official from the County where both the County official and the County treat and report the value of the ticket as taxable income consistent with applicable state and federal income tax laws.
 4. A ticket if the official reimburses the County for the fair market value of the ticket within 30 days of receipt.
 5. A ticket provided to an official and one guest of the official for admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose at which the official performs a ceremonial role on behalf of the official's agency, as defined in FPPC Regulations Section 18942.3, provided the use is disclosed and posted in compliance with Section 6, below. Any official who attends the event as part of the person's job duties to assist the official who is performing the ceremonial role has not received a gift or income by attending the event.
- C. The receipt or use of a ticket under this policy is a privilege extended by the County and is not the right of any person to whom the privilege is extended.
- D. Tickets distributed to a County official pursuant to this policy shall not be transferred to any other person, except to members of such County official's immediate family or no more than one guest solely for their attendance at the event. If a County official transfers a ticket received



from the County to another person (except as otherwise provided herein), as opposed to returning the ticket to the County for redistribution, then the value of the ticket transferred shall constitute a gift to the County official and shall be reportable as provided by the regulations of the FPPC.

- E. A benefit that a County official receives from a ticket may be a gift to the official if the benefit is not provided to all members of the public with the same class of ticket.
- F. The County may distribute an unlimited number of tickets to non-County entities and to individuals who are not County officials, including County employees and volunteers who are not County "officials." All tickets that the County distributes must comply with this policy and be disclosed pursuant to Section 4.
- G. The disproportionate use of tickets by a member of the Board of Supervisors, County Executive Office, Board appointees, or Department Heads of the County is prohibited.

Section 3. Ticket Administrator

- A. The County, in its sole discretion, determines who will receive the ticket. If a ticket is earmarked by an outside source for use by a specific agency official, it will not fall within the gift exemption.
- B. The County Executive Officer, or his or her designee, shall maintain a list of all Ticket Administrators in the County and may issue guidelines from time to time to facilitate the County's compliance with this policy.
- C. All County departments and Board offices that receive, behest or distribute tickets shall designate a "Ticket Administrator" to oversee compliance with this policy, and shall inform the County Executive Officer, or his or her designee, if the designated Ticket Administrator changes.
- D. Ticket Administrator may not distribute tickets to themselves or to members of their Immediate Family.

Section 4. Disclosure

- A. The Ticket Administrator shall disclose the distribution of tickets in accordance with FPPC Regulations Section 18944.1, subdivision (d), on a form provided by the Fair Political Practices Commission (currently, Form 802) within 45 calendar days of the distribution of a ticket (or within such other interval as guidelines issued by the County Executive Officer, or the County Executive Officer's designee may state) prepare and certify a Form 802. The form shall be forwarded to the Clerk of the Board to be posted to the County's website and the website link that displays the form shall be sent to the FPPC via e-mail, so that the FPPC may post the website link. The Ticket Administrator shall file amendments to the form within 10 days after the issue that necessitates that any amendment occur.
- B. The following information shall be reported on such form:
 - 1. The name of the official receiving the ticket. If the ticket is distributed to a department or other unit of the County, and not used by a member of a governing body, the County Executive Officer, board, or commission member, or elected or appointed Department Head, the County may report the name of the department or other unit of the County receiving the ticket, and the number of tickets provided to the department or unit, in lieu of reporting the name of the individual employee. For those officials listed above, the name of the official receiving the ticket must be disclosed.



2. A description of the event.
 3. The date of the event.
 4. The fair value of the ticket as that term is defined in FPPC Regulations Section 18946, subdivision (d)(1).
 5. The number of tickets provided to each person.
 6. If the ticket is behested, the name of the individual who behested the ticket.
 7. If the ticket was transferred to a member of the official's immediate family or one guest, the relationship of the transferee.
 8. A description of the public purpose under which the distribution was made.
 9. A written inspection report of findings and recommendations by the official receiving the ticket if received for the oversight or inspection of facilities. A copy of the report shall be maintained with the completed Form 802.
- C. The Ticket Administrator shall maintain the original form as a public record as set forth in Government Code Section 81008.
- D. This policy shall be posted on the Clerk of the Board's website within 30 days of adoption and a link to such website shall be forwarded to the FPPC for posting on the FPPC's website.

Section 5. Legal Advice

This policy is not a substitute for legal advice. Only the FPPC can provide immunity from prosecution for the legal advice that it offers. Please consult the County Counsel with questions about reporting, disclosure, and disqualification requirements regarding tickets and the County Counsel will provide advice and assistance with obtaining advice from the FPPC when requested.

H. References

#	Title/URL
1	FPPC Regulations Section 18944.1 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/LegalDiv/Regulations/Index/Chapter9-5/18944.1.GiftsAgency-Provided-Tickets-or-Passes.pdf)
2	FPPC Form 802 (https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Agency%20Reports/802.pdf)

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18944.1. Gifts: Agency Provided Tickets or Passes.

(a) Gift Exemption. A ticket or pass provided to an official by the official's agency and distributed and used in accordance with a policy adopted by the agency is not a gift under the Political Reform Act if all of the following criteria are met:

(1) The distribution of the ticket or pass by the agency is made in accordance with a policy adopted by the agency that incorporates all of the provisions of subdivision (b) and is maintained as a public record as required in subdivision (c).

(2) The distribution of the ticket or pass is reported pursuant to subdivision (d).

(3) The ticket or pass is not earmarked by an outside source for use by a specific agency official.

(4) The agency determines, in its sole discretion, who uses the ticket or pass.

(b) Agency Ticket/Pass Distribution Policy. Any distribution of a ticket or pass under this regulation to, or at the behest of, an agency official must be made pursuant to a written agency ticket distribution policy, duly adopted by the legislative or governing body of the agency or, if none, the agency head that contains, at a minimum, all of the following:

(1) A provision setting forth the public purposes of the agency for which tickets or passes may be distributed.

(2) A provision requiring that the distribution of any ticket or pass to, or at the behest of, an agency official accomplishes a stated public purpose of the agency.

(3) A provision prohibiting the transfer of any ticket received by an agency official pursuant to the distribution policy except to members of the official's immediate family or no more than one guest solely for their attendance at the event.

(4) A provision prohibiting the disproportionate use of tickets or passes by a member of the governing body, chief administrative officer of the agency, political appointee, or department head.

(c) Public Record. The policy must be maintained as a public record and is subject to inspection and copying under Section 81008. The agency must post the policy on its website within 30 days of adoption or amendment and send to the Commission by e-mail the agency's website link that displays the policy so that the Commission may post the link.

(d) Reporting. Within 45 days of distribution of a ticket or pass, the distribution must be reported on a form provided by the Commission.

(1) Except as provided in subdivision (d)(2), the information must include the following:

(A) The name of the official receiving the ticket or pass;

(B) A description of the event;

(C) The date of the event;

(D) The fair value of the ticket or pass as that term is defined in Regulation 18946, subdivision (d)(1);

(E) The number of tickets or passes provided to each person;

(F) If the ticket or pass is behested, the name of the official who behested the ticket;

(G) If the ticket was transferred to a person meeting the requirements of paragraph (b)(3), the relationship of the transferee;

(1) A written inspection report of findings and recommendations by the official receiving the ticket or pass if received for the oversight or inspection of facilities.

(2) If the ticket or pass is distributed to a department or other unit of the agency, and not used by a member of the governing body, the chief administrative officer of the agency, political appointee, or department head, the agency may report the name of the department or other unit of the agency receiving the ticket or pass and the number of tickets or passes provided to the department or unit in lieu of reporting the name of the individual employee as otherwise required in subdivision (d)(1).

(3) The forms must be maintained as public records and are subject to inspection and copying under Section 81008(a). The agency must post the form, or a summary of the information on the form, on its website and send to the Commission by e-mail the agency's website link that displays the form so that the Commission may post the website link.

(e) Public Purpose. For purposes of subdivision (b)(2), the agency determines whether the distribution of tickets or passes serves a legitimate public purpose of the agency, consistent with state law. However, a ticket or pass distributed to an official for the official's personal use, other than a member of the governing body, the chief administrative officer of the agency, political appointee, or department head, to support general employee morale, retention, or to reward public service is deemed to serve a public purpose. For purposes of this paragraph, "personal use" is limited to the official and the official's family, or no more than one guest.

(f) Application. This regulation applies solely to a ticket or pass, as those terms are defined in Regulation 18946, to an event or function provided by an agency to an official of the agency, or at the behest of an official of that agency. The provisions of this regulation apply only

to the benefits the official receives from the ticket or pass that are provided to all members of the public with the same class of ticket or pass. This regulation does not apply to the following:

(1) An admission provided to a school, college, or university district official, coach, athletic director, or employee to attend an amateur event performed by students, which are neither gifts nor income.

(2) An admission identified in Regulation 18942(a)(13) relating to an official performing a ceremonial role.

(g) Ticket or Pass Received as Income. A ticket or pass is not subject to the provisions of this regulation, and not a gift for purposes of the Act, if it is taxable income to the official.

(h) Reimbursement. A ticket or pass is not subject to the provisions of this regulation, and not a gift for purposes of the Act, if the official reimburses the agency for the ticket within 30 days of receipt.

Note: Authority cited: Section 83112, Government Code. Reference: Section 82028, Government Code.

HISTORY

1. Renumbering of former section 18726.7 to section 18944.1 with amendment of section heading filed 6-22-94; operative 6-22-94 (Register 94, No. 25).
2. Change without regulatory effect relocating section filed 11-17-94 pursuant to section 100, title 1, California Code of Regulations (Register 94, No. 46).
3. Amendment of first paragraph and subsections (a)-(b) and (d)-(e) filed 7-25-95; operative 7-25-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 30).
4. Repealer and new section filed 1-8-2009; operative 2-7-2009. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil

C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2009, No. 2).

5. Repealer of subsection (a), subsection relettering and amendment of newly designated subsections (a)(1), (a)(2)(A)(iii)-(b), (c) and (e) filed 9-27-2010; operative 10-27-2010.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2010, No. 40).

6. Amendment of section heading and section filed 1-23-2012. Pursuant to California Code of Regulations, title 2, section 18313(e), FPPC has designated an effective date of 1-1-2012.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2012, No. 4).

7. Amendment filed 1-14-2016; operative 2-13-2016, pursuant to title 2, section 18312(e) of the California Code of Regulations. Submitted to OAL for filing and printing only pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 3).

8. Amendment of section heading and repealer and new section filed 6-20-2019; operative 7-20-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2019, No. 25).

9. Amendment of subsections (a) and (e) filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).



County Executive Office

Memorandum

RECEIVED
2025 JUN -7 PM 12:59
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

August 6, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer *MAguirre*

Digitally signed
by Michelle
Aguirre
Date: 2025.08.06
13:37:20 -07'00'

Subject: Supplemental Request According to Board Rule

556J

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025 Board Hearing.

Agency: County Executive Office

Subject: Approve Human Resource Services and Office of the District Attorney Staff Reorganization

Districts: All Districts

Reason Item is Supplemental: This Agenda Staff Report was finalized after the filing deadline to the Clerk of the Board.

Justification: This agenda will allow for the reorganization of the Office of the District Attorney Human Resources division, effective August 12, 2025.

Concur: *Doug Chaffee*
Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

3. Direct County Executive Office Human Resource Services to amend the master position control, subject to final classification review, as detailed in the Staffing Impact Section.

SUMMARY:

Approval will allow for reorganization of the Office of the District Attorney Human Resources division, effective August 12, 2025, in accordance with County Administrative Procedure 0112-04 for Organizational Changes.

BACKGROUND INFORMATION:

The County Executive Office (CEO) is proposing a reorganization of the Human Resources division at the Office of the District Attorney (OCDA) effective August 12, 2025. Currently, the Human Resources (HR) division at OCDA is comprised of 8 positions. CEO Human Resource Services (HRS) recently promoted the District Attorney’s HR Director to the County HRS position of Director of Employee and Labor Relations. During its recruitment for its replacement HR Director, the OCDA worked jointly in the recruitment process with County HRS. During this new hiring process, the District Attorney and his office also collaborated with the Chief Human Resources Officer on centralizing District Attorney HR under the County CEO HRS Department. The District Attorney was concurrently studying this reorganization with his own consultant who also recommended to the District Attorney this consolidation, which he supports. The reorganization will consist of the 8 positions transitioning to CEO HRS. The reorganization will enhance operational efficiency and effectiveness at the Office of the District Attorney.

FINANCIAL IMPACT:

Appropriations that are associated with the reorganization are included in District Attorney - Public Administrator, Budget Control 026, FY 2025-26 Budget.

Appropriations that are associated with the reorganization has a net zero impact in Human Resource Services, Budget Control 054, FY 2025-26 Budget as salaries and employee benefits will increase by \$1,372,558 offset by an equivalent cost apply.

STAFFING IMPACT:

A total of 7 Regular (1 Dual-Fill) and 1 Extra Help positions are being transferred from District Attorney – Public Administrator, Budget Control 026, to Human Resource Services, Budget Control 054. Whereas the new reporting structure will be implemented on August 12, 2025, the following table details the positions to be transferred effective August 22, 2025, at the beginning of the next pay period:

Position Number	Position Type	Position Title	Position Title Description
R94457	Regular	8235MA	Human Resources Administrator
R99667	Regular (Dual Fill)	8235MA	Human Resources Administrator
R1003200	Regular	8237MA	Human Resources Manager, Senior
R04132	Regular	8543GE	Staff Specialist
R1605888	Regular	8543GE	Staff Specialist
R1702135	Regular	8543GE	Staff Specialist

Position Number	Position Type	Position Title	Position Title Description
R88843	Regular	8543GE	Staff Specialist
E2502737	Extra Help	0504CL	Office Assistant

ATTACHMENT(S):

N/A



RECEIVED

Day Chaffee

2025 AUG -7 PM 2:35

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Clerk of the Board

From: Supervisor Donald P. Wagner, Third District

J. Agull for DW

Date: August 7, 2025

RE: Item for August 12, 2025 Board of Supervisors Meeting

556K

Please add this as a consent calendar item to the August 12, 2025 Board of Supervisors meeting:

I would like to allocate \$2,500 from Third District discretionary funds to Orange County Food Bank in support of the Canstruction event.

Canstruction is an internationally recognized design competition in which local architectural, engineering and construction firms create elaborate structures entirely out of canned goods and non-perishable food items. These installations are displayed as public art and have been exhibited at prominent venues such as John Wayne Airport. After the competition, all food used in the structures is donated directly to the Orange County Food Bank to help combat hunger in our community.

This event not only raises awareness of food insecurity but also serves as a creative outlet, team-building opportunity, and educational experience for participants and students. Orange County teams have a strong history of success with several earning recognition in the international design competition.

The requested funds will help cover the purchase of canned goods and necessary building supplies.

I ask that the Board of Supervisors approve the following recommended actions at our August 12, 2025 meeting:

1. Approve the use of \$2,500 from Third District discretionary funds to Orange County Food Bank.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.
3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Orange County Food Bank as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to Orange County Food Bank.

4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation, including, but not limited to Cal-Card, electronic fund transfers or check payments.



County Executive Office

Memorandum

August 7, 2025

To: Clerk of the Board of Supervisors
From: Michelle Aguirre, County Executive Officer
Subject: Supplemental Request According to Board Rule 21

Digitally signed by
Michelle Aguirre
Date: 2025.08.07
13:36:14 -07'00'

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG -7 PM 3:52

RECEIVED

5516L

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025, Board Hearing.

Agency: County Executive Office
Subject: Approve Changes to Compensation for Sheriff-Coroner
Districts: All Districts

Reason Item is Supplemental: This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the August 12, 2025 agenda to avoid further salary compaction.

Concur: 
Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 08/12/25

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

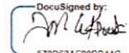
SUBMITTING AGENCY/DEPARTMENT: County Executive Office

DEPARTMENT HEAD REVIEW: 
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Jamie Newton (714) 834-2836
Susie Baker (714) 834-2832

RECEIVED
 2025 AUG -7 PM 3:52
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Approve Changes to Compensation for Sheriff-Coroner

CEO CONCUR  Digitally signed by Michelle Aguirre Date: 2025.08.07 13:35:34 -07'00' CEO Signature	COUNTY COUNSEL REVIEW Approve as to Form Action  County Counsel Signature	CLERK OF THE BOARD Discussion 3 Votes Board Majority
---	--	---

Budgeted: Yes **Current Year Cost:** See Financial Impact Section **Annual Cost:** See Financial Impact Section

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

Current Fiscal Year Revenue: N/A

Funding Source: Budget Control 060: 100% **County Audit in last 3 years:** No

Levine Act Review Completed : N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Adopt the resolution increasing the base salary for the Sheriff-Coroner to \$354,640.
2. Approve and adopt revisions to the Personnel & Salary Resolution regarding compensation for the Sheriff-Coroner, effective August 22, 2025.

SUMMARY:

Approval will allow the Chief Human Resources Officer or designee to execute the resolution; approval and adoption of the Personnel & Salary Resolution revisions will update the terms and conditions of employment for the Sheriff-Coroner.

BACKGROUND INFORMATION:

The determination regarding appropriate Sheriff-Coroner position compensation should consider factors such as market data and internal salary relationships. Currently, the comparable market data and internal salary relationships demonstrate alignment with the proposed salary for this position. The Personnel & Salary revisions provide consistency within internal salary relationships when future changes to compensation occur amongst staff.

FINANCIAL IMPACT:

The proposed salary for the Sheriff-Coroner position is \$354,640. Including the cost of benefits, the total annual cost to the County is anticipated to be \$464,665. Salary and benefits appropriations are included in the Sheriff-Coroner FY 2025-26 Budget for Budget Control 060 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A – Resolution
- Attachment B – Personnel & Salary Resolution
- Attachment C – Personnel & Salary Resolution (redlined)

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
AUGUST 12, 2025

WHEREAS, the Board of Supervisors is responsible for setting the salary of County elected officials including the Sheriff-Coroner; and

WHEREAS, the Board desires to address compaction issues by adjusting the Sheriff-Coroner's base salary to be commensurate with sheriffs in similarly situated Southern California counties.

NOW, THEREFORE, BE IT RESOLVED that effective August 22, 2025, the Sheriff-Coroner's base salary shall be \$354,640.

BE IT FURTHER RESOLVED that the Sheriff-Coroner annual base salary shall be adjusted by the Chief Human Resources Officer at such times as annual base salary increases are granted to the Undersheriff and in such percentages as to maintain a salary differential of seven and one-half percent (7.5%).

PART 2

ARTICLE VIII MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, BOS CHIEFS OF STAFF, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS, AND ELECTED OFFICIALS

The terms and conditions in Part 2 apply to the Members of the Board of Supervisors, Executive Management Employees, BOS Chiefs of Staff (effective May 5, 2023), Executive Aides and Executive Assistants to Members of the Board of Supervisors, and Elected Officials unless otherwise specified herein.

Section 4. Pay for New Employees and Promotions

- A. The County Executive Officer may authorize that a particular position be filled at any rate within the Salary Range. Additionally, the County Executive Officer may authorize positions to be filled in the Reserved for Outstanding Performance Salary Range when there is a direct and measurable benefit to the County from such appointments and the Department makes a determination that the applicant's previous training and experience enables them to make a greater and more immediate contribution than a less experienced employee.
- B. The Board of Supervisors is responsible for setting the salaries of the following County Elected Officials: Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk Recorder. Effective January 1, 2007, the aforementioned Elected Officials salary increases shall be linked to the Superior Court of the State of California Judges' salary increases.
- C. The Board of Supervisors is responsible for setting the salary of the Sheriff-Coroner. Effective January 1, 2023, determinations for salary increases for this classification should consider factors such as comparable market data and internal salary relationships. Effective August 22, 2025, the Sheriff-Coroner shall be paid an annual base salary equal to seven and one-half percent (7.5%) above the annual base salary of the Undersheriff. The annual base salary of the Sheriff-Coroner shall be adjusted by the Chief Human Resources Officer at such times as annual base salary increases are granted to the Undersheriff and in such percentages as to maintain a salary differential of seven and one-half percent (7.5%).
- D. The Board of Supervisors is responsible for setting the salary of the District Attorney. Effective April 21, 2023, determinations for salary increases for this classification should consider factors such as comparable market data and the size of the organization.
- E. The salary for the Members of the Board of Supervisors shall be set at eighty percent (80%) of the regular annual salary of a judge of the Superior Court of the State of California.

PART 2

ARTICLE VIII MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, BOS CHIEFS OF STAFF, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS, AND ELECTED OFFICIALS

The terms and conditions in Part 2 apply to the Members of the Board of Supervisors, Executive Management Employees, BOS Chiefs of Staff (effective May 5, 2023), Executive Aides and Executive Assistants to Members of the Board of Supervisors, and Elected Officials unless otherwise specified herein.

Section 4. Pay for New Employees and Promotions

- A. The County Executive Officer may authorize that a particular position be filled at any rate within the Salary Range. Additionally, the County Executive Officer may authorize positions to be filled in the Reserved for Outstanding Performance Salary Range when there is a direct and measurable benefit to the County from such appointments and the Department makes a determination that the applicant's previous training and experience enables them to make a greater and more immediate contribution than a less experienced employee.
- B. The Board of Supervisors is responsible for setting the salaries of the following County Elected Officials: Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk Recorder. Effective January 1, 2007, the aforementioned Elected Officials salary increases shall be linked to the Superior Court of the State of California Judges' salary increases.
- C. The Board of Supervisors is responsible for setting the salary of the Sheriff-Coroner. Effective January 1, 2023, determinations for salary increases for this classification should consider factors such as comparable market data and internal salary relationships. Effective August 22, 2025, the Sheriff-Coroner shall be paid an annual base salary equal to seven and one-half percent (7.5%) above the annual base salary of the Undersheriff. The annual base salary of the Sheriff-Coroner shall be adjusted by the Chief Human Resources Officer at such times as annual base salary increases are granted to the Undersheriff and in such percentages as to maintain a salary differential of seven and one-half percent (7.5%).
- D. The Board of Supervisors is responsible for setting the salary of the District Attorney. Effective April 21, 2023, determinations for salary increases for this classification should consider factors such as comparable market data and the size of the organization.
- E. The salary for the Members of the Board of Supervisors shall be set at eighty percent (80%) of the regular annual salary of a judge of the Superior Court of the State of California.



County Executive Office

Memorandum

August 7, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer

Subject: Supplemental Request According to Board Rule 21

Digitally signed
by Michelle
Aguirre
Date: 2025.08.07
14:01:28 -07'00'

RECEIVED
2025 AUG -7 PM 01:52
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SSLM

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025, Board Hearing.

Agency: Health Care Agency

Subject: Approve Retroactive Contract for Suicide and Self-Harm Reduction Services

Districts: All Districts

Reason Item is Supplemental: This item is a supplemental request due to extended time needed to review the outcomes and subcontractor language. Didi Hirsch also required extended time to finalize the subcontractors. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item cannot be moved to another date as the Board requested this item go on the next available Board date. The current contract was extended and will expire July 31, 2025. The contract needs to commence as soon as possible in order to continue the Medi-Cal certification process, required for the new fee-for-service, service delivery model.

Concur: *Doug Chaffee*
Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 8/12/2025

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency

DEPARTMENT HEAD REVIEW: 
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Veronica Kelley (714) 834-7024
Ian Kemmer (714) 834-2160

RECEIVED
 2025 AUG -7 PM 3:52
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Approve Retroactive Contract for Suicide and Self-Harm Reduction Services

CEO CONCUR Digitally signed by Michelle Aguirre <i>Maquinn</i> Date: 2025.08.07 14:02:33 -07'00' CEO Signature	COUNTY COUNSEL REVIEW Approved as to Form Action Signed by: <i>Brittany McLean</i> County Counsel Signature 71CFE638662E411...	CLERK OF THE BOARD Discussion 3 Votes Board Majority
Budgeted: Yes Staffing Impact: No Current Fiscal Year Revenue: N/A Funding Source: State: 100% (Mental Health Service Act/Prop 63) Levine Act Review Completed: Yes Prior Board Action: 6/24/2025 #51	Current Year Cost: \$1,650,000 # of Positions: County Audit in last 3 years No	Annual Cost: N/A Sole Source: No

RECOMMENDED ACTION(S)

1. Approve retroactive Contract with Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services, for the provision of Suicide and Self-Harm Reduction Services, for the term of August 1, 2025, through June 30, 2026, in an amount not to exceed \$1,650,000, renewable for two additional two-year terms.
2. Authorize the County Procurement Officer or Deputized designee to execute the Contract with Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services, as referenced in the Recommended Action above.

SUMMARY:

Approval of the retroactive Contract with Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services will ensure that individuals in an acute or persistent state of risk for suicide and survivors who have lost a loved one to suicide and who are needing specialized intervention, will have access to services and resources in support of suicide and self-harm reduction.

BACKGROUND INFORMATION:

The Health Care Agency (HCA) requires evidence-based intervention and resources that effectively meet the needs of Orange County residents experiencing elevated risk of suicide or self-harm and those who have been significantly impacted by a loss due to suicide. In order to ensure that these specialized mental health services are available for Orange County residents, and that these services align with the existing crisis network of care, HCA is looking to establish a contract for Suicide and Self-Harm Reduction Services. On June 24, 2025, the Board directed HCA to negotiate services with Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services (Didi Hirsch). Approval of this retroactive contract will allow for a new contract term to start without a lapse or disruption in services to the community. HCA is requesting retroactive approval due to the additional time required to negotiate services with Didi Hirsch, as the proposed contract was modified from Didi Hirsch's previous contract for Suicide Prevention and Support Services. The previous contract was extended through July 31, 2025, to allow for negotiations to take place for a Fee-for-Service model that shifts focus to providing specialty mental health services.

Scope of Services

Suicide and Self-Harm Reduction Services are designed for individuals who have experienced or are experiencing thoughts of self-harm or suicide, including those who have survived a suicide attempt, as well as loss survivors who have experienced loss of a family member or a loved one to suicide. Services will be available to all Orange County residents, especially populations and individuals known to be at an elevated risk of suicide or self-harm. Primary interventions and services will include initial screenings and assessments, individual and group therapy, emergency interventions, loss response and bereavement support. The services will be provided by clinicians and peers who have specialized training in suicidal risk and self-harm reduction, many who have lived experience.

The services will incorporate a step-down component and will include partnerships with Orange County hospitals and acute treatment programs to facilitate expedited access to care at a time of elevated risk and vulnerability. This intervention model will support effective transitions into community-based care and decreased rates of readmission for these higher-risk individuals post discharge. Services will include one-on-one therapy, and couple and family sessions provided by clinicians who have specialized training in evidence-based intervention. As part of this contract, Didi Hirsch will bill private third-party insurance and become a certified Medi-Cal provider. The Medi-Cal certification process for Didi Hirsch has started and certification will be effective August 1, 2025. The funds collected through the Fee-for-Service billing model will offset the use of Mental Health Services Act (MHSA) funds for services provided.

The final component of these services will be loss support for family members and loved ones who have experienced a loss due to suicide. This component will incorporate volunteers with lived experience who will reach out to the bereaved to help them access support and move through the grief process. They will facilitate access to individual counseling services and support groups to help build connections and ensure individuals are not isolated with their grief.

Suicide and Self-Harm Reduction proposed Performance Measures

Table 1 Outcomes

SUICIDE AND SELF-HARM REDUCTION SERVICES	ANNUAL UNITS OF SERVICE
Individuals Screened	350
Assessments Completed	250
Unduplicated Individuals Receiving Clinical Services	250
Individual Sessions	
Unduplicated Individuals Served – Individual Sessions	150
Number of Individual Sessions Provided	1,200
Group Sessions	
Number of Support Groups Sessions Conducted (Suicide Loss Groups)	60
Unduplicated Individuals Served – Suicide Loss Groups	50
Number of Support Groups Sessions Conducted (Self-Harm/Suicidal Ideation/Suicide Attempt Survivor Group)	60
Unduplicated Individuals Served – Self-Harm/Suicidal Ideation/Suicide Attempt Survivor Group	50
Loss Response Team Services	
Loss Response Services Provided	50
Unduplicated Individuals Served – Loss Response/Loss Support Services	30
Loss Response Volunteers Recruited and Trained	10
Outreach Activities	
Stakeholder and Community Engagement Activities Conducted	50

Table 2 Related Performance Measures from the Previous Contract

CLINICAL SERVICES	FY 2023-2024 OUTCOMES	FY 2024-2025 OUTCOMES	CONTRACTED ANNUAL UNITS OF SERVICE
Unduplicated Participants Screened or Served	230	216	350
Individual Sessions	2,381	1,371	500
Total Support Groups Conducted	363	245	128

As indicated in Table 1, Didi Hirsch is expected to conduct 350 screenings for Suicide and Self-Harm Reduction Services, enrolling 250 unduplicated individuals for clinical services, during Fiscal Year (FY) 2025-26, with targeted goals relating to both group and individual interventions. The scope of services under the new contract will be primarily specialty mental health services for those experiencing severe and persistent impairment, while the previous contract was primarily prevention-based services available for all individuals, including those experiencing mild to moderate impairment. As seen in Table 2, the previous contract with Didi Hirsch required a minimum of 350 individuals be screened or served through their step-down services, that a total of 500 individual sessions be conducted, and that they conduct 128 group sessions. Didi Hirsch exceeded their performance goals for individual and group sessions but did not meet the goals for unduplicated participants. This new contract will expand the number of individual sessions to 1,200 while reducing group session expectations to 120.

As the new contract services will support those who are actively experiencing risk of suicide as well as those who have lost someone to suicide, the proposed performance outcome measures will focus on the needs of both participant presentations. The proposed outcomes performance measures include:

- A minimum of 80 percent of enrolled participants presenting with suicidal ideation will demonstrate improvement in their ability to manage and cope with suicidal thoughts.
- A minimum of 80 percent of participants presenting with suicidal ideation will be able to maintain community-based treatment, not requiring psychiatric hospitalization.
- A minimum of 80 percent of enrolled participants experiencing symptoms of depression will demonstrate a decrease in depressive symptoms.
- A minimum of 80 percent of enrolled participants coping with grief and loss will demonstrate an improvement in their ability to manage symptoms of grief.
- A minimum of 50 percent of individuals engaged by the Loss teams will request follow-up support.

These outcome performance measures are consistent with those established through the previous contract with Didi Hirsch and align with MHSA expectations. For FY 2024-25 the outcomes data is currently being analyzed and should be available to provide to the Board in advance of the Board meeting date.

HCA has verified there are no concerns that must be addressed with respect to Contractor's ownership/names, litigation status or conflicts with County interests.

HCA staff have conducted due diligence on Didi Hirsch and reference checks were satisfactory and completed with California Department of Health Care Services, Los Angeles County Department of Mental Health, and UCLA Psychiatric Emergency Services. An analysis was completed to verify the contract provides County with persons specially trained, experienced, expert and competent to perform the special services in accordance with the law.

The proposed Contract will utilize subcontractors or pass through to other providers. See Attachment B for Contract Summary Form. While the Board directed Didi Hirsch to contract with Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA), OCAPICA declined to subcontract at this time, however, is open to partnering in the future.

This Contract is being presented retroactively for Board Consideration in response to the Board directive given at the June 24, 2025, Board of Supervisors Meeting.

HCA requests that the Board approve the Contract with Didi Hirsch as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 042 FY 2025-26 Budget.

The Contract includes provisions allowing HCA to terminate the Contract, reduce the level of services, and/or negotiate the levels of services provided, as necessary. This includes a notice that allows HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contact MA-042-25010461 for Suicide and Self-Harm Reduction Services with Didi Hirsch
Attachment B – Contract Summary Form

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Amount Not to Exceed	7
IV. Assignment of Debts.....	7
V. Compliance	7
VI. Confidentiality.....	12
VII. Conflict of Interest	12
VIII. Cost Report.....	13
IX. Debarment and Suspension Certification	15
X. Delegation, Assignment and Subcontracts.....	15
XI. Dispute Resolution.....	17
XII. Employee Eligibility Verification	18
XIII. Equipment	18
XIV. Facilities, Payments and Services.....	19
XV. Indemnification and Insurance	20
XVI. Inspections and Audits	24
XVII. Licenses and Laws	25
XVIII. Literature, Advertisements, and Social Media.....	26
XIX. Minimum Wage Laws	27
XX. Nondiscrimination.....	27
XXI. Notices.....	30
XXII. Notification of Death	30
XXIII. Notification of Public Events and Meetings	31
XXIV. Records Management and Maintenance	31
XXV. Research and Publication.....	33
XXVI. Severability.....	33
XXVII. Special Provisions	33
XXVIII. Status of Contractor	34
XXIX. Term	34
XXX. Termination	35
XXXI. Third Party Beneficiary	37

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
XXXII. Waiver of Default or Breach.....	37
Signature Page	38

<u>EXHIBIT A</u>	
I. Common Terms and Definitions	1
II. Budget	12
III. Payments	13
IV. Reports.....	14
V. Services	15
VI. Staffing	27

<u>EXHIBIT B</u>	
I. Business Associate Contract.....	1

<u>EXHIBIT C</u>	
I. Personal Information Privacy and Security Contract.....	1

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

REFERENCED CONTRACT PROVISIONS

Term: August 1, 2025 through June 30, 2026

Period One means the period from August 1, 2025 through June 30, 2026

Amount Not to Exceed:

Period One Amount Not to Exceed: \$1,650,000

TOTAL AMOUNT NOT TO EXCEED: \$1,650,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: UGKJMNMLLYL3

CONTRACTOR TAX ID Number: 95-1816023

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: Didi Hirsch Psychiatric Service dba Didi Hirsch Mental Health Services
4760 S. Sepulveda Blvd.
Culver City, CA 90230
Lyn Morris, CEO
lmorris@didihirsch.org

//
//
//
//
//
//
//
//
//

I. ACRONYMS

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

1		
2		
3		
4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

- 1 BR. SMA Statewide Maximum Allowable (rate)
- 2 BS. SOW Scope of Work
- 3 BT. SUD Substance Use Disorder
- 4 BU. UMDAP Uniform Method of Determining Ability to Pay
- 5 BV. UOS Units of Service
- 6 BW. USC United States Code
- 7 BX. WIC Women, Infants and Children

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. AMOUNT NOT TO EXCEED

A. The Total Amount Not to Exceed of COUNTY for services provided in accordance with this Contract, and the separate Amount Not to Exceed for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract.

IV. 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 these persons, 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.

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

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

9 These elements include:

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

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

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

36 //
37 //

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

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

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

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

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

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

35 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
36 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

37 //

1 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
2 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

3 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
4 and state funded health care services by contract with COUNTY in the event that they are currently
5 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
6 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
7 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
8 business operations related to this Contract.

9 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
10 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
11 Such individual or entity shall be immediately removed from participating in any activity associated with
12 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
13 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly
14 return any overpayments within forty-five (45) business days after the overpayment is verified by
15 ADMINISTRATOR.

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

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

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

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

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

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

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

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

37 //

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

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

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

6 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
7 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group
8 setting while CONTRACTOR shall retain the certifications. Upon written request by
9 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

10 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

26 6. CONTRACTOR shall meet the HCA Quality Assessment and Performance Improvement
27 Standards established by Quality Management Services (QMS) and participate in the quality improvement
28 activities developed in the implementation of the DMC-ODS /// MHP Quality Management Program.

29 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
30 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
31 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
32 §1810.410.subds.(c)-(d).

33 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
34 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
35 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
36 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
37 //

1 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
2 default.

3 **VI. CONFIDENTIALITY**

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

7 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
8 are Clients of the Orange County Mental Health services system, and therefore it may be necessary for
9 authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding specific
10 Clients with COUNTY or other providers of related services contracting with COUNTY.

11 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
12 consents for the release of information from all persons served by CONTRACTOR pursuant to this
13 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part
14 2.6, relating to confidentiality of medical information.

15 3. In the event of a collaborative service agreement between Mental Health services providers,
16 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
17 from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

25 **VII. CONFLICT OF INTEREST**

26 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
27 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
28 apply to CONTRACTOR's officers, directors, employees, agents, and subcontractors associated with the
29 provision of goods and services provided under this Contract. CONTRACTOR's efforts shall include,
30 but not be limited to, establishing rules and procedures preventing its employees, agents, and
31 subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations
32 which could be deemed to influence or appear to influence COUNTY staff or elected officers in the
33 performance of their duties. CONTRACTOR shall notify COUNTY, in writing, of any potential or actual
34 conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period
35 of, Contract performance, including, but not limited to, whether any known county public officer's child
36 is an officer or director or, or has an ownership interest of ten (10) percent or more in, CONTRACTOR.
37

1 While CONTRACTOR must provide this information without prompting from COUNTY any time there
2 is a change regarding conflict of interest, CONTRACTOR also must provide an update to COUNTY upon
3 request by COUNTY. County of Orange Board of Supervisors policy prohibits its employees from
4 engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this
5 Contract, employ any COUNTY employee for any purpose.

6 7 **VIII. COST REPORT**

8 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
9 following termination of this Contract. CONTRACTOR shall prepare the individual Cost Report in
10 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
11 Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and
12 between programs, cost centers, services, and funding sources in accordance with such requirements and
13 consistent with prudent business practice, which costs and allocations shall be supported by source
14 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
15 reasonable notice.

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

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

22 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
23 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
24 accurate and complete Cost Report is delivered to ADMINISTRATOR.

25 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
26 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
27 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

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

37 //

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

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

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

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

23
 24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 25 supporting documentation prepared by _____ for the cost report period
 26 beginning _____ and ending _____ and that, to the best of my knowledge
 27 and belief, costs reimbursed through this Contract are reasonable and allowable and
 28 directly or indirectly related to the services provided and that this Cost Report is a true,
 29 correct, and complete statement from the books and records of (provider name) in
 30 accordance with applicable instructions, except as noted. I also hereby certify that I
 31 have the authority to execute the accompanying Cost Report.

32
 33 Signed _____
 34 Name _____
 35 Title _____
 36 Date _____"

IX. 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) 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.

X. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by CONTRACTOR, in whole or in part, without first obtaining the prior express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract or delegate any performance of this Contract without the prior express written consent of COUNTY shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void. In the event that CONTRACTOR is authorized by COUNTY to subcontract, this Contract shall take precedence over the terms of the agreement between CONTRACTOR and subcontractor, and any agreement between CONTRACTOR and a subcontractor shall incorporate by reference the terms of this Contract. CONTRACTOR shall remain responsible for the performance of this Contract and indemnification of COUNTY notwithstanding COUNTY's consent to CONTRACTOR's

1 request for approval of a subcontractor. Under no circumstances shall COUNTY be required to directly
 2 monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored
 3 by CONTRACTOR and must meet the approval of the County of Orange pursuant to the terms of this
 4 Contract.

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

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

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

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

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

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

36 //
 37 //

1 Assets. Equipment which costs between \$600 and \$10,000, including freight charges, sales taxes and
2 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI
3 or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones,
4 tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment
5 purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to
6 GAAP.

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

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

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

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

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

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

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

34 **XIV. FACILITIES, PAYMENTS AND SERVICES**

35 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
36 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
37

1 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
2 minimum number and type of staff which meet applicable federal and state requirements, and which are
3 necessary for the provision of the services hereunder.

4 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
5 as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed for the
6 appropriate Period as well as the Total Amount Not to Exceed. The reduction to the Amount Not to
7 Exceed for the appropriate Period as well as the Total Amount Not to Exceed shall be in an amount
8 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
9 services, staffing, facilities or supplies.

10 11 **XV. INDEMNIFICATION AND INSURANCE**

12 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
13 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
14 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
15 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
16 including but not limited to personal injury or property damage, arising from or related to the services,
17 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
18 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
19 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
20 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
21 a jury apportionment.

22 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required
23 insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy
24 COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees
25 to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY
26 during the entire term of this Contract.

27 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
28 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
29 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
30 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
31 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
32 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
33 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
34 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
35 representative(s) at any reasonable time.

36 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
37 dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee. The County

1 reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured,
 2 Contractor will indemnify the County for any and all claims resulting or arising from Contractor’s services
 3 in accordance with the indemnity provision stated in this Contract.

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

6 F. QUALIFIED INSURER

7 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
 8 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition
 9 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

10 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
 11 Risk Management retains the right to approve or reject a carrier after a review of the company's
 12 performance and financial ratings.

13 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 14 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

35 H. REQUIRED COVERAGE FORMS

36 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
 37 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 CONTRACT**.

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:

a. An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. 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 CONTRACT**.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

M. If CONTRACTOR’s Professional Liability, and/or Network Security & Privacy Liability are “Claims -Made” policies, CONTRACTOR shall agree to maintain coverage for three (3) years following the completion of the Contract.

N. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

//

1 O. Insurance certificates should be forwarded to the department address specified in the Referenced
2 Contract Provisions of this Contract.

3 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
4 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
5 hereunder and grounds for COUNTY to suspend or terminate this Contract.

6 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
7 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in
8 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
9 COUNTY.

10 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
11 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
12 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
13 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
14 to all legal remedies.

15 S. The procuring of such required policy or policies of insurance shall not be construed to limit
16 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this
17 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

18 T. SUBMISSION OF INSURANCE DOCUMENTS

19 1. The COI and endorsements shall be provided to COUNTY as follows:
20 a. Prior to the start date of this Contract.
21 b. No later than the expiration date for each policy.
22 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
23 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

24 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the
25 Referenced Contract Provisions of this Contract.

26 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
27 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
28 sole discretion to impose one or both of the following:

29 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
30 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required
31 COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to
32 ADMINISTRATOR.

33 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
34 COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and
35 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
36 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

37 //

1 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
2 CONTRACTOR's monthly invoice.

3 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
4 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
5 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
6

7 **XVI. INSPECTIONS AND AUDITS**

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

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

22 C. AUDIT RESPONSE

23 1. Following an audit report, in the event of non-compliance with applicable laws and
24 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
25 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
26 appropriate corrective action. A corrective action plan (CAP) shall be submitted to ADMINISTRATOR
27 in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

35 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
36 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
37 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

1 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
2 calendar days of receipt.

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

7 8 **XVII. LICENSES AND LAWS**

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

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

- 20 1. ARRA of 2009.
- 21 2. Trafficking Victims Protection Act of 2000.
- 22 3. WIC, Division 5, Community Mental Health Services.
- 23 4. WIC, Division 6, Admissions and Judicial Commitments.
- 24 5. WIC, Division 7, Mental Institutions.
- 25 6. HSC, §§1250 et seq., Health Facilities.
- 26 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 27 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 28 9. CCR, Title 17, Public Health.
- 29 10. CCR, Title 22, Social Security.
- 30 11. CFR, Title 42, Public Health.
- 31 12. CFR, Title 45, Public Welfare.
- 32 13. USC Title 42. Public Health and Welfare.
- 33 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 34 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 35 16. 42 USC §1857, et seq., Clean Air Act.
- 36 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 37 18. 31 USC 7501.70, Federal Single Audit Act of 1984.

1 19. Policies and procedures set forth in Mental Health Services Act.

2 20. Policies and procedures set forth in DHCS Letters.

3 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

4 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
5 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6 23. 42 CFR, Section 438, Managed Care Regulations.

7 C. CONTRACTOR shall remain in compliance and in good standing, maintaining current and active
8 business entity and/or nonprofit registration status, with all applicable federal, state and local registration
9 requirements at the time of execution of the Contract through the duration of the term of the Contract, and
10 shall provide annual confirmation of current and active status to COUNTY through the term of the
11 Contract.

12 D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide
13 treatment and bill for services provided to Medi-Cal eligible Clients while working under the terms of this
14 Contract.

15 E. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal
16 beneficiaries that are no less than the hours of operation during which the provider offers services to non-
17 Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, CONTRACTOR shall require
18 that hours of operation are comparable to the hours the provider makes available for Medi-Cal services
19 that are not covered by CONTRACTOR, or another Mental Health Plan.

20 F. CONTRACTOR shall remain in compliance and in good standing, maintaining current and active
21 business entity and/or nonprofit registration status, with all applicable federal, state and local registration
22 requirements at the time of execution of the Contract through the duration of the term of the Contract, and
23 shall provide annual confirmation of current and active status to COUNTY through the term of the
24 Contract.

25
26 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

36 C. If CONTRACTOR uses social media (such as Facebook, X, YouTube or other publicly available
37 social media sites) in support of the services described within this Contract, CONTRACTOR shall develop

1 social media policies and procedures and have them available to ADMINISTRATOR upon reasonable
2 notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either
3 directly or indirectly support the services described within this Contract. CONTRACTOR shall comply
4 with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in
5 support of the services described within this Contract. CONTRACTOR shall also include any required
6 funding statement information on social media when required by ADMINISTRATOR.

7 D. Any information as described in this Literature, Advertisements, and Social Media Paragraph
8 shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

9 10 **XIX. MINIMUM WAGE LAWS**

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

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

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

25 26 **XX. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

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

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

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

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

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

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

22 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
23 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
24 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
25 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
26 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
27 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
28 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
29 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
30 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
31 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
32 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
33 includes, but is not limited to the following based on one or more of the factors identified above:

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

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

37 //

1 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
 2 others receiving any service and/or benefit.

3 4. Treating a Client differently from others in satisfying any admission requirement or
 4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 5 any service and/or benefit.

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

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

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

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

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

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

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

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

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

XXI. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Contract shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
6 ADMINISTRATOR;

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

9 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
10 or any other expedited delivery service.

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

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

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

XXII. NOTIFICATION OF DEATH

21
22
23 A. Upon becoming aware of the death of any person served pursuant to this Contract,
24 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

31 2. WRITTEN NOTIFICATION

32 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via
33 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware
34 of the death due to non-terminal illness of any person served pursuant to this Contract.

35 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
36 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware
37 of the death due to terminal illness of any person served pursuant to this Contract.

1 c. When notification via encrypted email is not possible or practical, CONTRACTOR may
2 hand deliver or fax to a known number said notification.

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

7 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

16 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

31 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
32 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
33 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
34 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
36 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
37 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent

1 | practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
2 | regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

35 | J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
36 | security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
37 | //

1 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
2 regulation, and copy ADMINISTRATOR on such notifications.

3 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
4 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
5 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.
6

7 **XXV. RESEARCH AND PUBLICATION**

8 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
9 or developed, as a result of this Contract for the purpose of personal or professional research, or for
10 publication.
11

12 **XXVI. SEVERABILITY**

13 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
14 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
15 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
16 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
17 force and effect, and to that extent the provisions of this Contract are severable.
18

19 **XXVII. SPECIAL PROVISIONS**

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

- 22 1. Making cash payments to intended recipients of services through this Contract.
- 23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
25 of appropriated funds to influence certain federal contracting and financial transactions).
- 26 3. Fundraising.
- 27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
29 Directors or governing body.
- 30 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
31 for expenses or services.
- 32 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
33 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
34 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 35 7. Paying an individual salary or compensation for services at a rate in excess of the current
36 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
37 may be found at www.opm.gov.

- 1 8. Severance pay for separating employees.
- 2 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 3 codes and obtaining all necessary building permits for any associated construction.
- 4 10. Supplanting current funding for existing services.
- 5 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 6 shall not use the funds provided by means of this Contract for the following purposes:
- 7 1. Funding travel or training (excluding mileage or parking).
- 8 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 9 of Client care.
- 10 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 11 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 12 contribute to the quality of services to be provided pursuant to this Contract.
- 13 5. Purchasing or improving land, including constructing or permanently improving any building
- 14 or facility, except for tenant improvements.
- 15 6. Providing inpatient hospital services or purchasing major medical equipment.
- 16 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds
- 17 (matching).
- 18 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 19 CONTRACTOR's Clients.

20
21 **XXVIII. STATUS OF CONTRACTOR**

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

33
34 **XXIX. TERM**

35 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
36 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
37 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this

1 Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this
2 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
3 reporting, and accounting.

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

6 7 **XXX. TERMINATION**

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

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

- 16 1. The loss by CONTRACTOR of legal capacity.
- 17 2. Cessation of services.
- 18 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
19 another entity without the prior written consent of COUNTY.
- 20 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
21 required pursuant to this Contract.
- 22 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
23 Contract.
- 24 6. The continued incapacity of any physician or licensed person to perform duties required
25 pursuant to this Contract.
- 26 7. Unethical conduct or malpractice by any physician or licensed person providing services
27 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
28 removes such physician or licensed person from serving persons treated or assisted pursuant to this
29 Contract.

30 **C. CONTINGENT FUNDING**

- 31 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 32 a. The continued availability of federal, state and county funds for reimbursement of
33 COUNTY's expenditures, and
 - 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
35 approved by the Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
37 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given

1 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
2 CONTRACTOR shall not be obligated to accept the renegotiated terms.

3 D. In the event this Contract is suspended or terminated prior to the completion of the term as
4 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole
5 discretion, reduce the Total Amount Not to Exceed of this Contract to be consistent with the reduced term
6 of the Contract.

7 E. In the event this Contract is terminated, CONTRACTOR shall do the following:

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

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

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

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

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

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

21 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
22 supplies purchased with funds provided by COUNTY.

23 8. To the extent services are terminated, cancel outstanding commitments covering the
24 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
25 commitments which relate to personal services. With respect to these canceled commitments,
26 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
27 arising out of such cancellation of commitment which shall be subject to written approval of
28 ADMINISTRATOR.

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

33 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
34 notice.

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

37 //

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.

10 //
11 //
12 //
13 //
14 //
15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of
2 California.

3
4 DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSH MENTAL HEALTH SERVICES

5
6  BY: _____ DATED: 7/15/2025
7
8

9
10 TITLE: CEO _____
11

12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____
19 HEALTH CARE AGENCY

20
21
22
23 APPROVED AS TO FORM
24 OFFICE OF THE COUNTY COUNSEL
25 ORANGE COUNTY, CALIFORNIA

26
27  BY: _____ DATED: 7/15/2025
28
29 DEPUTY

30
31
32
33
34 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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
 SUICIDE AND SELF-HARM REDUCTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 DIDI HIRSCH PSYCHIATRIC SERVICE
 DBA DIDI HIRSCH MENTAL HEALTH SERVICES
 AUGUST 1, 2025 THROUGH JUNE 30, 2026

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. Access Log means the electronic log established and maintained by COUNTY to document enrollment and utilization of specialty mental health and crisis services.

2. Admission means completion of the entry and/or Intake process for program Participants.

3. ASIST means a two (2)-day intensive, interactive and practice-dominated course designed to help first responders and caregivers (e.g. professionals, paraprofessionals and lay people) recognize risk and learn how to intervene to prevent the immediate risk of suicide.

4. Assessment means a professional review and Evaluation of an individual’s behavioral health needs and conditions in order to determine the most appropriate course of services, if indicated, and may ascertain eligibility for specific programs.

6. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a behavioral health condition.

7. BBS means Board of Behavioral Health Sciences.

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

9. Behavioral Health Evaluation means services designed to provide formal, documented evaluation or analysis of the cause or nature of a Client’s mental, emotional, or behavioral disorders. The Parties understand that such services shall be primarily limited to initial telephone intake examinations to triage and refer the Client to a Network Provider who shall develop the treatment/service plan. Cultural issues should be addressed where appropriate. Additionally, this evaluation should include an appraisal of the individual’s community functioning in several areas including living situation, daily activities, social support systems and health status.

10. BHSA (Behavioral Health Services Act) means a voter-approved initiative to develop a comprehensive approach to providing community-based behavioral health services and supports for California residents.

1 11. Case Management means the activities of managing services and coordinating care to Clients,
2 including assessments, referrals, service planning, linkage consultation, discharge planning and
3 coordination.

4 12. CAT means Crisis Assessment Team which provides twenty-four (24) hour mobile response
5 services to anyone who has a psychiatric emergency. This program assists law enforcement, social service
6 agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-
7 disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides
8 linkage, follow ups for Clients evaluated. There are separate adult and youth CATs.

9 13. Care coordination means services that assist a Client to access needed medical, educational,
10 social, prevocational, vocational, rehabilitative, or other community services. This definition applies to
11 programs under the DMC-ODS and MHP.

12 14. Certified Chart Reviewer means an individual that obtains certification by completing all
13 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
14 Verification Sheet.

15 15. Client or Individual or Participant means a person who is referred or enrolled, for services
16 under the Contract who is living with mental, emotional, or behavioral disorders.

17 16. Client-directed means services delivered in a therapeutic alliance between providers and
18 Clients where both are partners in goal setting and treatment planning. The final decision for treatment
19 options rests with the Client and designated family members.

20 17. Client Satisfaction Surveys means surveys to measure Clients' overall satisfaction with
21 Mental Health Services, and with specific aspects of those services in order to identify problems and
22 opportunities for improvement

23 18. Clinical Documents means any clinical information, documentation or data collected from
24 the service provider for purposes of conducting concurrent review and coordinating treatment.

25 19. Closed-loop referral means the people, processes and technologies that are deployed to
26 coordinate and refer Clients to available community resources (i.e., health care, behavioral health services,
27 and/or other support services) and follow-up to verify if services were rendered.

28 20. Closed Support Group means a group, eight (8) weeks in length, that only members could
29 attend and no new members could be added to for the purpose of trust building, consistency in
30 communication, and mutual support.

31 21. Collateral Therapy means face-to-face or telephone contact(s) with significant others in the
32 life of the Client necessary to meet the mental health needs of the Client.

33 22. Completion means the completion of a program whereby the Client has made adequate
34 progress in treatment and no longer meets medical necessity for the Level of Care.

35 23. Concurrent Review means the review of treatment authorization requests for inpatient mental
36 health services by providers in order to approve, modify, or deny requests based on medical necessity.

37 //

1 The review of the treatment authorization requests is concurrent with the provision of services and is
2 required after the first day of admission through discharge.

3 24. Contract Monitor means a person designated by COUNTY to consult with and assist both
4 CONTRACTOR and any contractor providers in the provision of services to COUNTY Clients as
5 specified herein. The Contract Monitor shall at no time be construed as being ADMINISTRATOR.

6 25. Co-Occurring means a person has at least one substance use disorder and one mental health
7 disorder that can be diagnosed independently of each other.

8 26. Credentialing means a review process conducted by ADMINISTRATOR, including a peer
9 review process, based upon specific criteria, standards and prerequisites, to approve a provider or
10 professional who applies to be contracted to provide care in a hospital, clinic, medical group or in a health
11 plan.

12 27. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that
13 operates 24 hours a day that serves Orange County residents, aged 13 and older, who are experiencing
14 behavioral health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization
15 services include psychiatric evaluations provided by Doctors of Medicine (MD), Nurse Practitioners (NP),
16 Doctors of Osteopathic Medicine (DO), counseling/therapy provided by Licensed Clinical Social Workers
17 or Marriage Family Therapists or registered/waivered clinicians, nursing assessments, collateral services
18 that include consultations with family, significant others and outpatient providers, client and family
19 education, crisis intervention services, basic medical services, medication services, and referrals and
20 linkages to the appropriate level of continuing care and community services, including Peer Specialist and
21 Peer Mentoring services. As a designated outpatient facility, the CSU may evaluate and treat Clients for
22 no longer than 23 hours and 59 minutes. The primary goal of the CSU is to help stabilize the crises and
23 begin treating Clients in order to refer them to the most appropriate, least restrictive, non-hospital setting
24 when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of care
25 is present. The CSU must meet state and local regulatory requirements.

26 28. CYS means the division of Behavioral Health Services responsible for the administration and
27 oversight of Mental Health Services to children and adolescents.

28 29. Diagnosis means identifying the nature of a disorder. When formulating a Diagnosis(es),
29 CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the Diagnostic
30 3 and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association
31 and/or ICD 10. ICD10 diagnoses will be recorded on all IRIS documents, as appropriate.

32 30. Drop in Support Group means a group that is open on a monthly basis to Participants who
33 either graduated from Closed Support Groups, and still could benefit from attending a Support Group or
34 who just need support on an as needed basis.

35 31. Early Intervention means the act of intervening, interfering or interceding early with the intent
36 of measurably improving a behavioral health problem or concern very early in its manifestation or to
37 prevent a Behavioral Health Condition from getting worse.

1 32. Engagement means the process where a trusting relationship is developed over a short period
 2 of time with the goal to link the Client(s) to appropriate services within the community. Engagement is
 3 the objective of a successful outreach.

4 33. Enrollment means the data entry of a Participant’s program information into
 5 CONTRACTOR’s database for purposes of recording and tracking a Participant’s involvement in the
 6 program.

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

9 35. Evidence-based Practice means the range of prevention and intervention services of
 10 well-documented effectiveness. An Evidence-based Practice has quantitative and qualitative data
 11 showing positive outcomes and has been subject to expert/peer review that has determined that a particular
 12 approach or strategy has a significant level of evidence of effectiveness.

13 36. Face-to-Face means an encounter between the Client/parent/guardian and CONTRACTOR
 14 where they are both physically present. This does not include contact by phone, email, etc., except for
 15 Telepsychiatry provided in a manner that meets COUNTY protocols.

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

18 Family Therapy means a clinical service that includes family members identified by the Client in
 19 the treatment process, providing education about factors important to the Client’s treatment as well as
 20 holistic recovery of the family system.

21 38. Group Intervention means the delivery of services to more than one individual or family.

22 39. Group Therapy means a goal directed face-to-face therapeutic intervention with a group of
 23 no less than two (2), and for SUD no more than twelve (12), Clients receiving services at the same time.
 24 Such intervention shall be consistent with the Clients goals and focus primarily on symptom reduction as
 25 a means to improve functional impairments.

26 40. Head of Service means an individual ultimately responsible for overseeing the program and
 27 is required to be licensed as a mental health professional.

28 41. Health Care Practitioner (HCP) means a person duly licensed and regulated under Division
 29 2 (commencing with Section 500) of the Business and Professions Code, who is acting within the scope
 30 of their license or certificate.

31 42. Health Education means practice of educating and teaching individuals and groups of people
 32 about behaviors conducive to the promotion, maintenance, and restoration of good physical and behavioral
 33 health.

34 43. Individual Therapy means a goal directed face-to-face therapeutic intervention with the
 35 Client which focuses on the mental health needs of the Client.

36 44 Information Dissemination means the distribution of a collection of facts or data.

37 //

1 45. Intake means the initial meeting between a Participant and a to evaluate a Participant's issue
2 of concern and determine how a program could best meet his or her needs.

3 46. IRIS means Integrated Records Information System and refers to a collection of applications
4 and databases that serve the needs of programs within COUNTY and includes functionality such as
5 registration and scheduling, laboratory information system, billing and reporting capabilities, compliance
6 with regulatory requirements, electronic medical records, and other relevant applications.

7 47. Lanterman–Petris–Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) provides
8 guidelines for handling involuntary civil commitment to a mental health institution in the State of
9 California.

10 48. Lethality Assessment Scale means an instrument or tool developed based on SRAS typically
11 used by crisis counselors to determine the level of risks a caller poses and then render appropriate care
12 accordingly. The scale has a rating from zero (0) to five (5). The higher the score means the higher the
13 level of risk.

14 49. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
15 Participant feels about his/her present situation/condition as measured by a validated instrument/scale.

16 50. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
17 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
18 services to individuals they serve. The license must be current and in force, and has not been suspended
19 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

20 51. Licensed Marriage Family Therapist (LMFT) means a licensed individual, pursuant to the
21 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
22 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
23 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
24 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

25 52. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
26 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions
27 of Chapter 16 of the California Business and Professions Code, who can provide clinical service to
28 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
29 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

30 53. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
31 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
32 services to individuals they serve. The license must be current and in force, and has not been suspended
33 or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

34 54. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6
35 of the California Business and Professions Code, who can provide clinical services to individuals they
36 serve. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred
37 that the individual has at least one (1) year of experience treating TAY.

1 55. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
 2 Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
 3 individuals they serve. The license must be current and in force, and has not been suspended or revoked.
 4 Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

5 56. Linkage means when an individual is connected to programs or services through warm hand-
 6 off or follow-up to ensure the connection is made.

7 57. Live Scan means the technique and the technology used by law enforcement agencies and
 8 private facilities to capture fingerprints and palm prints electronically, without the need for the more
 9 traditional method of ink and paper.

10 58. Medi-Cal means the State of California’s implementation of the federal Medicaid health care
 11 program which pays for a variety of medical services for children and adults who meet eligibility criteria.

12 59. Medi-Cal Certified Peer Specialists means an individual in a paid position who has been
 13 through the same or similar Recovery process as those being assisted to attain their Recovery goals. A
 14 Certified Peer Specialist practice is informed by personal experience.

15 60. Media Events means culturally relevant activities conducted by CONTRACTOR which are
 16 coordinated with and publicized by the media, including radio and TV appearances.

17 61. Medical Necessity means that a service is medically necessary if it is needed in order to
 18 address a particular mental health condition. Four parts must be present to meet the criteria for medical
 19 necessity: 1) a covered diagnosis per COUNTY’s MHP, 2) an impairment as a result of the disorder that
 20 affects Client’s ability to function individually or in the community, 3) the intervention needed must be
 21 focused on addressing the impairment, and 4) the intervention must meet specialty mental health service
 22 criteria (i.e., the condition being treated would be responsive to mental health treatment, but would not be
 23 responsive to physical health care based treatment).

24 62. Medication Services means face-to-face or telehealth/telephone services provided by a
 25 licensed physician, licensed psychiatric nurse practitioner, or other qualified medical staff. This service
 26 shall include documentation of the clinical justification for use of the medication, dosage, side effects,
 27 compliance, and response to medication.

28 63. Mental Health Services means interventions designed to provide the maximum reduction of
 29 mental disability and restoration or maintenance of functioning consistent with the requirements for
 30 learning, development, and enhanced self-sufficiency. Services shall include:

31 a. Assessment means a service activity, which may include a clinical analysis of the history
 32 and current status of a Participant’s mental, emotional, or behavioral disorder, relevant cultural issues and
 33 history, diagnosis, and the use of testing procedures.

34 b. Collateral means a significant support person in a Participant’s life and is used to define
 35 services provided to them with the intent of improving or maintaining the mental health status of the
 36 Participant. The Participant may or may not be present for this service activity.

37 //

1 c. Co-Occurring Integrated Treatment Model means an evidence-based Integrated
2 Treatment programs, in which Participants receive a combined treatment for mental illness and substance
3 abuse disorders from the same practitioner or treatment team.

4 d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
5 behalf of a Participant for a condition which requires more timely response than a regularly scheduled
6 visit. Service activities may include, but are not limited to, assessment, collateral, and therapy.

7 e. Medication Support Services means those services provided by a licensed physician,
8 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing,
9 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the
10 symptoms of mental illness. These services also include evaluation and documentation of the clinical
11 justification and effectiveness for use of the medication, dosage, side effects, compliance, and response
12 to medication, as well as obtaining informed consent, providing medication education, and plan
13 development related to the delivery of the service and/or assessment of the Participant.

14 f. Rehabilitation Service means an activity which includes assistance in improving,
15 maintaining, or restoring a Participant's or group of Participants' functional skills, daily living skills,
16 social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources,
17 and/or medication education.

18 g. Targeted Case Management means services that assist a Participant to access needed
19 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
20 service activities may include, but are not limited to, communication, coordination and referral;
21 monitoring service delivery to ensure Participant access to service and the service delivery system;
22 monitoring of the Participant's progress; and plan development.

23 h. Therapy means a service activity which is a therapeutic intervention that focuses
24 primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered
25 to an individual or group of Participants which may include family therapy in which the Participant is
26 present.

27 64. MHP means COUNTY as the MHP Manager with COUNTY clinics as well as COUNTY
28 contracted clinics, including CONTRACTOR, being providers in the Plan.

29 65. Milestones of Recovery Scale (MORS) refers to a Recovery scale that COUNTY uses in
30 Adult and Older Adult Behavioral Health programs. The scale assigns Clients to their appropriate level
31 of care and replaces diagnostic and acuity of illness-based tools.

32 66. Network Provider means mental health service providers credentialed and under contract
33 with CONTRACTOR. Such providers may be individual practitioners, provider groups, or clinics.

34 67 NOABD means Notice of Adverse Benefit Determination and is a Medi-Cal requirement
35 defined to mean any of the following actions taken by a Plan: 1) The denial or limited authorization of a
36 requested service, including determinations based on the type or level of service, medical necessity,
37 appropriateness, setting, or effectiveness of a covered benefit; 2) The reduction, suspension, or termination

1 of a previously authorized service; 3) The denial, in whole or in part, of payment for a service; 4) The
2 failure to provide services in a timely manner; 5) The failure to act within the required timeframes for
3 standard resolution of grievances and appeals; and 6) The denial of a beneficiary's request to dispute
4 financial liability. (NOABD), as outlined in California Code of Regulations Title 9 Chapter 11 Section
5 1850.210 and Title 22, Section 50179 means to provide formal written notification via hand-delivery or
6 mail to Medi-Cal Beneficiaries and faxed or mailed to ADMINISTRATOR when services are denied,
7 modified, reduced, delayed, suspended or terminated as specified by State standards.

8 68. NPI means National Provider Identifier and refers to the standard unique health identifier that
9 was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered
10 healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in
11 HIPAA standard transactions. The NPI is assigned for life.

12 69. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
13 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider
14 as set forth in the HIPAA.

15 70. Outreach means the face-to-face contact with potential Participants to link them to
16 appropriate behavioral health services and may include activities that involve educating the community
17 about the services offered and requirements for participation in the programs.

18 71. Out-of-County means any California county other than Orange County or border community.

19 72. Participant Advocacy means the provision of education and Referral services to assist
20 Participants in getting appropriate care and services.

21 73. Patients' Rights Advocacy means the group responsible for providing outreach and
22 educational materials to inform Clients about their rights and remedies in receiving mental health
23 treatment; representing Client' interests in fair hearings, grievances and other legal proceedings related to
24 the provision of services; and monitoring mental health programs for compliance with patients' rights
25 legal standards as the designee of the Local Mental Health Director.

26 74. PHI means protected health information, which is individually identifiable health information
27 usually transmitted by electronic media maintained in any medium as defined in the regulations or for an
28 entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by
29 a covered entity and relates to the past, present, or future physical or mental health or condition of an
30 individual, provision of health care to an individual, or the past, present, or future payment for health care
31 provided to an individual.

32 75. PII means personally identifiable information, which is any information that could be readily
33 used to identify a specific person, including but not limited to: name, address, telephone number, email
34 address, driver's license number, Social Security number, bank account information, credit card
35 information, or any combination of data that could be used to identify a specific person, such as a birth
36 date, zip code, mother's maiden name and gender.

37 //

1 76. Presentation/Speaking Engagement means structured, culturally-appropriate behavioral
2 Health Education and prevention activities directed to Participants.

3 77. Primary Source Verification means procedures for the review and direct verification of
4 credentialing information submitted by care providers, including, but not limited to, confirmation of
5 references, appointments, and licensure.

6 78. Program Director means an individual who is responsible for all aspects of administration
7 and clinical operations of the behavioral health program, including development and adherence to the
8 annual budget. This individual also is responsible for the following: hiring, development and performance
9 management of professional and support staff, and ensuring mental health treatment services are provided
10 in concert with COUNTY and state rules and regulations.

11 79. Program Protocol means the written program description, goals, objectives, and policies
12 established by CONTRACTOR for the provision of services in the Contract.

13 80. Psychiatrist means an individual who meets the minimum professional and licensure
14 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience
15 treating children and TAY.

16 81. Quality Improvement (QI) means the use of interdisciplinary teams to review performance
17 measures to identify opportunities for improvement. The teams use participatory processes to analyze and
18 confirm causes for poor performance, design interventions to address causes, implement interventions,
19 and measure improvement. Successful improvements are then implemented wherever appropriate. Where
20 interventions are unsuccessful, the team again addresses the causes and designs new interventions until
21 improvements are achieved.

22 82. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
23 one percent (1%) of all “high-risk” Medi-Cal recipients in order to monitor and evaluate the quality and
24 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
25 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
26 the cases.

27 83. Referral means when an individual receives information or contacts for services or programs,
28 or an unsuccessful Linkage attempt.

29 84. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6
30 of the California Business and Professions Code, who can provide clinical services to the Clients served.
31 The license must be current and in force, and has not been suspended or revoked.

32 85. Residential Counselor means an individual in a paid position who has a High School Diploma
33 or General Educational Development Certificate (GED) and two (2) years’ experience working in a paid
34 position in the mental health field.

35 86. Resilience means the personal qualities of optimism and hope and the personal traits of good
36 problem solving skills that lead individuals to live, work and learn with a sense of mastery and
37 competence.

1 87. Resource Recommendation means the process of providing a Client with one or more
2 suggested resources, without plans and/or an ability to follow up on Linkage status.

3 88. Retrospective Review means determination of the appropriateness or necessity of services
4 after they have been delivered, generally through the review of the medical or treatment record.

5 89. SafeTALK means an approximately three (3)-hour long Training designed for everyone in
6 the community and is designed to ensure that persons with thoughts of suicide are connected to helpers
7 who are prepared to provide first aid interventions. SafeTALK is designed to be used in organizations
8 and communities where there are already ASIST-Trained caregivers.

9 90. Self-Referral means when a Participant or family member directly contacts a service provider
10 with the goal of receiving services for themselves or a family member, regardless of Linkage status.

11 91. Seriously Emotionally Disturbed (SED) means children or adolescent minors under the age
12 of eighteen (18) years who have a behavioral health disorder, as identified in the most recent edition of
13 the DSM and/or the ICD 10, other than a primary substance use disorder or developmental disorder, which
14 results in behavior inappropriate to the child's age according to expected developmental norms.

15 92. Service Authorization means the determination of appropriateness of services prior to the
16 services being rendered, based upon medical or service necessity criteria. This includes the authorization
17 of outpatient services authorized by CONTRACTOR.

18 93. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health
19 disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which
20 interferes substantially with the primary activities of daily living, and which may result in an inability to
21 maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for
22 a long or indefinite period of time. W&I 5600.3.

23 94. Soft Token means the security device which allows an individual user to access COUNTY's
24 computer-based IRIS.

25 95. SRAS means, Suicide Rating Assessment Scale, a nationally-recognized practice guidelines,
26 which contain incorporation of the four (4) core principles--Suicidal Desire, Suicidal Capability, Suicidal
27 Intent and Buffers along with the subcomponents in the development of a suicide risk Assessment
28 instrument.

29 96. Structured Therapeutic Activities mean organized program activities that are designed to
30 meet treatment goals and objectives for increased social responsibility, self-motivation, and integration
31 into the larger community. Such activities would include participation in the social structure of the
32 residential program. It includes the Client's progression, with increasing levels of responsibility and
33 independence through job and other assignments culminating in employment seeking and employment
34 initiating activities in the community.

35 97. Supervisory Review means ongoing clinical case reviews in accordance with procedures
36 developed by ADMINISTRATOR to determine the appropriateness of Diagnosis and treatment and to
37 //

1 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory
2 review is conducted by the program/clinic administrator or designee.

3 98. Support Group means a group consisting of eight (8) to twelve (12) people, led by a therapist
4 and a co-facilitator/survivor, who provide one another with unconditional support, information, and skills
5 to cope with the psychological stressors and/or loss associated with attempted or completed suicide.

6 99. Training means the action or method used to transfer skills and/or knowledge to a target
7 audience.

8 100. Train the Trainer means the process of where an individual or group passes on the skills,
9 knowledge, and abilities of course work to others so they may become educators, coaches, tutors, mentors
10 etc. to disseminate information, material, and skills to others.

11 101. Trauma-Exposed Individuals means those who are exposed to traumatic events or
12 prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to
13 seek help from any traditional behavioral health service.

14 102. TSC means Telephone Support Counseling where survivors, who have completed an
15 eight (8)-week group, three (3)-hour SafeTalk Training, and a half-day of telephone support Training with
16 role play, would be matched up with other survivors, who have experienced a similar loss, for the purpose
17 of support.

18 103. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
19 determining an individual's annual liability for Mental Health Services received from COUNTY mental
20 health system and is set by the State of California. Every Client seen in any COUNTY or COUNTY-
21 contracted program needs an UMDAP regardless of contract payment structure, whether the Contract is
22 actual cost based or fee for service.

23 104. Unduplicated Participant means an individual who is counted only once, despite how
24 many services the individual is enrolled in during each period as specified in the Referenced Contract
25 Provisions of the Contract.

26 105. Unit of Service means the number and/or type of activities CONTRACTOR will fulfill
27 during the term of the Contract.

28 106. Utilization Management Program means the infrastructure required to carry out the
29 concurrent review services according to this Contract, including, but not limited to, policies and
30 procedures, request staffing and information systems.

31 107. Wellness Action & Recovery Plan (WRAP) means a self-help technique for monitoring
32 and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of
33 life.

34 108. Warm Hand-off means the process to allow for in-person (or Telehealth/telephonic, if
35 clinically appropriate) care coordination and behavioral health linkages. For transitions of care, the warm
36 handoff is the first step in establishing a trusted relationship between the Client and the new care provider
37 to ensure seamless service delivery and coordination.

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

3
 4 **II. BUDGET**

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

	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	
ADMINISTRATIVE COST		
Indirect Costs	\$ 215,217	\$ 215,217
SUBTOTAL	\$ 215,217	\$ 215,217
ADMINISTRATIVE COST		
PROGRAM COST		
Salaries	\$ 1,048,020	\$ 1,048,020
Benefits	209,604	209,604
Services and Supplies	157,159	157,159
Subcontractors	<u>20,000</u>	<u>20,000</u>
SUBTOTAL PROGRAM	\$ 1,434,783	\$ 1,434,783
COST		
TOTAL GROSS COST	\$1,650,000	\$1,650,000
REVENUE		
MHSA	<u>\$1,650,000</u>	<u>\$1,650,000</u>
TOTAL REVENUE	\$1,650,000	\$1,650,000
TOTAL AMOUNT NOT	\$1,650,000	\$1,650,000
TO EXCEED		

31
 32 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 33 between budgeted line items for the purpose of meeting specific program needs or for providing continuity
 34 of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by
 35 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
 36 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative
 37 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual

1 impact of the shift as may be applicable to the current contract period and/or future contract periods.
2 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
3 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
4 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
5 may result in disallowance of those costs.

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

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

13
14 **III. PAYMENTS**

15 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services
16 each month. All payments are interim payments only and subject to Final Settlement in accordance with
17 the Cost Report Paragraph of the Contract, which provides that CONTRACTOR shall be paid for
18 CONTRACTOR’s actual cost of providing services hereunder, provided the total of such payments does
19 not exceed COUNTY’s Amount Not to Exceed as specified in the Referenced Contract Provisions of the
20 Contract and CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal
21 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for
22 which the actual amounts have not been fully paid.

23 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue
24 Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall
25 use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

26 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the actual
27 amount payments for providing services exceed the year-to-date Amount Not to Exceed,
28 ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference
29 between the year-to-date actual amount payments to CONTRACTOR and the year-to-date Amount Not
30 to Exceed.

31 B. CONTRACTOR’s invoices shall be on a form approved or supplied by ADMINISTRATOR and
32 provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) day
33 of each month. Invoices received after the due date may not be paid within the same month. Payments to
34 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
35 the correctly completed invoice.

36 //
37 //

1 C. All invoices to COUNTY shall be supported at CONTRACTOR's facility, by source
2 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
3 canceled checks, receipts, receiving records, and records of services provided.

4 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
5 any provision of the Contract.

6 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
7 and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically
8 agreed upon in a subsequent contract.

9 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
10 Payments Paragraph of this Exhibit A to the Contract.

11 **IV. REPORTS**

12 **A. FISCAL**

13
14 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
15 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR
16 and shall report actual costs and revenues for CONTRACTOR's program described in the Services
17 Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations to any approved
18 budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on
19 the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance.
20 Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following
21 the end of the month being reported.

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

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

33 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
34 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall
35 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings
36 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the
37 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not

1 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve
2 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th)
3 calendar day following the end of the month being reported.

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

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

10
11 **V. SERVICES**

12 **A. FACILITIES**

13 1. CONTRACTOR shall maintain facilities for the provision services described herein at the
14 following locations or any other location approved, in advance, in writing, by ADMINISTRATOR.

15
16 2000 E. 4th Street, Ste 201
17 Santa Ana, CA 92705
18

19 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
20 9:00 a.m. – 5:00 p.m. throughout the year and maintain the capability to provide services in the evening
21 hours until 8:00 p.m. and on weekends in order to accommodate Participants unable to access services
22 during regular business hours.

23 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule
24 unless otherwise approved in writing by ADMINISTRATOR.

25 4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the
26 Secretary of HHS under HIPAA of 1996 for health care providers.

27 B. CONTRACTOR shall provide county-wide specialty mental health Suicide and Self-Harm
28 Reduction Services to anyone who has or is experiencing thoughts of self-harm or suicide, including those
29 who have survived a suicide attempt and/or who have been discharged from a higher level of care.
30 Additional services shall also be available for family members or loved ones who have experienced a loss
31 due to suicide. Services shall include a comprehensive system of mental health and peer-based support
32 that forms a critical and specialized resource for Orange County residents who are identified to be at their
33 most vulnerable point. These services shall include evidence-based individual and family therapy, group
34 interventions, and peer support for anyone impacted by suicide. Services shall focus on factors that
35 promote resilience, address issues of stigma and shame, and reduce continued risk of self-harm and
36 suicide.

37 //

1 1. CONTRACTOR shall provide culturally and linguistically appropriate Suicide and Self-
 2 Harm Behavior Reduction Services to Orange County residents that are consistent with the County BHSA
 3 Plan.

4 C. SUICIDE AND SELF-HARM REDUCTION SERVICES – Services shall include, but not be
 5 limited to, the following:

6 1. CONTRACTOR shall screen a minimum of three hundred fifty (350) Orange County
 7 residents experiencing thoughts of self-harm or suicide, including those who have survived a suicide
 8 attempt and family members or loved ones who have experienced a loss due to suicide, and shall provide
 9 intervention and support for no less than two hundred fifty (250) of those screened. Services shall include
 10 evidence-based intervention strategies to reduce risk of self-harm and suicide, strengthen resilience by
 11 building protective factors and address issues of stigma, guilt and shame. The interventions utilized by
 12 CONTRACTOR for the 250 participants receiving clinical services, shall be provided at a frequency and
 13 duration that meets the needs of the participants serviced, while ensuring that the clinicians and peers
 14 maintain a productivity rate that is no less than sixty (60) percent. It is the responsibility of
 15 CONTRACTOR to ensure that the caseload size for clinicians and peers is sufficient to maintain these
 16 productivity levels. The evidence-based interventions shall include but not be limited to Cognitive
 17 Therapy for Suicide Prevention, SAFETY-A, SAFETY-B, Dialectical Behavioral Therapy, Cognitive
 18 Behavioral Therapy, Lethal Means Counseling, Safety Plan Intervention. The interventions should be
 19 tailored to the needs of the individuals served, with sufficient intervention options to ensure that the
 20 interventions utilized are aligned with the clinical needs of each individual. Services shall include, but not
 21 be limited to, screenings, assessment, individual, family and group support sessions, case management,
 22 peer support, and referrals for follow-up care as needed. CONTRACTOR shall also provide community-
 23 based loss response support for family members or loved ones who have experienced a loss due to
 24 suicide.

25 a. Screenings and Assessment: CONTRACTOR shall conduct face-to-face or phone-based
 26 screenings to support access to services and resources that best fit the needs of community members
 27 experiencing suicidal risk or a loss due to suicide. CONTRACTOR shall also conduct face-to-face
 28 assessments using evidence-based assessment tools, administered by trained clinical staff, in order to
 29 establish treatment needs, individualized treatment goals, and appropriate intervention strategies.
 30 Additionally, CONTRACTOR shall ensure that an individualized safety plan is established at the time of
 31 assessment. CONTRACTOR shall provide no less than a total of three hundred fifty (350) screenings and
 32 two hundred fifty (250) assessments.

33 b. Individual and Family Sessions: CONTRACTOR shall provide no less than one thousand
 34 two hundred (1,200) individual or family therapy sessions, for a minimum of one hundred fifty (150)
 35 unduplicated participants, utilizing evidence-based treatment protocols established to support suicidal
 36 risk. Family sessions shall have a single family member identified as the primary participant, who will be
 37 //

1 included in the established units of service as the unduplicated participant. Treatment protocols should be
2 individualized to ensure the unique needs of the participant are efficiently and effectively managed.

3 c. Support Groups: CONTRACTOR shall provide a minimum of 120 support groups
4 sessions, for no less than 100 eligible participants. Support groups will be confidential, culturally
5 appropriate, be available in multiple languages, and use evidence-based interventions, and/or promising
6 practice curriculum. Intervention protocols and curriculum used within the support groups shall be
7 reviewed and approved by ADMINISTRATOR prior to implementation. Changes in treatment protocols
8 for the support groups shall also be reviewed and approved by ADMINISTRATOR prior to
9 implementation.

10 1) CONTRACTOR shall provide 60 support group sessions for no less than 50
11 unduplicated individuals who have survived a suicide attempt (SOSA) or those with persistent suicidal
12 thoughts presenting with elevated and ongoing risk of suicide.

13 2) CONTRACTOR shall also provide 60 support group sessions for no less than 50
14 unduplicated individuals who have experienced a loss due to suicide (SAS).

15 3) CONTRACTOR shall ensure that support group services are provided by a peer
16 and/or clinician trained to support the specialized needs of the population served within the groups.

17 4) CONTRACTOR shall ensure that those group participants who complete the support
18 groups, are provided with the opportunity to attend monthly drop-in support groups for continued support
19 or for help through specific life events that may result in increased risk, vulnerability, or an exacerbated
20 grief response.

21 2. Case management: CONTRACTOR shall provide case management sessions to all enrolled
22 participants as clinically needed. Case management services shall be provided by either a clinician or
23 certified peer. Case management services shall be individualized, client-centered support designed to
24 promote stability, safety, and recovery for individuals at risk of suicide. These services involve a
25 coordinated approach to assess, plan, implement, and monitor care that addresses the participant's
26 behavioral health needs and social determinants of health. Key functions of case management services
27 shall include:

28 a. Comprehensive Assessment – Evaluating the individual's mental health status, suicide
29 risk, psychosocial factors, and unmet needs.

30 b. Care Planning – Developing a personalized service plan that includes safety planning,
31 treatment coordination, and crisis response strategies.

32 c. Service Coordination – Linking individuals to appropriate clinical and non-clinical
33 supports, such as mental health treatment, housing assistance, substance use services, benefits support,
34 and community-based resources.

35 d. Monitoring and Follow-Up – Maintaining regular contact with the individual to monitor
36 progress, assess ongoing risk, update care plans, and ensure follow-through with recommended services.

37 //

1 e. Advocacy and Support – Supporting the individual in navigating complex systems of
2 care, reducing barriers to service engagement, and empowering self-advocacy and recovery.

3 3. Peer support: CONTRACTOR shall provide peer support to enrolled clients as needed. The
4 peer support services shall be integrated into the clinical services provided for Orange County residents.
5 Peer support services shall be provided independently or in conjunction with services provided by
6 clinicians, dependent on the needs of the individuals served. Peer support services shall be recovery-
7 oriented support provided by individuals with lived experience of mental health challenges, suicidal
8 ideation, or suicide loss who have successfully navigated their own journey toward healing. Peer support
9 shall be provided by certified peer specialists, fostering connection, reducing isolation and stigma, and
10 promoting hope. Peer support may be provided to participants individually and in a group setting. The
11 key components of the peer services shall include:

12 a. Emotional Support and Connection – Offering non-clinical, empathetic support from
13 someone who has “been there,” creating a sense of belonging and understanding that can be critical for
14 individuals who are at-risk of suicide.

15 b. Hope and Empowerment – Modeling recovery and resilience by sharing lived experience
16 in a way that inspires hope and encourages individuals to engage in their own healing.

17 c. Navigation and Resource Linkage – Assisting individuals in accessing behavioral health
18 services, community supports, and crisis resources, helping to overcome barriers related to stigma,
19 mistrust, or systemic complexity.

20 d. Safety and Wellness Planning – Collaborating with individuals to develop and reinforce
21 personal wellness strategies and safety plans, emphasizing self-determination and strengths.

22 e. System Advocacy – Helping individuals understand their rights and empowering them
23 to advocate for their needs within the healthcare or social services system.

24 4. Loss Response: CONTRACTOR, upon request from community members, schools, law
25 enforcement, or other community agencies, shall offer community support and resource referrals to
26 individuals impacted by a loss due to suicide. Support can include face-to-face meetings, phone support,
27 or debriefing sessions with individuals, family members, students, teachers, agency or school staff, or any
28 other community member or organization affected by a suicide attempt or loss due to suicide.
29 CONTRACTOR shall provide a minimum of fifty (50) loss support activities to at least thirty (30)
30 unduplicated participants.

31 a. CONTRACTOR shall recruit a team of a minimum of ten (10) peer volunteers, with lived
32 experience, who are trained to provide compassionate listening and support to community members who
33 experience a loss due to suicide.

34 b. CONTRACTOR shall ensure that the peer volunteers have ongoing training and
35 supervision that will effectively prepare and support them as they offer loss support to Orange County
36 community members.

37 //

1 c. CONTRACTOR shall establish an advisory group to inform and establish community
2 needs relating to loss support, ensure stakeholder input in meeting community need, and coordinate the
3 activities of the loss response volunteers with community responders involved with and supporting County
4 wide response to suicide loss.

5 5. CONTRACTOR shall ensure that all Participants engaged through loss support activities are
6 directed to an appropriate level of intervention (enrollment, services, referral, and linkage).

7 6. CONTRACTOR shall ensure that all services are provided by qualified staff with the
8 necessary training and experience required to serve in their identified roles.

9 7. CONTRACTOR shall maintain the ability to develop and utilize peers who are
10 knowledgeable about the needs of Participants.

11 8. CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of
12 services.

13 a. A trauma-informed approach includes an understanding of trauma and an awareness of
14 the impact it can have across settings, services, and populations; it involves viewing trauma through an
15 ecological and cultural lens and recognizing that context plays a significant role in how individuals
16 perceive and process traumatic events; and it involves four key elements:

17 1) Realizes the widespread impact of trauma and understands potential paths for
18 recovery;

19 2) Recognizes the signs and symptoms of trauma in Participants, families, staff, and
20 others involved with the system;

21 3) Responds by fully integrating knowledge about trauma into policies, procedures, and
22 practices; and

23 4) Seeks to actively resist re-traumatization.

24 b. Trauma-informed care refers to a strengths-based service delivery approach that is
25 grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical,
26 psychological, and emotional safety for both providers and individuals served, and creates opportunities
27 for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is
28 built on the following core values and principles:

29 1) Safe, calm, and secure environment with supportive care

30 2) System wide understanding of trauma prevalence, impact, and trauma-informed care

31 3) Cultural competence

32 4) Consumer voice, choice, and self-advocacy

33 5) Recovery, client-driven, and trauma specific services

34 6) Healing, hopeful, honest, and trusting relationships

35 9. Stakeholder and Community Engagement Activities – CONTRACTOR shall conduct a
36 minimum of 50 stakeholder and community engagement activities throughout Orange County in order to
37 facilitate connection and partnership with other Orange County stakeholders and agencies to enhance the

1 efficiency and effectiveness of services provided under the established contract, and the needs of
 2 community members served through this Contract. The stakeholder community engagement activities
 3 conducted shall be provided to various populations in Orange County, including but not limited to
 4 LGBTQ+ community members, transitional-aged youth, veterans, middle aged and older white males,
 5 and vulnerable community members representing diverse populations to ensure referral relationships with
 6 community partners and stakeholders are built and maintained. These activities might include community
 7 suicide prevention trainings, tabling events, facilitating/participating in advisory groups for loss response
 8 services, participating in relevant community collaborative meetings, media and social
 9 media engagement, or other effective strategies and activities that have been reviewed and approved by
 10 ADMINISTRATOR.

11 10. CONTRACTOR shall attend in-person meetings of the Orange County Crisis Intervention
 12 Training Team (CIT) Steering Committee and Orange County Community Suicide Prevention Coalition
 13 (CSPC) workgroups. Virtual attendance to hybrid format meetings may be an option and will need prior
 14 authorization from ADMINISTRATOR.

15 11. CONTRACTOR shall attend additional community meetings related to the Orange County
 16 crisis network, support and services, at the request of ADMINISTRATOR, with mutual advanced
 17 agreement.

18 12. CONTRACTOR shall ensure that the activities conducted meet the cultural and linguistic
 19 needs of the communities served.

20 13. CONTRACTOR shall ensure that the activities conducted are open and available to all
 21 Orange County community members, including those who may be most vulnerable or significantly
 22 impacted by suicide risk and loss.

23 14. CONTRACTOR shall ensure that a reliable and responsive referral process is established in
 24 support of rapid access to services and care. Service inquiries from community members, schools,
 25 community partners, or other agencies, shall receive a response in no more than 24 hours. Any crisis
 26 response should receive follow-up within the same business day. The follow-up response should ensure
 27 that risk of harm to self or others is evaluated, and appropriate action is taken to support the safety and
 28 wellbeing of the community member. The response may include, but not be limited to, enrollment, or
 29 referral and linkage.

30 15. CONTRACTOR shall ensure discharge of Participants from the program is determined based
 31 on clinical progress and medical need.

32 16. CONTRACTOR shall provide appropriate referrals and linkage to community resources that
 33 align with the individualized needs of the Participants served, at time of discharge.

34 17. CONTRACTOR shall have an identified staff who shall:

35 a. Complete ongoing chart review of Participant charts regarding clinical documentation
 36 and ensure all charts are in compliance with medical necessity and Medi-Cal chart standards;

37 //

1 b. Provide clinical support and training to CONTRACTOR staff on chart documentation
2 and treatment plans;

3 c. Become a certified reviewer by ADMINISTRATOR's Authority and Quality
4 Improvement Services (AQIS) unit within six months from the start of the Contract;

5 d. Oversee all aspects of the clinical services;

6 e. Coordinate with in-house clinicians regarding Client treatment issues, professional
7 consultations, ethical considerations, or other treatment needs; and

8 f. Participate in program development and discuss with other staff regarding difficult cases
9 and psychiatric emergencies.

10 18. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in
11 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all
12 chart documentation complies with all Federal, State and local guidelines and standards. CONTRACTOR
13 shall ensure that all chart documentation is completed within the appropriate timelines. CONTRACTOR
14 shall input all IRIS data following ADMINISTRATOR's P&Ps. All
15 statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available,
16 and if applicable.

17 19. CONTRACTOR shall input all IRIS data following ADMINISTRATOR's P&Ps. All
18 statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available,
19 and if applicable.

20 20. CONTRACTOR shall review Participant charts ensuring compliance with
21 ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

22 21. CONTRACTOR shall ensure compliance with workload standards and productivity.

23 22. CONTRACTOR shall comply with ADMINISTRATOR's guidelines and procedures.

24 23. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
25 service provided under the Contract to individuals who are covered by Medi-Cal and have not previously
26 received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the
27 NPP for COUNTY, as the MHP, to any individual who received services under the Contract.

28 24. CONTRACTOR shall attend meetings as requested by COUNTY including, but not limited
29 to:

30 a. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any
31 aspect of clinical care.

32 b. Monthly COUNTY management meetings with ADMINISTRATOR to discuss
33 contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily
34 in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory
35 progress, compliance with P&P's, review of statistics and clinical services; and

36 c. Collaborative meetings to address various aspects of Participant care including, but not
37 limited to, data meetings, BHSA, etc.

1 25. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State
2 and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is
3 completed within the appropriate timelines.

- 4 a. Admission Criteria and Admission Procedure
- 5 b. Assessments and Individual Service Plans
- 6 c. Crisis Intervention/Evaluation
- 7 d. Treatment and Evidence-Based Intervention Protocols
- 8 e. Handling Unplanned Discharges
- 9 f. Community Integration/Case Management/Discharge Planning
- 10 g. Documentation Standards
- 11 h. Quality Management/Performance Outcomes
- 12 i. Personnel/In-service Training
- 13 j. Unusual Occurrence Reporting
- 14 k. Code of Conduct/Compliance/HIPAA standards and Compliance
- 15 l. Mandated Reporting

16 26. CONTRACTOR shall provide initial and on-going training and staff development that
17 includes, but is not limited to, the following:

- 18 a. Orientation to the program's goals and P&Ps
- 19 b. Training on subjects as required by State regulations
- 20 c. Recovery philosophy, client empowerment and strength-based services
- 21 d. Crisis intervention and de-escalation
- 22 e. Safety planning
- 23 f. Evidence-based practices
- 24 g. Trauma-informed care
- 25 h. Professional. Boundaries
- 26 i. Cultural Competency
- 27 j. Other clinical staff training

28 27. CONTRACTOR shall provide effective administrative management of the budget, staffing,
29 recording, and reporting portion of the Contract with COUNTY, including but not limited to the following.
30 CONTRACTOR must ensure that all staff possesses the qualifications and capacity to perform all
31 delegated responsibilities associated with their roles.

- 32 a. Designate the responsible position(s) in your organization for managing the funds
33 allocated to this program;
- 34 b. Maximize the use of the allocated funds;
- 35 c. Ensure timely and accurate reporting of monthly expenditures;
- 36 d. Maintain appropriate staffing levels;
- 37 e. Request budget and/or staffing modifications to the Contract;

- f. Effectively communicate and monitor the program for its success;
- g. Track and report expenditures electronically;
- h. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and
- i. Act quickly to identify and solve problems.

28. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

D. CONTRACTOR shall ensure that all services provided for Medi-Cal eligible participants are billed for through the IRIS system, provided at no cost by COUNTY. Funds collected through billable services will be utilized to offset and reimburse BHSA funding to COUNTY.

E. CONTRACTOR shall ensure that all Participants with private insurance are referred to services available through their insurance provider. CONTRACTOR may provide non-billable services for all Participants meeting enrollment criteria, regardless of insurance coverage. CONTRACTOR may also provide billable services under contract with third party insurance providers. BHSA funding may not be used to cover the cost of any billable services covered by a third-party insurance provider, with the exclusion of a Medi-Cal insurance plan.

F. CONTRACTOR shall establish contracts with third-party insurance providers to ensure that specialized resources are available for all community members who are at risk of suicide or self-harm, regardless of their insurance coverage, and that COUNTY is the payor of last resort.

G. UNITS OF SERVICE

1. CONTRACTOR shall, at a minimum, achieve the following Units of Service. The total number of Unduplicated Participants served shall include all program Participants including those in Outreach presentations in the community, Training events, and individual/group support activities. CONTRACTOR will also track additional items as mutually agreed upon with ADMINISTRATOR.

	ANNUAL UNITS OF SERVICE
SUICIDE PREVENTION AND SUPPORT SERVICES	
Individuals Screened	350
Assessments Completed	250
Unduplicated Individuals Receiving Clinical Services	250
Individual Sessions	
Unduplicated Individuals Served – Individual Sessions	150
Number of Individual Sessions Provided	1200
Group Sessions	
Number of Support Groups Sessions Conducted (Suicide Loss	60

1	Groups)	
2	Unduplicated Individuals Served – Suicide Loss Groups	50
3	Number of Support Groups Sessions Conducted (Self-	
4	Harm/Suicidal Ideation/Suicide Attempt Survivor Group)	60
5	Unduplicated Individuals Served – Self-Harm/Suicidal	
6	Ideation/Suicide Attempt Survivor Group	50
7	Loss Response Team Services	
8	Loss Response Services Provided	50
9	Unduplicated Individuals Served – Loss Response/Loss Support	
10	Services	30
11	Loss Response Volunteers Recruited and Trained	10
12		
13	Outreach Activities	
14	Stakeholder and Community Engagement Activities Conducted	50

16 H. Performance Outcomes - CONTRACTOR shall be required to achieve Performance Outcome
 17 Objectives and track and report Performance Outcome Objective statistics in monthly programmatic
 18 reports at the direction of ADMINISTRATOR.

19 1. CONTRACTOR shall track and monitor the number of Participants receiving services in
 20 alignment with the Units of Service expectations identified in the Contract.

21 2. CONTRACTOR shall develop a system to track and record demographic data, including but
 22 not limited to the following: number of individuals served based on age groups; race and ethnicity; primary
 23 language; their sexual orientation including lesbian, gay, bisexual, transgender, questioning, and intersex
 24 (LGBTQI), veterans, and disability status.

25 3. CONTRACTOR shall utilize validated and reliable measures and tools to track and monitor
 26 indicators of clinical symptomology and progress through the course of care for the individuals served.
 27 CONTRACTOR shall establish these measures with ADMINISTRATOR review and approval.

28 4. CONTRACTOR will also track additional items as mutually agreed upon with
 29 ADMINISTRATOR.

30 5. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data,
 31 which would be entered and analyzed for Participant’s level of satisfaction as appropriate, program
 32 management, and quality improvement purposes. CONTRACTOR shall track and implement
 33 ADMINISTRATOR approved and recommended outcome measures across all services. The tools
 34 established to track clinical progress and outcomes should be administered prior to the initiation of
 35 treatment, at clinically appropriate intervals through the course or treatment, and at the time of discharge
 36 from treatment. In addition, CONTRACTOR shall utilize a data collection system for tracking Participant
 37 Enrollment, demographics, and service utilization. CONTRACTOR shall provide ADMINISTRATOR

1 with monthly data reports or as needed upon request, using an approved satisfaction survey. A majority
2 of individuals served shall report satisfaction with services received.

3 6. CONTRACTOR shall measure the impact of Suicide and Self-Harm Reduction Services by
4 measuring the following:

5 a. Improvement in coping with suicidal risk - A minimum of 80 percent of enrolled
6 participants presenting with suicidal ideation will demonstrate improvement in their ability to manage and
7 cope with suicidal thoughts.

8 b. Reduction in depressive symptoms - A minimum of 80 percent of enrolled participants
9 presenting experiencing symptoms of depression will demonstrate a decrease in depressive symptoms.

10 c. Improvement in coping with symptoms of grief and loss - A minimum of 80 percent of
11 enrolled participants presenting coping with grief and loss will demonstrate an improvement in their
12 ability to manage symptoms of grief.

13 d. Access to care for loss survivors - A minimum of 50 percent of individuals engaged by
14 the Loss teams will request follow-up support.

15 e. Reduction in psychiatric hospitalization – At least 80 percent of participants presenting
16 with suicidal ideation will be able to maintain community-based treatment, not requiring psychiatric
17 hospitalization.

18 7. CONTRACTOR shall track and report Performance Outcome Measures as required by State,
19 COUNTY, and/or BHSA.

20 8. CONTRACTOR shall certify the accuracy of their outcome data. Outcome data must be
21 entered into an approved data collection system that is submitted to COUNTY monthly.

22 9. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR,
23 develop, modify, and incorporate different/additional outcome measurements, as approved by
24 ADMINISTRATOR.

25 10. CONTRACTOR shall conduct on-going Evaluations of the services provided and provide
26 analysis to ADMINISTRATOR on a regular basis and in a format agreeable to both parties.

27 11. The data collection system used must be approved by ADMINISTRATOR in order to meet
28 COUNTY reporting needs. CONTRACTOR must also provide a separate file comprised of required data
29 elements that are provided by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR
30 shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow
31 accessibility to view, run, print, and export Participant records/reports).

32 12. CONTRACTOR shall develop a P&P regarding Data Certification and submit to
33 ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

34 13. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no
35 later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not
36 been approved after thirty (30) calendar days from the start of the Contract, the Certification of Accuracy
37 //

1 of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be
2 deemed out of compliance with the terms and conditions of the Contract.

3 14. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the
4 Data Certification P&P. CONTRACTOR shall provide signature confirmation of the Data Certification
5 P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

6 15. CONTRACTOR shall have an identified individual who shall:

7 a. Review the approved data collection database for accuracy and to ensure that each field
8 is completed;

9 b. Develop processes to ensure that all required data forms are completed and updated when
10 appropriate;

11 c. Review the approved data collection system reports to identify trends, gaps and quality
12 of care;

13 d. Submit monthly approved data collection system reports to ADMINISTRATOR by the
14 tenth (10th) calendar day of every month for review and return within two (2) weeks with identified
15 corrections;

16 e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is
17 correct; and

18 f. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the
19 tenth (10th) calendar day of every month.

20 16. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit
21 Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are
22 denied, reduced, or terminated as specified by State standards. CONTRACTOR shall review these
23 standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide
24 the adverse benefit determination made by CONTRACTOR as well as a clear and concise explanation of
25 the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate
26 NOABD as determined by State standards. Examples include but are not limited to:

27 a. Termination NOABD: If a Participant drops out of treatment, is missing, or admitted to
28 an institution where he or she is ineligible for further services (e.g., long term incarceration or
29 hospitalization).

30 b. Delivery Systems NOABD: If a Participant does not meet medical necessity criteria for
31 specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer
32 referrals to the appropriate services.

33 17. CONTRACTOR shall train staff to utilize COUNTY's Access Log as the first point of
34 contact for Participant attempting to access Specialty Mental Health Services. CONTRACTOR shall
35 complete the Access Log accurately and as required, including information such as Type of Contact,
36 Outcome of Contact, and instances where Participants are in need of Crisis Services.

37 //

1 I. CONTRACTOR shall submit all purchase requests for marketing and promotional items to
2 ADMINISTRATOR for review and approval, prior to the purchase of these items. CONTRACTOR
3 shall also ensure that all marketing material developed as part of this Contract is reviewed and approved
4 by ADMINISTRATOR prior to their distribution.

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

7 8 **VI. STAFFING**

9 A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
10 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
11 CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner
12 that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations.
13 Cultural and linguistic appropriateness shall be a continuous focus in the development of the
14 programming, recruitment, and hiring of staff that speak the same language and have the same cultural
15 background of the Participants to be serviced. This inclusion of COUNTY's multiple cultures will assist
16 in maximizing access to services. CONTRACTOR shall provide education and training to staff to address
17 cultural and linguistic needs of population served. Salary savings resulting from vacant positions may not
18 be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing,
19 in advance, by ADMINISTRATOR.

20 B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner
21 that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall
22 maintain documents of such efforts which may include, but not be limited to: records of participation in
23 COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in
24 multiple languages and formats, as appropriate; and descriptions of measures taken to enhance
25 accessibility for, and sensitivity to, individuals who are physically challenged.

26 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of
27 any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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

31 E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have
32 a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P
33 training for each staff member and place it in their personnel files.

34 F. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training,
35 Annual Compliance Training, and Annual Cultural Competency Training.

36 G. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices,
37 P&Ps, documentation standards, and any State and Federal regulatory requirements.

H. COUNTY 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&P's, documentation standards, and any State and Federal regulatory requirements.

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

Position	FTEs
Program Director	1.00
Assistant Program Director Research and Evaluation	0.05
Assistant Program Director	1.00
Lead Clinical Supervisor	0.50
Administrative Assistant	1.00
Research Analyst	0.45
Therapist I/II	5.50
Intake Counselor B/L	1.00
SPC QI Clinician	0.15
Medical Billing Specialist	0.20
Peer Support Specialist(s)	2.00
TOTAL PROGRAM STAFF	12.85
SUBCONTRACTOR	
Access California	0.10
Orange County Asian and Pacific Islander Community Alliance, Inc.	0.10
TOTAL SUBCONTRACTOR	0.20

J. Workload Standards – CONTRACTOR shall ensure that all licensed and certified staff employed in a role that requires engagement in billable client services meet the following minimum standards. Productivity percentages are based on a 40-hour work week and relate to expectations pertaining to billable time conducted within the week. Productivity should be based on a monthly average with holidays and time off, incorporated into total work time. A reduction in productivity for any service provider must be reviewed and approved by ADMINISTRATOR prior to changes in productivity expectations.

1. Clinical Supervisor(s) are expected to maintain a minimum of 30 percent productivity, no less than 8 billable hours per week per .6 FTE.

1 2. Intake Coordinator(s) are expected to maintain a minimum of 60 percent productivity, no less
2 than 24 billable hours per week per 1.0 FTE.

3 3. Clinician(s) are expected to maintain a minimum of 60 percent productivity, no less than 24
4 billable hours per week per 1.0 FTE.

5 4. Peer Support Specialist(s) are expected to maintain a minimum of 50 percent productivity,
6 no less than 20 billable hours per week per 1.0 FTE.

7 K. CONTRACTOR shall ensure that staff maintain a consistent caseload that will meet the
8 established expectations for billable service hours. The productivity requirements for each position may
9 be met through progressive growth and staffing increases as the program is implemented and developed.
10 Billing requirements shall be initiated upon ADMINISTRATOR providing the resources and training
11 required for billing to occur.

12 L. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns,
13 and volunteers as required by the respective governing licensing board such as Board of Behavioral
14 Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of
15 psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of
16 psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to
17 receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified
18 Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all
19 registered/waivered employees, interns and volunteers.

20 M. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of
21 ADMINISTRATOR.

22 1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
23 descriptions or work contracts.

24 2. An intern is an individual enrolled in an accredited graduate program accumulating clinically
25 supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable
26 graduate programs include all programs that assist the student in meeting the educational requirements in
27 becoming a LMFT, LCSW, LPCC, or a licensed Clinical Psychologist.

28 N. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total
29 services provided.

30 O. CONTRACTOR shall maintain personnel files for each staff member, including management and
31 other administrative positions, which shall include, but not be limited to, an application for employment,
32 qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate,
33 and evaluations justifying pay increases.

34 P. All HIPAA covered healthcare providers, individuals, and organizations must obtain a NPI for
35 use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36 Q. CONTRACTOR, including each employee that provides services under the Contract, shall obtain
37 a NPI upon commencement of the Contract or prior to providing services under the Contract.

1 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
2 ADMINISTRATOR, all NPI as soon as they are available.

3 R. ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for
4 appropriate individual staff to access HCA IRIS at no cost to CONTRACTOR.

5 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
6 a unique password. Tokens and passwords shall not be shared with anyone.

7 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
8 member to whom each is assigned.

9 3. CONTRACTOR shall indicate in the monthly staffing report the serial number of the Token
10 for each staff member assigned a Token.

11 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
12 conditions:

- 13 a. Each staff member who no longer supports the Contract;
- 14 b. Each staff member who no longer requires access to IRIS;
- 15 c. Each staff member who leaves employment of CONTRACTOR;
- 16 d. Token is malfunctioning; or
- 17 e. Termination of this Contract.

18 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require
19 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

20 6. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through acts
21 of negligence.

22 S. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training
23 prior to discharging duties associated with their responsibilities. This training shall ensure that
24 CONTRACTOR and COUNTY maintain compliance with prevailing standards of practice as well as
25 state and federal regulatory requirements.

26 T. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to
27 modify the Staffing Paragraph of this Exhibit A to the Contract.

28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

1 EXHIBIT B
 2 TO CONTRACT FOR PROVISION OF
 3 SUICIDE AND SELF-HARM REDUCTION SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 DIDI HIRSCH PSYCHIATRIC SERVICE
 8 DBA DIDI HIRSCH MENTAL HEALTH SERVICES
 9 AUGUST 1, 2025 THROUGH JUNE 30, 2026

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
 13 Definitions Paragraph of Exhibit A, B, and C to the Contract or in subparagraph B below, shall have the
 14 same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations
 15 at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter amended.
 16

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

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

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

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

33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 36 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
 37 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
5 manage the selection, development, implementation, and maintenance of security measures to protect
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of
7 that information.

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR
34 § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45
36 CFR § 160.103.

37 //

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.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

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.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

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.

//

1 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
 2 a time and manner to be determined by COUNTY, that information collected in accordance with the
 3 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of
 4 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

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

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

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

35 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
 36 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

37 //

1 b. CONTRACTOR does not enter into an amendment providing assurances regarding the
2 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
3 HIPAA, the HITECH Act, and the HIPAA regulations.

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

7 D. SECURITY RULE

8 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
9 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
10 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR
11 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR
12 shall develop and maintain a written information privacy and security program that includes
13 Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
14 CONTRACTOR's operations and the nature and scope of its activities.

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

19 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
20 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
21 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
22 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
23 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

24 a. Complying with all of the data system security precautions listed under subparagraphs
25 E, below;

26 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in
27 conducting operations on behalf of COUNTY;

28 c. Providing a level and scope of security that is at least comparable to the level and scope
29 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal
30 Automated Information Systems, which sets forth guidelines for automated information systems in
31 Federal agencies;

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

35 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it
36 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with
37 subparagraph E below and as required by 45 CFR § 164.410.

1 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
3 must have sufficient administrative, physical, and technical controls in place to protect that data, based
4 upon a risk assessment/system security review.

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

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

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

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

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

- 36 1) Upper case letters (A-Z)
- 37 2) Lower case letters (a-z)

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

27 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
28 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
29 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
30 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
31 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
32 access, file transfer, and E-Mail.

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

37 3. Audit Controls

1 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
2 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
3 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
4 COUNTY must have at least an annual system risk assessment/security review which provides assurance
5 that administrative, physical, and technical controls are functioning effectively and providing adequate
6 levels of protection. Reviews should include vulnerability scanning tools.

7 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
9 must have a routine procedure in place to review system logs for unauthorized access.

10 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
12 must have a documented change control procedure that ensures separation of duties and protects the
13 confidentiality, integrity and availability of data.

14 4. Business Continuity/Disaster Recovery Control

15 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
16 to enable continuation of critical business processes and protection of the security of PHI COUNTY
17 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
18 COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance
19 or situation that causes normal computer operations to become unavailable for use in performing the work
20 required under this Contract for more than 24 hours.

21 b. Data Backup Plan. CONTRACTOR must have established documented procedures to
22 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule
23 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount
24 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
25 full backup and monthly offsite storage of DHCS data. BCP for contractor and COUNTY (e.g. the
26 application owner) must merge with the DRP.

27 5. Paper Document Controls

28 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
29 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended
30 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that
31 information is not being observed by an employee authorized to access the information. Such PHI in
32 paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
33 baggage on commercial airplanes.

34 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR
35 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be
36 escorted and such PHI shall be kept out of sight while visitors are in the area.

37 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or

1 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
2 through confidential means, such as cross cut shredding and pulverizing.

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

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

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

18 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

34 b. Any other information that COUNTY is required to include in the notification to
35 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
36 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
37 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

1 Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
2 COUNTY except for the specific Uses and Disclosures set forth below.

3 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for
4 the proper management and administration of CONTRACTOR.

5 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
6 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
7 CONTRACTOR, if:

8 1) The Disclosure is required by law; or

9 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
10 disclosed that it will be held confidentially and used or further disclosed only as required by law or for
11 the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR
12 of any instance of which it is aware in which the confidentiality of the information has been breached.

13 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
14 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
15 CONTRACTOR.

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

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

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

22 H. PROHIBITED USES AND DISCLOSURES

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

28 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
29 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
30 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
31 17935(d)(2).

32 I. OBLIGATIONS OF COUNTY

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

36 //

37 //

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

10 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
11 requirements of this Business Associate Contract, COUNTY shall:

12 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the
13 violation within thirty (30) business days; or

14 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure
15 the material Breach or end the violation within (30) days, provided termination of the Contract is feasible.

16 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY
17 all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received
18 on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

19 a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents
20 of CONTRACTOR.

21 b. CONTRACTOR shall retain no copies of the PHI.

22 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
23 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
24 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
25 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
26 further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,
27 for as long as CONTRACTOR maintains such PHI.

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

30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

EXHIBIT C
 TO CONTRACT FOR PROVISION OF
 SUICIDE AND SELF-HARM REDUCTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 DIDI HIRSCH PSYCHIATRIC SERVICE
 DBA DIDI HIRSCH MENTAL HEALTH SERVICES
 AUGUST 1, 2025 THROUGH JUNE 30, 2026

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 Contract” means the CMPPA Contract 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 Contract 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

1 or tribal inspector general, or an administrative body authorized to require the production of information,
2 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
3 with respect to health care providers participating in the program, and statutes or regulations that require
4 the production of information, including statutes or regulations that require such information if payment
5 is sought under a government program providing public benefits.

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

9 B. TERMS OF CONTRACT

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

14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

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

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

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

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

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

37 //

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

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

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

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

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

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

34 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
35 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
36 carrying out the requirements of this Personal Information Privacy and Security Contract and for
37 communicating on security matters with the COUNTY.

Contract Summary Form

OC Expediter Requisition #: 1660480

Suicide and Self-Harm Reduction Services

SUMMARY OF SIGNIFICANT CHANGES

This is a new Contract resulting from a solicitation by the Health Care Agency released on October 31 , 2024.

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor(s) Name	Service(s)	Amount
Access California	Providing Suicide and Self-Harm Reduction Services to diverse community members at high risk of suicide	\$10,000
Moving Forward Psychological Institute, Inc.	Providing Suicide and Self-Harm Reduction Services to diverse community members at high risk of suicide	\$10,000
Total:		\$20,000

CONTRACT OPERATING EXPENSES

	<u>PERIOD</u> <u>ONE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST		
Indirect Costs	\$ <u>215,217</u>	\$ <u>215,217</u>
SUBTOTAL	\$ 215,217	\$ 215,217
ADMINISTRATIVE COST		
PROGRAM COST		
Salaries	\$ 1,048,020	\$ 1,048,020
Benefits	209,604	209,604
Services and Supplies	157,159	157,159
Subcontractors	<u>20,000</u>	<u>20,000</u>
SUBTOTAL PROGRAM COST	\$ 1,434,783	\$ 1,434,783

TOTAL GROSS COST	\$1,650,000	\$1,650,000
REVENUE		
MHPA	<u>\$1,650,000</u>	<u>\$1,650,000</u>
TOTAL REVENUE	\$1,650,000	\$1,650,000
TOTAL AMOUNT NOT TO EXCEED	\$1,650,000	\$1,650,000



Revision to ASR and/or Attachments

Date: August 8, 2025
To: Clerk of the Board of Supervisors
CC: County Executive Office, Michelle Aguirre
From: Sheriff-Coroner Department, Executive Director Brian Wayt
Re: ASR Control #:SUP, Meeting Date 08/12/25, Item No. # S56N
Subject: Approve Rancho Santiago Criminal Justice Tuition Fees Agreement

Digitally signed by
 Michelle Aguirre
 Date: 2025.08.08
 10:07:21 -07'00'

RECEIVED
 2025 AUG -8 AM 10:25
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

Explanation:

Requesting to add information on the Background Section of when the agreement is going to be approved by Rancho Santiago Community College District.

- Revised Recommended Action(s)
- Make modifications to the:
 - Subject
 - Background Information
 - Summary
 - Financial Impact

The Rancho Santiago Community College District has agendized this Contract for its approval at its August 11, 2025, meeting.

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



County Executive Office

Memorandum

August 7, 2025

To: Clerk of the Board of Supervisors
From: Michelle Aguirre, County Executive Officer *MAguirre*
Subject: Supplemental Request According to Board Rule 21

Digitally signed by
Michelle Aguirre
Date: 2025.08.07
13:46:31 -07'00'

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG -7 PM 3:52

RECEIVED

356N

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Rancho Santiago Criminal Justice Tuition Fees Agreement
Districts: District 2

Reason Item is Supplemental: The Rancho Santiago Criminal Justice Tuition Fees Agreement was unavailable to go as a regular item on the August 12, 2025, Board meeting due to continuous negotiations between the District and County. This agreement deviates from the County's standard terms and conditions. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the August 12, 2025, Board agenda because there are no other Board of Supervisors meetings prior to the agreement start date of August 13, 2025.

Concur:

Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

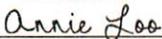


**SUPPLEMENTAL AGENDA ITEM
 AGENDA STAFF REPORT**

MEETING DATE: 8/12/2025
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW: 
 Department Head Signature
DEPARTMENT CONTACT PERSON(S): John McCulloch (714) 647-1807
 David Main (714) 538-2712

RECEIVED
 2025 AUG -7 PM 3:52
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Approve Rancho Santiago Criminal Justice Tuition Fees Agreement

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Michelle Aguirre Date: 2025.08.07 13:47:09 -07'00'	Approved as to form	Discussion
	Digitally signed by: 	3 Votes Board Majority
CEO Signature	County Counsel Signature	

Budgeted: Yes

Current Year Cost: \$352,877

Annual Cost:
 FY 2026-27 \$400,000
 FY 2027-28 \$400,000
 FY 2028-29 \$47,123

Staffing Impact: No

of Positions: N/A

Sole Source: Yes

Current Fiscal Year Revenue: \$137,622

Funding Source: GF: 100%

County Audit in last 3 years: No

Levine Act Review Completed: Yes

Prior Board Action: 8/22/2023 #14, 9/15/2020 #S21E

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute the sole source agreement with Rancho Santiago Community College District for tuition/registration fees for Criminal Justice Classes, to renew the contract for the term effective August 13, 2025, through August 12, 2028, in an amount not to exceed \$1,200,000, renewable for an additional two-year term.

SUMMARY:

Approval of the sole source agreement with Rancho Santiago Community College District will allow the Sheriff-Coroner Department to contract for tuition/registration fees for Criminal Justice Classes.

BACKGROUND INFORMATION:

The Rancho Santiago Community College District (District) provides the Sheriff-Coroner Department’s (Sheriff) law enforcement training in support of the Sheriff’s Criminal Justice Academy (Academy). The District provides all of the necessary supplies and equipment to successfully present the Peace Officer Standards and Training (POST) Regular Basic Course Academy program. In a separate agreement the District reimburses the County for providing instructional services for the Academy (Instructional Services Agreement).

Additionally, in order for the District and the County to receive funding for the students enrolled in these classes, the District must possess the ability to access Full Time Equivalent Student funding from the State of California. Recruits attending the Academy obtain college credits for their Academy training. In order to receive college credits, the recruits must be registered as students at Santa Ana College within the District. The Academy is located within the attendance area of Santa Ana College. The proposed contract is a sole source contract. Presently, no other community college can provide such facilities to accommodate the training needs to present this program to the Academy recruits. Per Title 5 of the California Code of Regulations, California Community College Districts have exclusivity within their respective districts to enter into instructional service agreements.

The contract with the District establishes the amounts of the registration and tuition fees that the Sheriff pays to the District to permit Sheriff recruits to attend District classes. The tuition unit rate is set by the State legislature and is subject to change. The current tuition rate is \$46 per unit.

The following table details the recent contract history with the District for Criminal Justice Classes.

Board of Supervisors (Board) Approved	Amendment Number or Contract	Contract Term	Contract Amount	Comments
9/15/20	Contract	10/1/20 - 9/30/23	\$894,000	New Contract. Sheriff intended to combine three existing agreements with the District into one. However, Sheriff and the District decided to continue to contract separately for the Criminal Justice Classes.
8/22/23	One	10/1/23 - 9/30/25	\$596,000	Amendment Number One was approved by the Board to renew the original agreement.

Sheriff now requests Board approval of the agreement with the District for Criminal Justice Classes as noted in the Recommended Action. This agreement is submitted for Board approval less than 30 days prior to the agreement effective date due to District delays in finalizing the contract.

This agreement deviates from the County's standard terms and conditions and have been approved by CEO Risk Management.

Contractor's performance has been confirmed as satisfactory. Under the Instructional Services Agreement mentioned above, the District was late in remitting the prior year's invoice, which was \$727,116. Full payment was received May 2, 2025, after several demands by the County. That contract was amended to include more robust contract provisions to ensure timely payment. Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests.

Sheriff has conducted a due diligence check required by the revised 2024 Contract Policy Manual. This agreement does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form. The Orange County Preference Policy is not applicable to this sole source agreement.

FINANCIAL IMPACT:

Appropriations for this agreement are included in the Sheriff-Coroner's FY 2025-26 Budget for Budget Control 060, Sheriff-Coroner, and will be included in the budgeting process for future fiscal years. Tuition for other classes is paid by the County' General Fund. This agreement contains language allowing the Sheriff-Coroner Department to terminate the agreement or reduce the level of services without penalty with cause or without cause in the event that funding is reduced and/or not available to continue funding the agreement, and either party to terminate the agreement with or without cause.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement MA-060-25010743

Attachment B - Risk Assessment or Modification of Insurance Form

Attachment C - Contract Summary Form

AGREEMENT MA-060-25010743

REGISTRATION AND TUITION FEES FOR CRIMINAL JUSTICE ACADEMY CLASSES

BETWEEN

THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT

AND

THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

TABLE OF CONTENTS

RECITALS.....	4
AGREEMENT.....	4
I. DISTRICT'S RESPONSIBILITIES	4
II. APPLICABLE LAW, VENUE INTERPRETATION.....	5
III. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION.....	5
IV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION.....	5
V. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM.....	6
VI. IDEMNIFICATION.....	6
VII. SEVERABILITY.....	6
VIII. ASSIGNMENT.....	6-7
IX. INSURANCE REQUIREMENTS.....	7
X. INDEPENDENT CONTRACTOR.....	7
XI. PERFORMANCE WARRANTY.....	8
XII. FORCE MAJEURE	8
XIII. CONFIDENTIALITY.....	8
XIV. COMPLIANCE WITH LAWS.....	8
XV. CONTINGENCY OF FUNDS	8-9
XVI. DRUG-FREE WORKPLACE	9
XVII. NEWS/INFORMATION	9
XVIII. PRECEDENCE.....	10

XIX. NOTICES..... 10-11

XX. NO DISCRIMINATION 11

XXI. APPROVAL 11

XXII. AGREEMENT 11

XXIII. TIME IS OF THE ESSENCE 11

XXIV. ALTERATION OF TERMS..... 11-12

SIGNATURE PAGE..... 13

ATTACHMENT A.....14

ATTACHMENT B.....15-16

AGREEMENT REGARDING REGISTRATION AND TUITION FEES FOR CRIMINAL
JUSTICE ACADEMY CLASSES
BETWEEN
THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT
AND
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

THIS AGREEMENT, hereinafter referred to as "Agreement", is made and entered into, effective August 13, 2025, between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS:

WHEREAS, COUNTY desires to enter into this Agreement with DISTRICT for Registration and Tuition Fees for Criminal Justice Academy Classes; and

WHEREAS, DISTRICT has the personnel, expertise, facility and equipment to provide the special services required herein; and

WHEREAS, DISTRICT is agreeable to providing such services on the terms and conditions hereinafter set forth by this AGREEMENT; and

WHEREAS, DISTRICT has cooperated with COUNTY for a number of years in the training programs; and

WHEREAS, there is mutual benefit to COUNTY and DISTRICT in continuing their relationship in providing the training programs, which includes permitting the attendance of students who have not been hired or sponsored by public police agencies;

NOW, THEREFORE, COUNTY and DISTRICT mutually agree as follows:

AGREEMENT

I. DISTRICT'S RESPONSIBILITIES:

DISTRICT shall diligently furnish to the COUNTY the services as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

II. APPLICABLE LAW, VENUE, INTERPRETATION:

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Orange County, California. Any rule or law (including California Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

III. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION:

This Agreement shall commence on August 13, 2025, and continue through August 12, 2028, and may be renewed by mutual written agreement of both Parties for an additional two (2) year term.

Either Party may terminate this Agreement at any time, with or without cause. Termination may take place upon thirty (30) days written notice or with written notice and after the completion of the training program that is currently in progress, whichever is later in time. Neither Party shall incur any liability to the other because of the termination.

In the event of termination, each Party shall fully pay and assign college credit pursuant to the terms of this Agreement in favor of the other Party accruing prior to the termination date

IV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION:

- A. Full Authority: Each Party warrants to the other that it has full authority to administer this Agreement, including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.
- B. Access to Documents: Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. The Parties agree that inspection of records is subject to applicable law recognizing the privacy rights of students and/or employees. Within 48-hours of the receipt of written audit notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.
- C. Audit: The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than 5 years after termination of this Agreement.

V. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM:

All writings, documents, illustrations, or any other works of authorship fixed in any tangible or digital medium of expression (“writing”) prepared by District or County and its Instructors shall be and shall remain the property of the Party who prepared the writing.

VI. INDEMNIFICATION:

- A. District 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 which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement (“Claims”). In any action or proceeding to enforce or interpret any provision of this Contract, each party bear their own attorney’s fees, costs and expenses.
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County’s performance pursuant to this Agreement (“Claims”).
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall be apportioned according to the Party’s percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- D. This indemnification shall survive termination of this Agreement or final payment therefore.

VII. SEVERABILITY:

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

VIII. ASSIGNMENT:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned by District without the express written consent of County. Any attempt by District to assign the performance

or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this Agreement.

Neither Party may assign nor transfer any or all of that Party's rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

IX. **INSURANCE REQUIREMENTS:**

A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:

1. Commercial General Liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.
2. Business or Commercial Automobile Liability insurance or coverage written on an "occurrence" basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
3. Workers Compensation insurance with statutory limit and Employers' Liability with a \$1,000,000 limit per occurrence.

B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.

C. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

X. **INDEPENDENT CONTRACTOR:**

District shall be considered an independent contractor and neither District, its employees, nor anyone working under District shall be considered an agent or an employee of County. Neither, District, its employees or anyone working for District shall qualify for workers' compensation or other fringe benefits of any kind through County.

XI. PERFORMANCE WARRANTY:

District shall warrant all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. District shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the District under this Agreement. District shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary services, supervision, classroom materials, classroom furniture/equipment, and necessary supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, District shall be fully responsible for all work performed by subcontractors.

XII. FORCE MAJEURE:

District shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided District gives written notice of the cause of the delay to county within 36 hours of the start of the delay and District avails himself of any available remedies.

XIII. CONFIDENTIALITY:

The Parties agrees to maintain the confidentiality of all District, County, District-related and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by either party and their staff, agents and employees.

XIV. COMPLIANCE WITH LAWS:

District represents and warrants that services to be provided under this Agreement shall fully comply, at District's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by county in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. District acknowledges that County is relying on District to ensure such compliance, and pursuant to the requirements of paragraph "C" above, District agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

XV. CONTINGENCY OF FUNDS:

District acknowledges that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming,

or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.

XVI. DRUG-FREE WORKPLACE:

The District hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The District will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by government code section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in termination of the Agreements, and the District may be ineligible for award of any future County agreements if the County determines that any of the following has occurred:

- 1. The District has made false certification, or
- 2. The District violates the certification by failing to carry out the requirements as noted above.

XVII. NEWS/INFORMATION RELEASE:

The District agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from the County's Public Information Officer.

XVIII. PRECEDENCE:

The Agreement consists of this Agreement and its exhibits and attachments. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then the exhibits and attachments.

XIX. NOTICES:

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Iris I. Ingram, Vice Chancellor, Business Services
Email: Ingram_iris@rsccd.edu
Ph: (714) 480-7340

Santa Ana College
1530 West 17th Street
Santa Ana CA, 92706
Attn: Dr. Jeffrey N. Lamb
Lamb_Jeffrey@sac.edu
Ph: (714) 564-6080

County: County of Orange
Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92667
Attn: Training Division Commander
Ph: (714) 538-2712

Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Supervising Procurement Contract Specialist
mayala@ocsheriff.gov
Ph: (714) 834-6360

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in

the manner described in this section.

XX. NO DISCRIMINATION:

The District shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, or other basis set forth in Government Code section 11135. The District further understand that harassment of any student or employee of either Party because of that person's race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

XXI. APPROVAL:

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the District only after it has been approved or ratified by the Board of Trustees of the Rancho Santiago Community College District as evidenced by a motion duly passed and adopted by the Board Trustees.

In accordance with the Government Code, including but not limited to sections 25303, 25330 et seq., and 26227, this Agreement is valid and an enforceable obligation of the County only after it has been approved by either the Orange County Board of Supervisors, as evidenced by a minute order reflecting such approval, or by an officer to whom the authority has been duly delegated by the Board of Supervisors.

XXII. AGREEMENT:

This writing, including Attachment A and Attachment B (attached hereto and incorporated by the reference), constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the County and District. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The County acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the District. The District acknowledges that changes to any provision of this Agreement may require an action of the Orange County Board of Supervisors.

XXIII. TIME IS OF THE ESSENCE:

Time is of the essence for each of the provisions of this Agreement.

XXIV. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

All prior Agreements and any amendments thereto, are null and void as of the effective date of

this Agreement. This provision includes, but is not limited to, all prior agreements between the Parties relating to registration and tuition fees for criminal justice academy classes.

(Signature page follows)

IN WITNESS WHEREOF, the Board of Trustees of the Rancho Santiago Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and County has caused the same to be subscribed on its behalf by the Chairperson of the Orange County Board of Supervisors and/or its duly authorized officer.

County

By _____

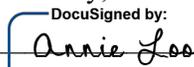
Print Name: Yvette Torres _____

Title: Purchasing Manager _____

Date _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by:  _____
Deputy B7726751D1E947E...

Rancho Santiago Community College District

By _____

Print Name Iris I. Ingram _____

Title: Vice Chancellor, Business Services _____

Date _____

ATTACHMENT A
SCOPE OF WORK

1. Scope of Services: District shall provide Criminal Justice Academy Classes for the Orange County Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training, and their continuing professional development training.
2. The District shall provide basic and advanced training programs and courses deemed of benefit to the Orange County Sheriff's Department and outside Law Enforcement Agency personnel that are approved by the Commission on Peace Officer Standards and Training (POST) and Standards and Training for Corrections (STC).
3. District shall provide classes deemed of benefit to the Orange County Sheriff's Department, and regional law enforcement designed for entry level and advanced law enforcement personnel, offered in various formats depending on the subject matter being taught, and certified by POST and STC Commissions. The classes to be presented will be selected based on the mutual agreement of the OCSD Training Division Commander and the Santa Ana College Assistant Dean of Criminal Justice. Courses authorized to be paid by this agreement are as follows:

All College approved Criminal Justice related courses are authorized at current tuition unit rate of \$46/unit. Unit rate is subject to change by State Legislature and this contract shall be modified without additional County Board approval to reflect the revised rate. The District shall provide 10 business days advance notice before a tuition rate change.

ATTACHMENT B

PAYMENT AND COMPENSATION

1. Compensation: This agreement is between the County of Orange via the Sheriff-Coroner and Rancho Santiago Community College District (RSCCD) for Registration and Tuition Fees for Criminal Justice Academy Classes.
2. Registration and Tuition Fees: The fees to be paid by County for the services as set forth in Attachment A, hereby incorporated in this Agreement by Reference are as follows:

Rate: **\$46.00 per unit (Per Education Code (EDC) Article 1. 76300)**

The tuition unit rate is set by the State Legislature and is subject to change

Description of courses: All College approved Criminal Justice related courses.

Contract shall not exceed: \$1,200,000 for the term of 8/13/2025-8/12/2028

3. Contractor's Expense: The District will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Agreement.
4. Payment Terms – Payment in Arrears: Invoices are to be submitted upon completion of each course to the user agency/department to the ship-to address, unless otherwise directed in this Agreement. District shall reference Agreement number on invoice. Payment will be net thirty (30) days after receipt of an invoice.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods or services.

5. Taxpayer ID Number: The District shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
6. Payment – Invoicing Instructions: The District will provide an invoice on the District's letterhead for goods delivered and/or services rendered within 30 business days of that semester's class instructional end date. Billing shall cover services not previously invoiced. Each invoice will have a number and will include the following information:
 - a. District's name and address
 - b. District's remittance address, if different from 1 above
 - c. District's Taxpayer ID Number

- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement No. MA-060-25010743
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92867
Attn: OCSD Training Division Administrative Manager
Ph: 714-538-9668

7. Payment – County shall send payments to the following remittance address:

Santa Ana College
Criminal Justice Academies
15991 Armstrong Ave.
Tustin, CA 92782

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an Agreement. ****Please attach Agreement and prior Risk Approval(s) if any****

Date: 07/25/2025

TO: RiskMgmtInsurance@ocgov.com

FROM: Lorena Watt	Sheriff-Coroner Department
County Employee (Contact for Questions)	County Department
Phone# (Including area code): 714-834-2214	

CONTRACT TYPE: Commodities Public Works Service Lease/License

A & E Other _____

Vendor Name: Rancho Santiago Community College Contract#/RFP#: MA-060-25010743

IFB: Yes No Contract Amount: _____

Insurance Type to be Reviewed for Waiver or Modification of Terms

- | | | |
|--|---|---|
| <input type="checkbox"/> Commercial General Liability (CGL) | <input type="checkbox"/> Workers' Compensation (W/C) | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Commercial Auto Liability (AL) | <input type="checkbox"/> Employer's Liability | <input checked="" type="checkbox"/> Indemnification |
| <input type="checkbox"/> Professional Liab. (Errors & Omissions) | <input type="checkbox"/> Sexual Misconduct | <input type="checkbox"/> Limitation of Liab. |
| <input type="checkbox"/> Network Security & Privacy Liab. | <input type="checkbox"/> Technology Error & Omissions | |
| <input type="checkbox"/> Other _____ | | |

Request and Justification: The attached agreement between the Sheriff-Coroner Department (Sheriff) and Rancho Santiago Community College District (District) for Registration and Tuition Fees for Criminal Justice Academy Classes. This agreement allows Sheriff and District to continue the Peace Officer Standards and Training (POST) Regular Basic Course Academy program. Sheriff is able to use all necessary supplies, facilities and equipment to accommodate the training needs for Academy recruits. It contains mutual indemnification provision. This agreement has been reviewed and approved by County Counsel. However it deviates from our normal standard and requires Risk Management Approval.

To Be Completed By CEO/Risk Management

Approved Denied Approved as Modified

Comments: Mutual Indemnification and insurance is acceptable as both parties are engaged in providing law enforcement training.

DocuSigned by: Calvin Wong 7/25/2025
 Manager/CEO/Risk Management Date

Note: CEO Risk Mgmt. acts as an advisory to departments regarding Risk Assessment. Any changes to a contract requires formal modification.

Contract Summary Form

OC Expediter Requisition #1719839
Rancho Santiago Community College District

Summary of Significant Changes

N/A

Subcontractors

This contracts do not include subcontractors or pass through to other providers.

Contract Operating Expenses

See attached excerpt from the contract below, which details the pricing in the not to exceed the term effective August 13, 2025, through August 12, 2028, in the not to exceed amount of \$1.2 million, renewable for a two-year term.

III. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION:

This Agreement shall commence on August 13, 2025, and continue through August 12, 2028, and may be renewed by mutual written agreement of both Parties for an additional two (2) year term.

Either Party may terminate this Agreement at any time, with or without cause. Termination may take place upon thirty (30) days written notice or with written notice and after the completion of the training program that is currently in progress, whichever is later in time. Neither Party shall incur any liability to the other because of the termination.

In the event of termination, each Party shall fully pay and assign college credit pursuant to the terms of this Agreement in favor of the other Party accruing prior to the termination date

ATTACHMENT A

SCOPE OF WORK

1. Scope of Services: District shall provide Criminal Justice Academy Classes for the Orange County Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training, and their continuing professional development training.
2. The District shall provide basic and advanced training programs and courses deemed of benefit to the Orange County Sheriff's Department and outside Law Enforcement Agency personnel that are approved by the Commission on Peace Officer Standards and Training (POST) and Standards and Training for Corrections (STC).
3. District shall provide classes deemed of benefit to the Orange County Sheriff's Department, and regional law enforcement designed for entry level and advanced law enforcement personnel, offered in various formats depending on the subject matter being taught, and certified by POST and STC Commissions. The classes to be presented will be selected based on the mutual agreement of the OCSD Training Division Commander and the Santa Ana College Assistant Dean of Criminal Justice. Courses authorized to be paid by this agreement are as follows:

All College approved Criminal Justice related courses are authorized at current tuition unit rate of \$46/unit. Unit rate is subject to change by State Legislature and this contract shall be modified without additional County Board approval to reflect the revised rate. The District shall provide 10 business days advance notice before a tuition rate change.

2. Registration and Tuition Fees: The fees to be paid by County for the services as set forth in Attachment A, hereby incorporated in this Agreement by Reference are as follows:

Rate: **\$46.00 per unit (Per Education Code (EDC) Article 1. 76300)**

The tuition unit rate is set by the State Legislature and is subject to change

Description of courses: All College approved Criminal Justice related courses.

Contract shall not exceed: \$1,200,000 for the term of 8/13/2025-8/12/2028



Revision to ASR and/or Attachments

Date: August 8, 2025
To: Clerk of the Board of Supervisors
CC: County Executive Office, Michelle Aguirre
From: Sheriff-Coroner Department, Executive Director Brian Wayt
Re: ASR Control #:SUP, Meeting Date 08/12/25, Item No. # S560
Subject: Approve Rancho Santiago Community College District Training

Digitally signed by
Michelle Aguirre
Date: 2025.08.08
10:09:35 -07'00'

MAguirre

BW

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD SUPERVISORS
2025 AUG -8 AM 10:25
RECEIVED

Explanation:

Requesting to add information on the Background Section of when the agreement is going to be approved by Rancho Santiago Community College District.

- Revised Recommended Action(s)
- Make modifications to the:
 - Subject
 - Background Information
 - Summary
 - Financial Impact

The Rancho Santiago Community College District has agendized this Contract for its approval at its August 11, 2025, meeting.

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



County Executive Office

Memorandum

August 7, 2025

To: Clerk of the Board of Supervisors

From: Michelle Aguirre, County Executive Officer *Maquiere*

Subject: Supplemental Request According to Board Rule 21

Digitally signed by
Michelle Aguirre
Date: 2025.08.07
13:46:00 -07'00'

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2025 AUG -7 PM 3:52

RECEIVED

5560

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 12, 2025, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Rancho Santiago Community College District Training
Districts: District 2

Reason Item is Supplemental: The Rancho Santiago Community College District Training Agreement was unavailable to go as a regular item on the August 12, 2025, Board meeting due to continuous negotiations between the District and County. This agreement deviates from the County's standard terms and conditions. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the August 12, 2025, Board agenda because there are no other Board of Supervisors meetings prior to the agreement start date of August 13, 2025.

Concur:

Doug Chaffee

Doug Chaffee, Chair of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 8/12/2025
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW: [Signature]
Department Head Signature
DEPARTMENT CONTACT PERSON(S): John McCulloch (714) 647-1807
David Main (714) 538-2712

2025 AUG -7 PM 3:52
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED

SUBJECT: Approve Rancho Santiago Community College District Training

CEO CONCUR Digitally signed by Michelle Aguirre Date: 2025.08.07 13:45:27 -07'00' <i>CEO Signature</i>	COUNTY COUNSEL REVIEW Approved as to form. <hr/> Digitally signed by: <u>Annie Loo</u> <i>County Counsel Signature</i>	CLERK OF THE BOARD Discussion 3 Votes Board Majority
--	--	---

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

Staffing Impact: No **# of Positions:** N/A **Sole Source:** Yes
Current Fiscal Year Revenue: \$625,000
Funding Source: N/A **County Audit in last 3 years:** No
Levine Act Review Completed: Yes
Prior Board Action: 8/22/2023 #15, 9/15/2020 #S21F

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute the sole source agreement with Rancho Santiago Community College District to reimburse the County for the Use of District Facilities and the Provision of Instructional Services, for the term of August 13, 2025, through August 12, 2028, in an anticipated revenue amount \$625,000, to the County per year, renewable for a two-year term.

SUMMARY:

Approval of the sole source agreement with Rancho Santiago Community College District will reimburse the County at \$1.95 per student hour for helping to facilitate law enforcement training programs at the College, including reimbursing the County for two staff members utilized in providing law enforcement training.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) provides training programs for law enforcement personnel who have been hired by public police agencies. The Sheriff and Rancho Santiago Community College District (District), through Santa Ana College, have participated by agreement in a mutually beneficial, cooperative arrangement regarding such law enforcement training for many years. Sheriff permits the use of the Sheriff's Sandra Hutchens Regional Law Enforcement Training Center in Orange for District training programs, and the District allows Sheriff to conduct its training classes at the District's Academy Facility in Tustin. Sheriff permits the attendance of Santa Ana College students who have not been hired or sponsored by a public police agency. The District uses a portion of the Full Time Equivalent Student (FTES) funding received from the State of California to provide the Sheriff's training program with supplies, personnel, instructional equipment/services, consultants and other costs. Sheriff coordinates with the District in creating course outlines and scheduling, and instructors hired by Sheriff are subject to the approval of the District.

The District provides the Sheriff Law enforcement training in support of the Sheriff's Regional Training Academy Campus (Academy). The District provides all of the necessary supplies and equipment to successfully present the Peace Officer Standards and Training (POST) Regular Basic Course Academy program. Additionally, in order for the District and the County to receive funding for the students enrolled in these classes, the District must possess the ability to access FTES funding from the State of California. Sheriff recruits attending the Academy obtain college credits for their Academy training. The County pays the recruits' registration and tuition fees in the amount of \$46 to the District, pursuant to a separate agreement with the District. In order to receive college credits, the recruits must be registered as students at Santa Ana College within the District. The Academy is located within the attendance area of Santa Ana College.

The agreement is a sole source agreement. Presently, no other community college can provide such facilities to accommodate the training needs to present this program to the Academy recruits. Per Title 5 of the California Code of Regulations, California Community College Districts have exclusivity within their respective districts to enter into instructional service agreements.

The following table details the recent agreement history with the District.

Board of Supervisors (Board) Approved	Amendment Number or Agreement	Agreement Term	Agreement Amount	Comments
9/15/20	Agreement	10/1/20 - 9/30/23	\$625,000	New agreement. Sheriff intended to combine three existing agreements with the District into one. However, Sheriff and the District decided to continue to contract separately for the use of District Facilities and the provision of instructional services.

8/22/23	One	10/1/23 - 9/30/25	\$625,000	Board approved amendment number one.
---------	-----	-------------------	-----------	--------------------------------------

The agreement includes a provision for the payment for each student course at the rate of \$1.95 for each hour. The estimated revenue is based on the most recent annual student course hours reported. Student hours vary from year to year, which may result in changes to revenue.

Sheriff now requests Board approval of the agreement with the District for Criminal Justice Classes as noted in the Recommended Action. This agreement is submitted for Board approval less than 30 days prior to the agreement effective date due to District delays in finalizing the contract.

This agreement deviates from the County's standard terms and conditions which have been approved by CEO Risk Management.

Contractor performance has been confirmed as satisfactory. The District was late in remitting the prior year's invoice, which was \$727,116. Full payment was received May 2, 2025, after several demands by the County. The proposed agreement presented to the Board includes more robust contract provisions to ensure timely payment. Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests.

Sheriff has conducted a due diligence check required by the revised 2024 Contract Policy Manual. This agreement does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form. The Orange County Preference Policy is not applicable to this sole source agreement.

FINANCIAL IMPACT:

All County costs associated with this agreement are reimbursed by Rancho Santiago Community College District. Revenue for this agreement is included in the Sheriff-Coroner's FY 2025-26 Budget for Budget Control 060 and will be included in the budgeting process in future years. The revenue from this agreement is paid once per year in arrears. This agreement contains language allowing the Sheriff-Coroner Department to terminate the agreement or reduce the level of services without penalty with cause or without cause in the event that funding is reduced and/or not available to continue funding the agreement, and the District to terminate the agreement with or without cause.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Agreement MA-060-25010742
- Attachment B - Risk Assessment or Modification of Insurance Form
- Attachment C - Contract Summary Form

AGREEMENT MA-060-25010742

REGARDING USE OF DISTRICT FACILITIES AND THE PROVISION OF
INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN

THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT

AND

THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

TABLE OF CONTENTS

RECITALS	4-5
AGREEMENT	5
I. EDUCATIONAL COURSES AND PROGRAMS – OBLIGATIONS OF THE PARTIES.....	5-9
II. USE OF FACILITIES.....	10-11
III. JOINT RESPONSIBILITIES	11
IV. INDEPENDENT CONTRACTOR.....	11-12
V. FORCE MAJEURE.....	12
VI. CONFIDENTIALITY	12
VII. COMPLIANCE WITH LAWS.....	12
VIII. CONTINGENCY OF FUNDS.....	12-13
IX. DRUG-FREE WORKPLACE.....	13
X. NEWS/INFORMATION RELEASE.....	13-14
XI. PRECEDENCE.....	14
XII. IDEMNIFICATION AND LIABILITY	14
XIII. INSURANCE REQUIREMENTS.....	14-15
XIV. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION.....	15
XV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION	15-16
XVI. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM	16
XVII. PRIOR AGREEMENTS NULL AND VOID.....	16
XVIII. NOTICES.....	16-17
XIX. WAIVER	17
XX. APPLICABLE LAW, VENUE, INTERPRETATION	17
XXI. SEVERABILITY	17-18
XXII. ASSIGNMENT.....	18

XXIII. EXECUTION BY FACSIMILE OR IN COUNTERPARTS 18

XXIV. NO DISCRIMINATION 18

XXV. APPROVAL 18

XXVI. AGREEMENT 18-19

SIGNATURE PAGE..... 20

ATTACHMENT A, PAYMENT AND COMPENSATION..... 21

ATTACHMENT B -SAMPLE INSTRUCTOR SERVICE AGREEMENT22-24

ATTACHMENT C – COUNTY BILLING POLICY25

AGREEMENT REGARDING USE OF DISTRICT FACILITIES AND THE PROVISION OF
INSTRUCTIONAL SERVICES
BETWEEN
THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT
AND
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

THIS AGREEMENT (the “Agreement”) is dated and effective August 13, 2025 (“Effective Date”) between the County of Orange, a political subdivision of the State of California, acting by and through its Orange County Sheriff-Coroner Department (“County,” or “Sheriff,” or “Department” as the circumstances may dictate), and the Rancho Santiago Community College District, on behalf of Santa Ana College, a California community college district and political subdivision of the State of California (“District” or “Santa Ana College,” as the circumstances may dictate). County and District are also referred to collectively as the “Parties” and individually as “Party.” The term of this Agreement shall be as set forth in Section XIV., below.

ATTACHMENTS

This Agreement is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Agreement:

- Attachment A – Payment and Compensation
- Attachment B – Sample Instructor Services Agreement
- Attachment C – County Billing Policy
- Attachment D – License Agreement

RECITALS

WHEREAS, the County, by and through the Sheriff, and in conjunction with the District, conducts basic and advanced training programs and courses for Sheriff personnel and outside Law Enforcement Agency personnel that are approved by the Commission on Peace Officer Standards and Training (POST) and Standards and Training for Corrections (STC), and which are also attended by students of the District who have not been hired or sponsored by public law enforcement agencies; and

WHEREAS, the County desires to affiliate with the District in order to have such training programs and courses approved for college credit through the District at its Santa Ana College facilities and at facilities operated by the County; and

WHEREAS, Santa Ana College is an accredited educational institution empowered to grant college credits for educational training courses, and therefore, subject to Federal law, the laws of

the State of California, the Regulations of the Board of Governors of the California Community Colleges, in general, and specifically as they relate to the offering of courses for credit; and

WHEREAS, in order to maintain its accreditation status, Santa Ana College must remain in full compliance with the eligibility requirements and accreditation standards of the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (“ACCJC”); and

WHEREAS, the District may obtain apportionment funding from the State of California based on the number of Full Time Equivalent Students (“FTES”) enrolled in the training programs and courses; and

WHEREAS, the Parties agree that in order for the District to be able to provide the facilities and instructional services set forth herein, the programs and courses offered pursuant to this Agreement must be offered in such a manner that the program generates sufficient apportionment funding such that the cost of providing the facilities and instructional services agreed to herein does not reduce or limit the District’s ability to fund other programs and activities offered by the District and its colleges; and

WHEREAS, there is mutual benefit to County and District in continuing their relationship in providing the training programs and courses; and

WHEREAS, the Orange County Board of Supervisors, pursuant to Government Code section 26227, has authorized the Sheriff to collaborate with the District in providing such training courses and programs;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

I. EDUCATIONAL COURSES AND PROGRAMS – OBLIGATIONS OF THE PARTIES

- A. Educational Courses and Programs: The District will offer, at its Santa Ana College Criminal Justice Academy facility, located at 15991 Armstrong Ave., Tustin, CA 92782, and at the County’s facility located at 1900 West Katella Avenue, Orange, California 92867, mutually agreed upon and approved educational programs and courses to meet the needs of the County and its Sheriff’s Department Criminal Justice Academy. Courses and programs will be designed for entry level and advanced law enforcement personnel, offered in various formats depending on the subject matter being taught, and certified by POST and STC Commissions.

1. Obtaining State Apportionment Funding based on Student Attendance in the Courses and Programs Contemplated by this Agreement It is an essential element of this Agreement that the attendance of students pursuant to this Agreement shall be credited to the District for purposes of receiving apportionment funding from the State. The County shall cooperate at all times in assisting the District to accomplish this purpose, and will act in accordance with the requirements of this Agreement, as well as comply with such other lawful requests for assistance as the District may deem necessary in order to receive apportionment funding based on the student attendance associated with this Agreement.
2. County Certification of No Other Funding Sources By entering into this Agreement, the County certifies that the courses and programs to be conducted, and for which District shall pay the County pursuant to Section I.G, will not be fully funded by other sources. (See Ed Code, § 84752 and Cal. Code Regs., tit. 5, §§ 58050, 58051, and 58051.5).
3. Open Enrollment: Enrollment in courses and programs eligible for college credit and District receipt of apportionment funding shall be open to any persons who have been admitted to Santa Ana College (“District students”) and have met any applicable prerequisites pursuant to District policy and the Title 5 of the California Code of Regulations (hereinafter “Title 5”). (See Cal. Code Regs., tit. 5, §§ 51006 subd. (a), 58050, 58051, and 58051.5.)
4. Prerequisites The parties agree that the Santa Ana College Criminal Justice Academies facility shall be clearly identified as being open to the general public, but enrollment may be limited to those who meet such prerequisites as may be established pursuant to the California Code of Regulations. (See Cal. Code Regs., tit. 5, §§ 51006 subd. (a), 55003.) Similarly, courses and programs offered at the County’s Katella Avenue facility for apportionment purposes shall be clearly identified as being open to the general public, but enrollment may be limited to those who meet such prerequisites as may be established pursuant Title 5. (See Cal. Code Regs., tit. 5, §§ 51006 subd. (a), 55003.)
5. Approval of Curriculum Courses and programs to be provided shall be deemed by the Sheriff’s Department as being of benefit to Sheriff personnel and regional law enforcement. The District and the County shall be jointly responsible for assuring that the courses and programs contemplated by this Agreement are approved by the Santa Ana College’s curriculum committee as meeting Title 5 course standards and that the District’s Board of Trustees has approved the courses and programs. The District will only offer and seek apportionment for courses and programs

approved by the Office of the Chancellor of the California Community Colleges, or as otherwise authorized by law.

- B. District Review of Instructors and Materials: Instructors who teach courses within the scope of this Agreement shall be selected initially by the Sheriff's Training Division. The District will review the qualifications of all training instructors employed for the purpose of teaching courses and programs pursuant to the scope of this Agreement (referred to herein as "Instructors") and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students, the policies and procedures of the District, the regulations of the Board of Governors of the California Community Colleges, and the accreditation requirements of the ACCJC.
1. The Instructors shall meet the minimum qualifications for instruction in vocational subjects in a California community college and for other similar courses given at the District. The District shall have the primary right to control and direct the instructional activities of the Instructors pursuant to Title 5, sections 58050 et seq. Each Instructor shall complete an Instructor Agreement.
 2. Each Instructor shall complete the District's process for employment as a part-time temporary ("adjunct") faculty member, including but not limited to the District's application for employment, provision of unofficial transcripts, satisfaction of the requirement for tuberculosis testing, fingerprinting as required by Education Code section 87013 ("LiveScan"), and District receipt of official transcripts.
 3. The County and District shall each designate one or more members of its training staff as being responsible for ensuring that each course offered pursuant to this Agreement complies with Title 5, section 51006. The County shall ensure the County's Instructors timely execute an Individual Instructor Services Agreement.
 4. The County shall notify the District within five (5) days of any change in designation of an Instructor. The County shall also provide the District with the information necessary to execute a replacement Individual Instructor Services Agreement.
 5. As required by Title 5, section 55630 subd. (c), the District and the County shall document that as to each course or program, they have determined: 1) the enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

6. The County and the District shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5, including but not limited to sections 51006, 53410, 55002, 55003, 55005, 55230, 55232, 58050, 58051 subd. (c)-(g), 58051.5, 58056, 58058 subd. (b), 58102, 58104, 58106, 58108, 78015, 84752, and guidelines for instructional service agreements between community colleges and public agencies as published by the Chancellor's Office of the California Community Colleges (Attachment B).

C. County and District Support:

The County will provide support staff and additional personnel, including clerical; equipment, including but not limited to training equipment (e.g. ammunition, bullet proof vest, eye and ear protective gear, lethal or less than lethal equipment for shooting at the ranges, uniforms); materials (e.g. books, training packets); day-to-day management support; on-site supervision; contract services; and other related services necessary to conduct the educational courses and programs offered under this Agreement.

The District will provide support staff and additional personnel, including clerical; materials; day-to-day management support; on-site supervision; contract services; and other related services necessary to conduct the educational courses and programs offered under this Agreement.

District and County shall also provide support as noted in section II.C.

D. Instructor Compensation:

1. Subject to the provisions below - Instructors who are employees of the County shall simultaneously also be considered employees of the District for purposes of enabling the District to receive state apportionment funding based on the number of FTES generated by this Agreement.
2. If these Instructors are working an assigned shift for their employing agency during their hours of instruction, their employing agency shall be considered the employer for all purposes including but not limited to compensation..
3. If these Instructors are not working an assigned shift for their employing agency during their hours of instruction, the District shall be considered the employer for all purposes including but not limited to compensation. Instructional time shall be paid in accordance with the District's salary schedule for part-time, temporary faculty (See Ed. Code, § 87482.5.).
4. No Instructor employed by the District on a part-time, temporary basis may be permitted by either Party to work more than the statutorily

required percentage of the hours per week considered a full-time assignment for regular employees of the District having comparable duties. (Ed. Code, § 87482.5.)

E. Attendance Accounting and Instruction:

1. District shall schedule at its Criminal Justice Academy facility, consistent with Section III. A. below, portions of the training programs and courses that have been: a) approved by the Sheriff and offered by the District, b) approved in accordance with the District's policies and procedures and the Board of Governor's regulations, and c) published in the current College catalogue.
2. County shall schedule at its facility located at 1900 West Katella Avenue, consistent with Section III.B. below, portions of the training programs and courses that have been: a) approved by the Sheriff and offered by the District, b) approved in accordance with the District's policies and procedures and the Board of Governor's regulations, and c) published in the current College catalogue.
3. Student Enrollment Information: The District and County shall be jointly responsible for assuring that all necessary application, enrollment, attendance, grading, and supporting documentation for students enrolled in the training programs and courses is submitted in a complete and timely manner. In order for the District to be able to timely submit course and program documentation, all application, enrollment, attendance, grading and supporting documentation, including the OCSA Course Roster, shall be submitted to the District no later than three working days following the closing date of each course section.
4. Records of student attendance and achievement will be maintained by the County. Records will be open for review at all times by the District.
5. The District may at any time request, receive, and review class rosters, attendance records and grade sheets. District shall, upon request, be permitted to review examinations used for the awarding of grades and to supervise the grading process.
6. District shall provide County a District Class Profile Report reflecting course name and student attendance hours for each academic term. More frequent reports will be provided in spring so the County can provide a preliminary reimbursement invoice as outline in Attachment A.

- F. Students who receive instruction pursuant to this Agreement shall be enrolled at Santa Ana College, and the instruction provided shall be under the control and management of the District's Board of Trustees and Santa Ana College. The Parties

shall not charge students who receive instruction pursuant to the Agreement any additional tuition, fees, or charges of any kind beyond those the District is required to charge, or may charge, as a matter of law.

1. Where appropriate, students may be charged for material fees in accordance with District policy and procedures, as well as the regulations of the Board of Governors.
2. The District will assist the Sheriff's Department in student registration procedures, associated paperwork, and other support services.

II. USE OF FACILITIES

- A. Use of District Facilities: The District will provide the nonexclusive use of its facilities at the Santa Ana College Criminal Justice Academy, located at 15991 Armstrong Ave., Tustin, CA 92782, free of charge, except as provided elsewhere in this Agreement, for use by the County's Sheriff's Department in conjunction with the programs and courses contemplated by this Agreement, on an as-needed, and space available basis. To the extent possible, the District will provide these facilities during normal business hours and at such other times as the Parties' representatives may agree to in writing.
- B. Use of County Facilities: The County requires the District to sign and execute the County's entry use permit agreement ("License Agreement") prior to the County providing the nonexclusive use of its facilities located at 1900 West Katella Avenue, Orange, California 92867, free of charge for purposes of this Agreement, except as provided elsewhere in this Agreement, for use by the County's Sheriff's Department in conjunction with the programs and courses contemplated by this Agreement, on an as-needed, and space available basis. To the extent possible, the County will provide these facilities during normal business hours, and at such other times as the Parties' representatives may agree to in writing. County shall repair instructional equipment, including classroom visuals and audio equipment (tables, computers, and projects, etc.) at this facility. Once executed, the License Agreement will be attached to this Agreement as Attachment D and is incorporated herein by reference.
- C. District and County Facilities: Except as noted herein, each Party shall be responsible and pay for the necessary day-to-day management support, on-site supervision, and other related services and supplies necessary to conduct the training courses and programs offered under this Agreement.
 1. County shall provide the following for both facilities:
 - a. Maintenance of building
 - b. Janitorial services & supplies

- c. Janitorial equipment
 - d. Landscape
2. District shall provide the following for both facilities:
 - a. Instructional equipment/services & supplies
 - b. Communication/audio-visual equipment
 - c. Rental of instructional equipment, including classroom visual and audio equipment (tables, computers, and projectors, etc.)
 3. District shall repair instructional equipment, including classroom visuals and audio equipment (tables, computers, and projects, etc.) at the Tustin Facility.
 4. Mutual responsibility will include the Lease of Additional Facilities.

District is responsible for managing and providing the classroom related equipment and supplies in II.C.2.a-c, II. C.3. and the support in I.C. for the courses and programs conducted at the Training Facility, the Santa Ana College Criminal Justice Academy at 15991 Armstrong Avenue, Tustin, CA 92782. Although County is responsible for the general management and maintenance of the Training Facility at 1900 West Katella Avenue, Orange, CA 92867 (“Training Facility”), the District is responsible for providing the Katella facility classroom related equipment and supplies in II.C.2.a-c, II.C.3. and the support in I.C. for the courses and programs conducted at the Training Facility.

Facilities made available pursuant to this Agreement shall be managed and maintained in such condition that each facility meets all applicable federal, state, and local health regulations and that the facilities are adequate for the courses and programs offered and the number of students projected to attend.

III. JOINT RESPONSIBILITIES

- A. Annual Planning Meeting: County and District shall conduct a minimum of one annual planning meeting on or before May 31st of each fiscal year or on an as needed basis to meet the training program’s needs and discuss the following:
 - 1) The type of courses and trainings to be offered, the scheduling of the courses to be offered, and identification of the location for the courses and trainings.
 - 2) The decisions reached shall be memorialized and the agreed Course and Training Catalogue shall be published and made available to both Parties. Each Party

agrees to use its best efforts to achieve a course and training schedule that is comprehensive and detailed.

- 3) In the event an agreement is not reached by the Parties, the current Course and Training curriculum will continue.

B. Community College District Standards: The County shall coordinate with the District to ensure that all personnel, equipment, and materials used in carrying out the Parties' responsibilities under this Agreement conform to State of California mandated standards governing instructional programs for community colleges.

IV. INDEPENDENT CONTRACTOR

District shall be considered an independent contractor and neither District, its employees, nor anyone working under District shall be considered an agent or an employee of county. Neither, District, its employees or anyone working for District shall qualify for workers' compensation or other fringe benefits of any kind through County.

V. FORCE MAJEURE

Neither District nor County shall be assessed or be found in breach during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided District and/or County gives written notice of the cause of the delay to the other party within 36 hours of the start of the delay and avails itself of any available remedies.

VI. CONFIDENTIALITY

District agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by District and District's staff, agents and employees.

VII. COMPLIANCE WITH LAWS

District represents and warrants that services to be provided under this Agreement shall fully comply, at District's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by county in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. District acknowledges that County is relying on District to ensure such compliance, and pursuant to the requirements of paragraph "XII" below, District agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

VIII. CONTINGENCY OF FUNDS

County acknowledges that funding related to this program or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from the State of California to District; and inclusion of sufficient funding for the services hereunder in the budget approved by District's Board of Trustees for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, District or County may immediately terminate or modify this Agreement without penalty.

District acknowledges that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty. County acknowledges that District may obtain apportionment funding from the State of California based on the number of FTES.

IX. DRUG-FREE WORKPLACE

The District hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The District will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355 subd. (a)(1).
2. Establish a drug-free awareness program as required by Government Code section 8355 subd. (a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code section 8355 subd. (a)(3) that every employee works under this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and

- b. Will agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in termination of the Agreement, and the District may be ineligible for award of any future County agreements if the County determines that any of the following has occurred:

1. The District has made false certification, or
2. The District violates the certification by failing to carry out the requirements as noted above.

X. NEWS/INFORMATION RELEASE

Each party agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from the County through the County's OCSD Public Information Officer and the District through the Santa Ana College's Public Information Officer.

XI. PRECEDENCE

The Agreement consists of this Agreement and its attachments and exhibits. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then the attachments, and then the exhibits.

XII. INDEMNIFICATION AND LIABILITY

- A. District 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 which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement ("Claims"). In any action or proceeding to enforce or interpret any provision of this Contract, each party bear their own attorney's fees, costs and expenses.
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County's receipt of services, goods or other performance pursuant to this Agreement ("Claims").
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall

be apportioned according to the Party's percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.

- D. This mutual indemnification shall survive termination of this Agreement or final payment therefore.

XIII. INSURANCE REQUIREMENTS

- A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:

1. Commercial General Liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.
2. Business or Commercial Automobile Liability insurance or coverage written on an "occurrence" basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
3. Workers Compensation insurance with statutory limit and Employers' Liability with a \$1,000,000 limit per occurrence.

- B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.

- C. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

XIV. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

This Agreement shall commence August 13, 2025 and continue through August 12, 2028, and may be renewed by mutual agreement of both Parties for an additional two-year term.

- A. Termination: Either Party may terminate this Agreement , with or without cause.. Termination may take place upon 30 days written notice or with written notice and after the completion of the training program that is currently in progress, whichever is later in time. Neither Party shall incur any liability to the other because of the termination.
- B. In the event of termination, each Party shall fully pay and assign college credit pursuant to the terms of this Agreement in favor of the other Party accruing prior to the termination date.

XV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

- A. Full Authority: Each Party warrants to the other that it has full authority to administer this Agreement, including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.
- B. Access to Documents: Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. The Parties agree that inspection of records is subject to applicable law recognizing the privacy rights of students and/or employees. Within 48-hours of the receipt of written audit notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.
- C. Audit: The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than 5 years after termination of this Agreement.

XVI. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM

All writings, documents, illustrations, or any other works of authorship fixed in any tangible or digital medium of expression (“writing”) prepared by District or County and its Instructors shall be and shall remain the property of the Party who prepared the writing.

XVII. PRIOR AGREEMENTS NULL AND VOID

All prior Agreements and any amendments thereto, are null and void as of the effective date of this Agreement. This provision includes, but is not limited to, all prior agreements between the Parties relating to the use of District facilities and the provision of training programs and courses for law enforcement personnel, retention of consultants, and the payment of student fees and tuition by and between the Rancho Santiago Community College District on behalf of Santa Ana College, and the County of Orange, through its Sheriff-Coroner Department.

XVIII. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Iris I. Ingram, Vice Chancellor, Business Services
Email: ingram_iris@rsccd.edu
Ph: (714) 480-7340

Santa Ana College
1530 West 17th Street
Santa Ana CA, 92706
Attn: Dr. Jeffrey N Lamb, Ph.D.
Lamb_Jeffrey@sac.edu
Ph: (714) 564-6080

County: County of Orange
Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92667
Attn: Training Division Commander
Ph: (714) 538-2712

County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Supervising PCS
mayala@ocsheriff.gov
Ph: (714) 834-6360

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

XIX. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this Agreement

may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

XX. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Orange County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.

XXI. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions.

XXII. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Neither Party may assign nor transfer any or all of that Party's rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party. Any attempt by District to assign the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute of breach of this Agreement.

XXIII. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

XXIV. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, or other basis set forth in Government Code section 11135. The Parties further understand that harassment of any student or employee of either Party because of that person's race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

XXV. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the District only after it has been approved or ratified by the Board of Trustees of the Rancho Santiago Community College District as evidenced by a motion duly passed and adopted by the Board Trustees.

In accordance with the Government Code, including but not limited to sections 25303, 25330 et seq., and 26227, this Agreement is valid and an enforceable obligation of the County only after it has been approved by either the Orange County Board of Supervisors, as evidenced by a minute order reflecting such approval, or by an officer to whom the authority has been duly delegated by the Board of Supervisors.

XXVI. AGREEMENT

This writing, including any amendments or exhibits, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the County and District. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The County acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the District. The District acknowledges that changes to any provision of this agreement may require an action of the Orange County Board of Supervisors.

Conflict of Interest – District’s Personnel

Both Parties shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the other Party. This obligation shall apply to the Party, Party’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Parties’ efforts shall include, but not be limited to establishing precautions to prevent 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 the other Party’s staff or elected officers from acting in the best interests of the other Party.

The Parties shall notify the other Party, in writing, of any potential or actual conflicts of interest between the Parties that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known public officer’s child is an officer, employee, or agent of the other Party. While both Parties will be required to provide this information without prompting any time there is a change regarding conflict of interest, Parties must also provide an update to the other Party upon request.

(Signature page to follow)

IN WITNESS WHEREOF, the Board of Trustees of the Rancho Santiago Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and County has caused the same to be subscribed on its behalf by the Chairperson of the Orange County Board of Supervisors and/or its duly authorized officer.

County

By _____

Print Name: Yvette Torres _____

Title: Purchasing Manager _____

Date _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by:  _____
Deputy B7726751D1E947E...

Rancho Santiago Community College District

By _____

Print Name: Iris I. Ingram _____

Title: Vice Chancellor, Business Services _____

Date _____

ATTACHMENT A

Payment and Compensation

1. The District agrees to pay the County at a rate of \$1.95 per student hour for all course hours attended.
2. County shall provide District a Course Roster showing the student attendance course hours. These reports will be submitted upon the completion of each course, per Section I.E.3.
3. County will validate the District Class Profile Report to the OCSD Course Roster, per Section I.E.3 and prepare the annual invoice.
4. District shall pay County in one annual payment for actual student course hours attended according to OCSD Course Rosters submitted to the College.
5. Payment will represent prior fiscal year (July 1st through June 30th). The invoice will be generated by the County no later than August 31st and shall be paid by the District to the County no later than October 1st of each fiscal year covered by this Agreement.
6. Reasonable delays shall only be permitted if approved by both Parties. Otherwise, late payments shall be considered a breach of this contract.
7. District shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Agreement.
8. County shall charge District late payment penalties in accordance with County Billing Policy.
9. District shall send payments to the following remittance address:

County of Orange
PO Box 4005
Santa Ana, CA 92702-4005

ATTACHMENT B

***TEMPLATE ONLY. The County makes no representations, authorization or warranties regarding this document or the information contained therein, or its use in establishing agreements between the District and Individual Instructors. It is intended for informational purposes only. In no event will the County of Orange be liable or responsible in any way for any aspect of any relationship or employment between District and Individual Instructors. This template shall not be altered other than to name the instructor and their employing agency, if applicable.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INSTRUCTOR AGREEMENT**

(SAMPLE AGREEMENT ATTACHED)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INSTRUCTOR AGREEMENT
Criminal Justice Academies**

**With Instructors from a Public Agency or Private
Organization Pursuant to District’s Instructional
Services Agreement**

With a Public Agency or Private Organization Hereinafter Referred to as ENTITY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the California Education Code, to enter into a written contract with

_____, an instructor, hereinafter
known as (name)

INSTRUCTOR, who is employed by _____,

INSTRUCTOR agrees to participate in the delivery of approved curriculum from the relevant college within DISTRICT, which will be either Santa Ana College or Santiago Canyon College. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through an Instructional Services Agreement between DISTRICT and ENTITY. INSTRUCTOR agrees to provide the supervision and control necessary for the protection of the health and safety of students and may not have any other assigned duties during the instructional activity. INSTRUCTOR agrees to report student attendance and grades to DISTRICT.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Services Agreement signed by ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College or Santiago Canyon College and POST (Peace Officer Standards and Training). Curriculum materials, testing and grading procedures, and materials and services such as those that DISTRICT provides to its hourly instructors on campus, may be provided by DISTRICT to INSTRUCTOR.

COMPENSATION OF INSTRUCTOR

INSTRUCTOR shall be deemed a part-time employee of the DISTRICT for purposes of the Facilities Use and Instructional Services Agreement, if INSTRUCTOR is “off-duty,” which is defined as not working an assigned shift for the ENTITY, or other employing agency, during the hours of instruction. An “off-duty” INSTRUCTOR shall be paid by the DISTRICT in accordance with its salary schedule for part-time temporary employee. DISTRICT is responsible for all salary and benefits payable or owing to INSTRUCTOR who qualifies for compensation as a part-time temporary employee. Benefits for which DISTRICT is responsible include, but are not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would accrue to part-time faculty members. DISTRICT may require proof from INSTRUCTOR that they were not working an assigned shift for ENTITY during the hours of instruction.

INSTRUCTOR shall not be deemed a part-time temporary employee of DISTRICT when INSTRUCTOR is “on-duty,” which is defined as working an assigned shift for ENTITY, or other employing agency, during their instruction hours. When an INSTRUCTOR is “on-duty” during their instruction hours, the INSTRUCTOR is, and all times shall be, an employee of ENTITY, or other employing agency, and not of DISTRICT. DISTRICT will not be obligated to compensate INSTRUCTOR for services delivered under the Instructional Services Agreement, nor will DISTRICT be responsible for benefits including but not

limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue for faculty members.

INSTRUCTOR agrees to provide notice to DISTRICT if their assigned shift for ENTITY, or other employing agency changes, such that DISTRICT'S duty to compensate INSTRUCTOR for services delivered under the Instructional Services Agreement changes during the time this Instructor Agreement is in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:

_____	_____	_____
Instructor Name (print)	Instructor Signature	Date
_____	_____	_____
College Administrator Name	Administrator Signature	Date
_____		_____
Assistant Vice Chancellor, Human Resources		Date

ATTACHMENT C
COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days

after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60

days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. ISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20

days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

Contract Summary Form

OC Expediter Requisition #1719861
Rancho Santiago Community College District

Summary of Significant Changes

N/A

Subcontractors

This contracts do not include subcontractors or pass through to other providers.

Contract Operating Expenses

See attached excerpt from the contract below, which details the pricing in the not to exceed the term effective August 13, 2025, through August 12, 2028, in the not to exceed amount of \$625,000, to County per year in revenue, renewable for a two-year term.

AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND COUNTY OF SAN DIEGO

XIV. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

This Agreement shall commence August 13, 2025 and continue through August 12, 2028, and may be renewed by mutual agreement of both Parties for an additional two-year term.

ATTACHMENT A

Payment and Compensation

1. The District agrees to pay the County at a rate of \$1.95 per student hour for all course hours attended.
2. County shall provide District a Course Roster showing the student attendance course hours. These reports will be submitted upon the completion of each course, per Section I.E.3.
3. County will validate the District Class Profile Report to the OCSD Course Roster, per Section I.E.3 and prepare the annual invoice.
4. District shall pay County in one annual payment for actual student course hours attended according to OCSD Course Rosters submitted to the College.
5. Payment will represent prior fiscal year (July 1st through June 30th). The invoice will be generated by the County no later than August 31st and shall be paid by the District to the County no later than October 1st of each fiscal year covered by this Agreement.
6. Reasonable delays shall only be permitted if approved by both Parties. Otherwise, late payments shall be considered a breach of this contract.
7. District shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Agreement.
8. County shall charge District late payment penalties in accordance with County Billing Policy.
9. District shall send payments to the following remittance address:

County of Orange
PO Box 4005
Santa Ana, CA 92702-4005



RECEIVED

2025 AUG -8 AM 11:03

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Chairman Chaffee, Fourth District
From: Supervisor Vicente Sarmiento, Second District
Date: August 8, 2025

Day Chaffee
Vicente Sarmiento

RE: Items for August 12, 2025, Board of Supervisors Meeting

SS/JP

Please add this as a supplemental item for the August 12, 2025, Board of Supervisors meeting:

Approve the sponsorship of the following nonprofit entities from the Second District events funds:

- Viet Rainbow of Orange County - \$1,500
- OCEA - \$3,500
- Orange County Grantmakers - \$2,500
- Working Wardrobes - \$3,500
- Tustin Community Foundation - \$1,150

Recommended Actions:

1. Approve the addition or revisions of events to the FY 2025-26 County Event Calendar, as set forth in Attachment A, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

2. Authorize Auditor-Controller to make related payments.



Office of Supervisor Janet Nguyen

MEMORANDUM

August 7, 2025

TO: Robin Stieler, Clerk of the Board
FROM: Supervisor Janet Nguyen, First District
SUBJECT: Supplemental Item for the August 12, 2025 Board of Supervisor Meeting

Handwritten signatures of Chuck Hall and Doug Chaffee.

Handwritten number 556Q.

Supplemental Agenda Item Title: Approve Contract for Cultural Heritage Festival

Summary:

On August 15-17, 2025, First District will be hosting an event to celebrate 50 years of the Vietnamese - American Journey, which is a Cultural Heritage Festival featuring live music, food vendors, carnival rides and community booth. Supervisor Nguyen requests approval of the contract below, to provide services for the event from Budget Control 006, Board of Supervisors - 1st District budget.

Recommended Action Items:

- 1. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into a Contract with O Entertainment for Event Services in the amount of \$55,000, funded from Budget Control 006, Board of Supervisors - 1st District budget.
2. Find under Government Code section 26227 that this expenditure is necessary to meet the social needs of the population of the County of Orange.
3. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.

Concur:

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



RECEIVED

2025 AUG 8 AM 11:24

MEMORANDUM

To: Robin Stieler, Clerk of the Board
From: Chair Doug Chaffee, Supervisor, 4th District
Date: 8/8/2025

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Doug Chaffee

RE: Add Supplemental Item to August 12th, 2025, Board Meeting Agenda – Appoint Tanya Doby to the Orange County Council of Governments

556R

Chair Chaffee requests that a supplemental item be placed on the August 12th, 2025, Board of Supervisors agenda to appoint Tanya Doby to the County-At-Large Representative position for the Orange County Council of Governments for a term of 08/28/2025 – 08/27/2027.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB



APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors 400 W. Civic Center Dr., 6th Floor Santa Ana, California 92701 Email: response@ocgov.com Website: https://cob.ocgov.com/

(FOR COUNTY USE ONLY)

2025 AUG -8 AM 11: 24

CLERK OF THE BOARD COUNTY OF ORANGE BOARD OF SUPERVISORS

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration and attach a resume. 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 https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

County of Orange - At Large seat for OCCOG

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: [X] First [] Second [] Third [] Fourth [] Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Tanya Doby
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

[X] EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application. A RESUME MUST BE ATTACHED TO YOUR APPLICATION.

ARE YOU A CITIZEN OF THE UNITED STATES: [X] YES [] NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? [X] YES [] NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
SCAG - CEDH Committee	06/2023	present
OCCOG - Alternate	06/2023	present
ACCOC - 1st VP	05/2022	present

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 JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTRIAL 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.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I have been an alternate to OCCOG for 4 years and would like to be the Board appointed voting member.

DATE: May 23, 2025

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 _____

TANYA DOBY

PROFESSIONAL SUMMARY

Accomplished civic leader and seasoned human resources professional with over 25 years of experience in personnel development, public administration, and community engagement. Proven ability to lead transformational initiatives in public safety, education, and municipal operations. Recognized as a 2023 Woman of Distinction and 2024 Woman of the Year for Assembly District 70, with a track record of securing funding, fostering interagency partnerships, and advancing policies that promote equity, efficiency, and fiscal responsibility.

LEADERSHIP & PUBLIC SERVICE

Los Alamitos City Council, Los Alamitos, CA

Councilmember

2019 – Present

- Appointed to City Council in 2019; elected to a full term in 2020 due to strong community support and leadership.
 - Spearheaded efforts that led to a fully staffed and funded law enforcement team for the first time in nearly a decade.
 - Rebuilt city management infrastructure, enhancing operational effectiveness across departments.
 - Secured over \$10 million in state and federal grants to support economic development and public services.
 - Champion for initiatives supporting public safety, youth development, and economic growth.
 - Founding member of an interagency working group with the Los Alamitos School District, launching collaborative educational and safety programs.
-

PROFESSIONAL EXPERIENCE

Anchored Rose, Inc

Senior Human Resources Manager - Consultant

2011 - Present

- Led personnel development programs for a large organization, overseeing recruitment, training, and performance management.
 - Developed and implemented equitable HR policies, improving employee satisfaction and retention.
 - Advised leadership on strategic workforce planning and organizational change management.
-

COMMUNITY ENGAGEMENT

- **Hero of the Heart Award Recipient**, Rossmoor Elementary School – Recognized for volunteerism and impact in education.
 - Active volunteer with local schools and community organizations since 2012.
 - Advocate for youth programs, neighborhood safety, and family services.
-

EDUCATION

BA, Speech Communication
California State University Long Beach, Long Beach, CA

SKILLS & EXPERTISE

- Public Policy & Governance
 - Grant Acquisition & Budget Oversight
 - Community Development
 - Human Resources & Organizational Leadership
 - Strategic Planning
 - Collaborative Partnerships
 - Public Safety & Youth Advocacy
-



LEON J. PAGE
COUNTY COUNSEL

RECEIVED

2025 AUG -7 AM 7:51

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

Agenda Item No. SCS- 2
August 12, 2025

MEMORANDUM

August 7, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 12, 2025, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *Kristin L. Nitz v. County of Orange*, Orange County
Superior Court Case No. 30-2023-01357534-CU-PO-CJC.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO



RECEIVED

2025 AUG -7 AM 7:51

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
August 12, 2025

M E M O R A N D U M

August 7, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 12, 2025, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *Jane Doe v. County of Orange*, Orange County
Superior Court Case No. 30-2023-01305375-CU-WT-CJC.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO



RECEIVED

2025 AUG -7 AM 7:51

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
August 12, 2025

MEMORANDUM

August 6, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting that a closed session be held on Tuesday, August 12, 2025, for the Board to consider various pre-litigation claims filed by members of the public for losses and damages incurred as a result of the September 2024 Airport Fire, as authorized under Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO
LITIGATION pursuant to Government Code section
54956.9(d)(2).
Number of Cases: Multiple.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO



RECEIVED

2025 AUG -7 AM 7:51

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 5
August 12, 2025

MEMORANDUM

August 7, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 12, 2025, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *L.C. v. Orange County Sheriff's Department*,
Orange County Superior Court Case No. 30-2023-01343675-CU-
PO-CJC.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO



RECEIVED

2025 AUG -7 AM 7:51

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 6
August 12, 2025

M E M O R A N D U M

August 7, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 12, 2025, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *D.G. v. DOE I*, Orange County Superior Court
Case No. 30-2021-01184865-CU-PO-CJC.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO



RECEIVED

2025 AUG -7 AM 7:51

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 7
August 12, 2025

M E M O R A N D U M

August 7, 2025

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 12, 2025, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section
54956.9(d)(1).
Name of Case: *B.H. v. Orange County Social Services Agency*,
Orange County Superior Court Case No. 30-2021-01206361-CU-
PO-CJC.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Michelle Aguirre, CEO