

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Health Services Agency

BOARD AGENDA: 5.B.8  
AGENDA DATE: June 28, 2022

**SUBJECT:**

Approval to Enter into a Grant Agreement with the California Department of Public Health for the Local Oral Health Program from July 1, 2022 through June 30, 2027

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2022-0333**

On motion of Supervisor B. Condit Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

**MOTION:**

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Health Services Agency

BOARD AGENDA:5.B.8  
AGENDA DATE: June 28, 2022

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Enter into a Grant Agreement with the California Department of Public Health for the Local Oral Health Program from July 1, 2022 through June 30, 2027

**STAFF RECOMMENDATION:**

1. Approve Grant Agreement Number 22-10205 with the California Department of Public Health for the Local Oral Health Program from July 1, 2022 through June 30, 2027.
2. Authorize the Health Services Agency Managing Director or her designee to sign the Grant Agreement and any subsequent amendments.

**DISCUSSION:**

The Local Oral Health Program (LOHP) was initiated in Stanislaus County in 2018 through new funding from the California Department of Public Health. This funding is generated from Proposition 56, the California Healthcare, Research, and Prevention Tobacco Tax Act of 2016. This initiative increased the State cigarette tax by \$2 per pack and added an equivalent amount on other tobacco products.

The annual State Budget, California Health and Safety Code (HSC) Sections 104750-104765, 104770-104825, 104865 & 131085, and the Revenue and Taxation Code Sections 30130.50-30130.58 (California Healthcare, Research & Prevention Tobacco Tax Act of 2016) provide the Office of Oral Health at the California Department of Public Health with the legislative authority to build capacity and infrastructure for the development, implementation, and evaluation of best practices and evidence-based programs in oral disease prevention. These efforts are to be carried out by local health jurisdictions including the Stanislaus County Health Services Agency, under the direction of the State Dental Director.

The goal of the Office of Oral Health is to create and expand capacity at the local level to educate, prevent, and provide linkages to treatment programs, including dental disease caused by using cigarettes and other tobacco products. The Stanislaus County Oral Health Program is expected to expand upon the current plan to include the following program activities related to oral health in our communities: education, disease prevention, community-clinical linkages, and surveillance. This goal shall be achieved by providing funding for activities that support demonstrated oral health needs and prioritize underserved areas and populations. The target for community-clinical linkages will be that a minimum of 50% of eligible schools will have a dental program by 2027.

The Stanislaus County Oral Health Program provides oral health education, dental disease prevention strategies, and linkage to care, with a special focus on children. Efforts are guided by three core values: prevent the onset of poor oral health; protect oral health and achieve health equity by addressing the needs of those at most-risk; and promote a coordinated, multi-disciplinary, evidenced-based approach to sustain efforts over time.

Through the program's four strategic priority areas of awareness, access, advocacy, and action, many successes have been achieved over the past five years.

The program has screened over 2,300 Stanislaus County children and linked them to dental homes for treatment and on-going routine preventative care. Additionally, 91% of those children also received fluoride varnish, preventing new cavities from forming and slowing down or stopping worsening tooth decay. The program established an Oral Health Advisory Committee (OHAC) comprised of more than twenty active members, which includes oral health professionals, school nurses, federally qualified health centers, community-based organizations, and social services program partners. Each October, the program and OHAC celebrates National Dental Hygiene Month. Even throughout the pandemic, the program and OHAC found ways to increase awareness, share educational materials, and celebrate National Dental Hygiene Month.

In partnership with the Women, Infants, and Children (WIC) program and First 5 Stanislaus, the Oral Health Advisory Committee (OHAC) honored 4-year-olds soon to be "WIC graduates." Over 1,300 graduates were mailed an oral health kit, an Elmo "Ready, Set, Brush" book, a "Potter the Otter Goes to the Dentist" book, toothbrushing chart, and educational materials. Over the last five years, the Oral Health Advisory Committee (OHAC) has successfully collaborated on at least thirty-six other projects, which included community outreach events, oral health screenings, community linkage to clinical care, and various oral health trainings.

During these next five years, the program will build on the successful and effective community prevention and clinical linkage strategies that have been established, while also working towards expanding school-linked dental programs.

#### **POLICY ISSUE:**

Per the County's Grant Policy, County departments are to seek Board approval to accept any new grants or funding agreements, regardless of whether it requires a County General Fund match. Required authorization can be obtained in a scheduled budget cycle or through a separate Board agenda action process. Board of Supervisors' authorization is being requested to accept the funding allocation and any subsequent amendments from the California Department of Public Health.

#### **FISCAL IMPACT:**

The Stanislaus County Local Oral Health Program awarded by the California Department of Public Health (CDPH) provides \$1,516,665 in funding over the July 1, 2022, through June 30, 2027, grant term, with a maximum annual funding amount of \$303,333 and potential carry over of unused funds across fiscal years. Year one (July 1, 2022 – June 30, 2023) revenue and appropriations associated with the Local Oral Health Program are budgeted in the 2022-2023 Public Health Proposed Budget. Year two through year five will be included in the future budget cycles. There is no impact to the County General Fund associated with this agenda item.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended action supports the Board of Supervisors' priority of *Supporting Community Health* by improving oral health programming and access to preventative treatment.

**STAFFING IMPACT:**

Existing staff will perform the activities and complete the associated grant deliverables.

**CONTACT PERSON:**

Lori Williams, Public Health Director

209-558-8804

Mary Ann Lilly-Tengowski, Managing Director

209-558-7163

**ATTACHMENT(S):**

1. CA Oral Health Program 1



***CALIFORNIA ORAL HEALTH PROGRAM***  
***Moving California Oral Health Forward***

**Awarded By**  
**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**  
**TO**  
**County of Stanislaus, hereinafter “Grantee”**

**Implementing the “Stanislaus County Local Oral Health Program,” hereinafter  
“Project”**

**GRANT AGREEMENT NUMBER 22-10205**

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

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 & 131085 and Revenue and Taxation Code 30130.57.

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide establish or expand upon existing Local Oral Health Programs by including the following program activities related to oral health in their communities: education, disease prevention, facilitating community-clinical linkages, and surveillance. These activities will improve the oral health of Californians. This goal shall be achieved by providing funding for activities that support demonstrated oral health needs and prioritize underserved areas and populations.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of One Million Five Hundred Sixteen Thousand Six Hundred Sixty Five Dollars and Zero Cents (\$1,516,665.00).

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

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

California Department of Public Health

Grantee: County of Stanislaus

Name: Cara Vierra	Name: Sharrie Sprouse, Oral Health Program Coordinator
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 251 E. Hackett Road
City, ZIP: Sacramento, CA 95814	City, ZIP: Modesto, CA 95358
Phone: (916) 552-9898	Phone: (209) 525-4831
E-mail: DentalDirector@cdph.ca.gov	E-mail: SSprouse@schsa.org

Direct all inquiries to the following representatives:

<b>California Department of Public Health, Office of Oral Health]</b>	<b>Grantee: County of Stanislaus]</b>
Attention: Cara Vierra	Attention: Sharrie Sprouse, Oral Health Program Coordinator
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 251 E. Hackett Road
City, Zip: Sacramento, CA 95814	City, Zip: Modesto, CA 95358
Phone: (916) 552-9898	Phone: (209) 525-4831
E-mail: DentalDirector@cdph.ca.gov	E-mail: SSprouse@schsa.org

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

<b>Remittance Address</b>
<b>Grantee: County of Stanislaus]</b>
Attention "Cashier":
Address: PO Box 770
City, Zip: Modesto, CA 95354
Phone: (209) 5587598
E-mail: bsilva@schsa.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) -

<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

Exhibit E ADDITIONAL PROVISIONS

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

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

Executed By:

APPROVED AS TO FORM:

Thomas E. Boze, County Counsel

By: Marc Hartley  
Marc Hartley  
Deputy County Counsel

Date: 7/18/22

Mary Ann Lilly-Tengowski

Mary Ann Lilly-Tengowski, Managing Director  
County of Stanislaus  
P.O. Box 3271  
Modesto, CA 95353

Date: \_\_\_\_\_

Joseph  
Torrez

Digitally signed by  
Joseph Torrez  
Date: 2022.07.26 10:40:06  
-07'00'

Joseph Torrez, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

Exhibit A

**Moving California Oral Health Forward 2022 – 2027  
Application Checklist**

<b>DUE: 12/15/21</b>	
<b>DATE OF SUBMISSION:</b>	12/14/2021
<b>ORGANIZATION NAME:</b>	Stanislaus County Health Services Agency
<b>APPLICATION CONTACT NAME:</b> Sharrie Sprouse	<b>PHONE NUMBER:</b> (209) 525-4831
<b>EMAIL ADDRESS:</b> SSprouse@schsa.org	

Complete this Application Checklist and email it along with the following documents to: [DentalDirector@cdph.ca.gov](mailto:DentalDirector@cdph.ca.gov) by 12/15/21\*

*\*Note: A supplemental submission containing Document E (Supplemental Submission Checklist) and Document F (Detailed Budget and Justification) is due on 01/31/22. This is to accommodate additional program and fiscal planning as part of an interactive process with OOH.*

**APPLICATION CONTENTS:**

**Please Check**

Application Checklist (Document A)  
Grantee Information Form (Document B)  
Narrative Summary Form (Document C)  
Governmental Payee Form CDPH 9083 (Document D)  
Grant Activities and Reporting/Tracking Measures (Exhibit A)

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

## Grantee Information Form

Organization	This is the information that will appear in your grant agreement.	
	Federal Tax ID #	_____
	Name	Stanislaus County Health Services Agency
	Mailing Address	P.O. Box 3271, Modesto, CA 95353
	Street Address (If Different)	917 Oakdale Road, Modesto, CA 95355
	County	Stanislaus
	Phone	(209) 558-7116 Fax (209) 558-8320
Website	www.schsa.org	
Grant Signatory	The <b>Grant Signatory</b> has authority to sign the grant agreement cover.	
	Name	Mary Ann Lilly-Tengowski
	Title	Managing Director
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input checked="" type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	(209) 558-7163 (209) 558-8320
Email	MLilly@schsa.org	
Project Director	The <b>Project Director</b> is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	Sharrie Sprouse
	Title	Oral Health Program Coordinator
	Supervisor Name and Title	Heather Duvall, Health Promotion Manager
	Supervisor Email and Phone	HDuvall@schsa.org (209) 525-4804
	<b>If address(es) are the same as the organization above, just check this box and go to</b> <input type="checkbox"/>	
	<b>Phone</b> Mailing Address	_____
	Street Address (If Different)	251 E. Hackett Road, Modesto, CA 95358
	Phone	(209) 525-4831 Fax (209) 558-1242
	Email	SSprouse@schsa.org
Funding	These are the annual <b>Funding</b> amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 22/23)	\$ 303,333
	Year 2 (FY 23/24)	\$ 303,333
	Year 3 (FY 24/25)	\$ 303,333
	Year 4 (FY 25/26)	\$ 303,333
	Year 5 (FY 26/27)	\$ 303,333

**Narrative Summary Form**  
Stanislaus County Health Services Agency

## NARRATIVE SUMMARY

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### ***Overview & Oral Health Status***

Stanislaus County is located in the Central Valley and comprised of an urban-rural mix with a population of 547,899 residents. The poverty rate is 14.5% with the majority being comprised of communities with significant amount of the population that fall far below the federal poverty level. Approximately 45.8% of residents are eligible to receive Medi-Cal and the median household income is \$51,591, which is below the state and national average. Additionally, only 77.6% of the population has earned a high school degree or higher compared to 82.1% of California, contributing to lower health literacy among its residents. The ethnic composition is primarily Hispanic/Latino (46.3%) and non-Hispanic Whites (41.9%). Stanislaus has a young population with almost 30% of its residents under the age of 18. Stanislaus County has a dental provider-to-patient ratio of 2.6 provider to every 5,000 residents and of those providers approximately 2% accept Medi-Cal Dental and even fewer have the capacity to accept new patients.

Dental caries, more commonly known as cavities or tooth decay, is one of the most common chronic diseases among child and a leading cause of school absences and poor academic performance. Prevalence of untreated decay among children from lower-income households is more than twice as prevalent when compared to children from higher-income households. Kindergarten Oral Health Assessment data showed that 24.3% of Stanislaus County children screened had experienced decay. Lack of access to dental care is a problem for many children and families in Stanislaus County. According to the 2018 Stanislaus County Oral Health Needs Assessment, 31.4% of caregivers reported their child had never been to the dentist and Medi-Cal Dental data indicates only 39.9% of school-aged child had an annual dental visit in 2015-2016. Emergency department visits for non-traumatic dental conditions is an important indicator of access to care. In the 2018 needs assessment, data indicated, 4.3% of children went to the Emergency Department for a dental-related issue in Stanislaus County, which is over 3 times the state rate of 1.3% of children.

Using the needs assessment data and Oral Health Improvement Plan development, three high-risk and underserved populations were identified. (1) *Children aged 0 to 5 years and school-aged children kindergarten through 5<sup>th</sup> grade.* Data indicates that almost 30% of the county's population is under the age of 18. The California Department of Education reported that there were 50,220 children enrolled in grades K-5 in Stanislaus County in 2018-2019. Additionally, Kindergarten Oral Health Assessment data showed that almost one out of four children screened had experienced decay. (2) *Low-income and low social-economic communities were identified as a high-risk and underserved population.* Poverty rate in the county is 14.5% and, in several communities, a significant amount of the population falls far below the federal poverty threshold. The majority of Stanislaus County school districts have a 50% or higher participation rate in free or reduced fee price meal programs, and 45.8% of the population, approximately 250,765 individuals, were eligible to receive Medi-Cal. (3) *Hispanic and Latino residents were also identified and make up almost half of the*

**Narrative Summary Form**  
Stanislaus County Health Services Agency

*county's population with 46.3%. Data at both the local, regional and state level indicates that Hispanics and Latinos suffer higher rates of untreated decay and report not having a usual source of care at higher rates than Whites.*

**2017-2022 Accomplishments**

Over the last five year the Local Oral Health Program has established and maintained an active and engaged Oral Health Advisory Committee comprised of dental professionals, social service providers and other community partners. Through the collaborative efforts, the LOHP and OHAC has been able to:

- Provide oral health screenings, fluoride varnish and linkage to care for approximately 1,600 children.
- Host 5 KOHA events, offering education, assessments and referrals to a dental home.
- Educate over 1,900 children and 1,400 teachers, parents, caregivers and service providers on the importance of good oral health, establishing oral hygiene practices early in life and to receive preventative care regularly.
- Increase the local capacity to provide fluoride varnish through the establishment of the Stanislaus County Public Health Fluoride Varnish Program, which has increased access and community-care linkages among high-risk and underserved populations.
- Develop and implement a surveillance system (evaluation) to track progress among key indicators and performance measures.
- Increase the foundational knowledge and understanding of the importance of racial equity in order to address inequities and health disparities.

***Vision for the Future***

In the next five-year grant term, the LOHP will continue to build on the successful and effective community prevention and clinical linkage strategies that have been established, while also working towards making progress towards school-linked dental programs (SLDP) and advancing community water fluoridation (CWF) efforts. The additional funding for the purchase of equipment needed to support school-linked dental programs will be used to make advancements for objective two. Both SLDP and CWF strategies were impacted by COVID-19 during the 2017-2022 grant cycle. The LOHP and OHAC members have developed, tested and adapted several innovative approaches and will continue into the next grant term to address any barriers and challenges. Additionally, the LOHP will continue to track progress of key indicators and performance measures.

***Innovation to Meet the Challenge***

The impacts of COVID on schools, from the loss of in-person instructional time to implementing COVID safety measures, the largest barrier to success for the next five-year grant term will be establishing partnerships with schools. Two potential strategies to address this barrier will be to establish partnerships with after-school programs and continue to leverage existing partnerships with other community service providers.



**Submit****GOVERNMENT AGENCY TAXPAYER ID FORM**

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [GovSuppliers@cdph.ca.gov](mailto:GovSuppliers@cdph.ca.gov) or fax it to (916) 650-0100, or mail it to the address above.

Principal  
Government  
Agency Name

County of Stanislaus

Remit-To  
Address (Street  
or PO Box)

PO Box 770

City:

Modesto

State: CA

Zip Code+4: 95354

Government  
Type:

☐ City☒ County☐ Special District☐ Federal☐ Other (Specify)

Federal  
Employer  
Identification  
Number  
(FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID#  
(if known)

Dept/Division/Unit  
Name

Health Services Agency

Complete  
Address

PO Box 3271, Modesto, CA  
95353

FI\$Cal ID#  
(if known)

Dept/Division/Unit  
Name

Complete  
Address

FI\$Cal ID#  
(if known)

Dept/Division/Unit  
Name

Complete  
Address

FI\$Cal ID#  
(if known)

Dept/Division/Unit  
Name

Complete  
Address

Contact Person

Brandon Silva

Title

Manager III

Phone number

209-558-7598

E-mail address

bsilva@schsa.org

Signature

Brandon Silva

Date

9/15/12

**Grant Activities**  
**2022 – 2027**  
**REVISED 11/5/2021**

Local Health Jurisdictions (LHJs) shall implement selected strategies outlined in the California Oral Health Plan and make progress toward achieving the California Oral Health Plan's goals and objectives. The activities may include convening, coordination, and collaboration to support planning, disease prevention, surveillance, education, and linkage to treatment programs. LHJs will maintain regular reporting to demonstrate progress towards implementing grant activities.

LHJs or designees must select Grant Activities and Reporting/Tracking Measures for objectives 1, 2, and 3 and will be responsible for selecting, at a minimum, one additional objective (from objectives 4 – 7) of their choice for the entire grant term. LHJs or designees can choose one or all objectives from 4-7.

A more comprehensive summary of expectations for grant objectives, activities, and reporting/tracking measures is included in a separate LOHP Work Plan in Appendix 2.

*Based on the guidance above, please indicate which of the objectives and activities your local health jurisdiction will implement by placing an "X" in the appropriate check box below. Maintain records of reporting/tracking measures for all selected objectives and submit documentation annually, bi-annually, or as necessary, including all relevant documentation in progress report and data form submissions:*

Activities	Reporting/ Tracking Measures	Timeline
<input checked="" type="checkbox"/> <b>Objective 1: By June 30, 2027, establish or sustain program infrastructure, partnerships, and processes to ensure implementation and evaluation of the Work Plan.</b>		
<input checked="" type="checkbox"/> <b>1.1:</b> Build or maintain capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.	<b>1.1.a(A):</b> LOHP staff trainings list <b>1.1.b(A):</b> Advisory Committee (AC) members list <b>1.1.c(A):</b> AC meeting agendas <b>1.1.c(B):</b> Number of AC meetings convened <b>1.1.c(C):</b> AC meeting participation list <b>1.1.d(A):</b> Community engagement summary <b>1.1.e(A):</b> List of partner communications <b>1.1.f(A):</b> AC meeting minutes <b>1.1.g(A):</b> AC satisfaction survey evaluation	07/1/22- 06/30/27
<input checked="" type="checkbox"/> <b>1.2:</b> Assess and monitor social and other determinants of health, health status, health needs, and health care services available to local communities, with	<b>1.2(A):</b> List of prominent social determinants of health in LHJ <b>1.2(B):</b> 2020 census data on vulnerable/underserved demographics in LHJ	07/1/22- 12/31/25

**Grant Activities**  
**2022 – 2027**  
**REVISED 11/5/2021**

a special focus on underserved areas and vulnerable population groups.	<b>1.2.a(A):</b> Needs Assessment (NA) work group roster <b>1.2.b(A):</b> Summary resources and service gaps <b>1.2.c(A):</b> NA instrument <b>1.2.d(A):</b> Data gathered and inventoried <b>1.2.d(B):</b> Summary of analysis and data gaps <b>1.2.d(C):</b> Identified resources to fill data gaps <b>1.2.d(D):</b> Description of methods selected <b>1.2.e(A):</b> Action plan to collect missing NA data <b>1.2.e(B):</b> Summary of data collected <b>1.2.f(A):</b> Data summary report	
☒ <b>1.3:</b> Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.	<b>1.3.a(A):</b> Inventory of community assets and resources <b>1.3.b(A):</b> Published inventory of community assets/resources and service gaps	07/1/22- 12/31/25
☒ <b>1.4:</b> Develop a new or update an existing community health improvement plan (CHIP) and create an action plan to address the oral health needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state oral health objectives.	<b>1.4.a(A):</b> CHIP timeframe <b>1.4.a(B):</b> Summary of objectives and strategies <b>1.4.a(C):</b> List of participants in CHIP planning <b>1.4.b(A):</b> List of planning meetings and meeting minutes <b>1.4.c(A):</b> Action plan <b>1.4.d(A):</b> Summary report	07/1/22 – 08/31/26
☒ <b>1.5:</b> Develop a new, or continue implementing an existing Evaluation Plan, to monitor and assess the progress and success of the Local Oral Health Program (LOHP) Work Plan objectives. Update objectives, evaluation questions, and plan as needed.	<b>1.5.a(A):</b> List of stakeholders in evaluation process <b>1.5.b(A):</b> Program logic model <b>1.5.c(A):</b> Evaluation Plan grid <b>1.5.d(A):</b> Evaluation Plan progress summary	07/1/22- 12/31/25
☒ <b>1.6:</b> Complete progress reports (PR) bi-annually using the progress report template provided. Detailed instructions will be provided.	<b>1.6(A):</b> PR 1 July 1st – December 31, 2022 o DUE January 31, 2023 <b>1.6(B):</b> PR 2 January 1st – June 30, 2023 o DUE July 31, 2023 <b>1.6(C):</b> PR 3 July 1st – December 31, 2023 o DUE January 31, 2024	07/1/22- 06/30/27



**Grant Activities**  
**2022 – 2027**  
**REVISED 11/5/2021**

	<b>1.6(D):</b> PR 4 January 1st – June 30, 2024 o DUE July 31, 2024 <b>1.6(E):</b> PR 5 July 1st – December 31, 2024 o DUE January 31, 2025 <b>1.6(F):</b> PR 6 January 1st – June 30, 2025 o DUE July 30, 2025 <b>1.6(G):</b> PR 7 July 1st – December 31, 2025 o DUE January 31, 2026 <b>1.6(H):</b> PR 8 January 1st – June 30, 2026 o DUE July 30, 2026 <b>1.6(I):</b> PR 9 July 1st – December 31, 2026 o DUE January 31, 2027 <b>1.6(J):</b> PR 10 January 1st – June 30, 2027 o DUE July 30, 2027	
<b>☒ Objective 2: By June 30, 2027, implement evidence-based programs to achieve California Oral Health Plan objectives.</b>		
☒ <b>2.1:</b> Conduct planning to support the development of community-clinical linkages and school-based/ school-linked programs.	<b>2.1.a(A):</b> Strengths Weaknesses Opportunities Threats (SWOT) analysis summary report <b>2.1.b(A):</b> List of participating and identified schools and grades <b>2.1.b(B):</b> Program model selected and tracking system <b>2.1.b(C):</b> List of partners and roles <b>2.1.b(D):</b> List of services <b>2.1.b(E):</b> Early prevention intervention selected <b>2.1.b(F):</b> Implementation plan <b>2.1.b(G):</b> List of equipment purchased <b>2.1.b(H):</b> Invoices for billing	07/01/22-06/30/23
☒ <b>2.2:</b> Identify, maintain, and expand partnerships with dental providers and schools to implement, administer, and sustain school dental programs in targeted sites.	<b>2.2(A):</b> Memorandums of Understanding (MOUs) and other partnership agreements <b>2.2.a(A):</b> List of participating and identified schools and grades <b>2.2.b(A):</b> List of dental providers with partnership agreements <b>2.2.c(A):</b> Activity log	07/01/22-06/30/27

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	<b>2.2.d(A):</b> Sealant education materials <b>2.2.d(B):</b> Fluoride education materials <b>2.2.d(C):</b> Preventive dental services education materials <b>2.2.e(A):</b> Distribution list and format <b>2.2.e(B):</b> Number of stakeholders reached <b>2.2.e(C):</b> List of educational materials provided <b>2.2.e(D):</b> Consent forms on file <b>2.2.f(A):</b> Implementation schedule <b>2.2.g(A):</b> Number of education sessions delivered <b>2.2.g(B):</b> List of trainings provided and site <b>2.2.h(A):</b> Number of schools with a dental program <b>2.2.h(B):</b> Number of children screened	
<input checked="" type="checkbox"/> <b>2.3:</b> Implement a dental screening program with a robust community-clinical linkage system using a referral management electronic platform for connecting with parents/caregivers and linking children to a source of dental care, tracking the progress of care from referral to completion of treatment plan.	<b>2.3(A):</b> Number and proportion of eligible schools participating <b>2.3(B):</b> Number and proportion of eligible children screened <b>2.3(C):</b> Referral acceptance <b>2.3(D):</b> Patient contact <b>2.3(E):</b> Receipt of services <b>2.3(F):</b> Need resolution <b>2.3.a(A):</b> Number of dental providers accepting referrals <b>2.3.a(B):</b> List of participating providers <b>2.3.b(A):</b> Written care coordination protocol <b>2.3.c(A):</b> Estimated number and proportion of high-risk children needing sealants and referrals <b>2.3.c(B):</b> Referral criteria <b>2.3.d(A):</b> Check-list for school-based program readiness <b>2.3.e(A):</b> Narrative summary of preventive services implemented	07/01/22-06/30/27

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	<b>2.3.e(B):</b> Number of sealants <b>2.3.e(C):</b> Number of fluoride varnish applications received <b>2.3.e(D):</b> Number of toothbrush prophylaxis treatments received <b>2.3.e(E):</b> Total number of students receiving preventive services <b>2.3.f(A):</b> Communications <b>2.3.f(B):</b> Success of referrals <b>2.3.f(C):</b> Data findings <b>2.3.f(D):</b> Number of successful referrals <b>2.3.f(E):</b> Quality improvement (QI) strategies <b>2.3.f(F):</b> Increase in children served <b>2.3.f(G):</b> Timelines for data review	
<input checked="" type="checkbox"/> <b>2.4:</b> Conduct training for community members/partners/stakeholders who desire to learn about the safety, benefits and cost effectiveness of community water fluoridation and its role in preventing dental disease.	<b>2.4(A):</b> Training agenda <b>2.4(B):</b> Training materials <b>2.4(C):</b> Number of community trainees for community water fluoridation trainings <b>2.4.a(A):</b> Number of engineers/ operators trained <b>2.a(B):</b> List of trainees and trainings <b>2.4.b(A):</b> Marketing materials <b>2.4.b(B):</b> Number of public awareness campaigns <b>2.4.c(A):</b> Webpage URL <b>2.4.d(A):</b> Evaluation report <b>2.4.d(B):</b> Assurances for successful referral <b>2.4.e(A):</b> School dental program success stories <b>2.4.e(B):</b> Dissemination plan	07/01/22-06/30/27
<input checked="" type="checkbox"/> <b>Objective 3:</b> By June 30, 2027, work with partners to promote oral health by developing and implementing prevention and health care policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.		

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<p>☑ <b>3.1:</b> Assess the number of schools currently not reporting Kindergarten assessments to the System for California Oral Health Reporting (SCOHR).</p>	<p><b>3.1(A):</b> List and number of KOHA non-participating schools identified  <b>3.1.a(A):</b> List of KOHA best practices  <b>3.1.b(A):</b> List of KOHA target schools  <b>3.1.c(A):</b> List and number of KOHA champions  <b>3.1.c(B):</b> KOHA champion onboarding and training materials  <b>3.1.c(C):</b> Number of school districts participating in KOHA intervention  <b>3.1.c(D):</b> Number of children served by KOHA intervention  <b>3.1.d(A):</b> KOHA toolkit  <b>3.1.d(B):</b> List of KOHA presentations made  <b>3.1.d(C):</b> Copy of KOHA letters written  <b>3.1.d(D):</b> Number of schools adopting policies or participating in KOHA because of efforts  <b>3.1.f(A):</b> KOHA guidance documents for schools  <b>3.1.f(B):</b> KOHA fact sheets  <b>3.1.g(A):</b> List of KOHA key partners  <b>3.1.g(B):</b> Schedule of KOHA key partners meetings held  <b>3.1.g(C):</b> KOHA targets identified  <b>3.1.h(A):</b> KOHA summary in progress reports  <b>3.1.h(B):</b> KOHA policies revised and developed  <b>3.1.h(C):</b> Number of school districts reporting KOHA data  <b>3.1.h(D):</b> Number of children receiving KOHA screening  <b>3.1.h(E):</b> Number of oral health assessment activities, number of assessment events, number of assessment messages, and number of new schools participating in assessments  <b>3.1.i(A):</b> KOHA success stories  <b>3.1.i(B):</b> KOHA success stories dissemination</p>	<p>07/01/22-06/30/27</p>
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**Grant Activities**  
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	plan	
<p>☒ <b>3.2:</b> Develop and implement a plan to identify and recruit key partners that work with underserved populations: First 5 commission, County Office of Education, local Child Health and Disability Prevention (CHDP), Women, Infants, and Children (WIC), Early Head Start/Head Start, Maternal, Child, and Adolescent Health (MCAH), Black Infant Health (BIH), schools, Community-based organizations (CBOs), and Home Visiting (HV) Programs.</p>	<p><b>3.2(A):</b> Key partner recruitment plan  <b>3.2(B):</b> Key partner recruitment letters  <b>3.2(C):</b> List of key partners recruited  <b>3.2(D):</b> List of Home Visiting programs  <b>3.2.a(A):</b> Role of key partners summary  <b>3.2.b(A):</b> Schedule of key partners meetings  <b>3.2.c(A):</b> Facilitators and barriers to care identified  <b>3.2.d(A):</b> Activities to address barriers to care  <b>3.2.e(A):</b> Key partner training and implementation plan  <b>3.2.e(B):</b> List of key partner trainings  <b>3.2.e(C):</b> Evaluation of key partner trainings  <b>3.2.e(D):</b> Evaluation of key partner implementation plan  <b>3.2.f(A):</b> Key partner oral health guidance document  <b>3.2.g(A):</b> List of key partners with oral health component  <b>3.2.h(A):</b> Home Visiting survey results in progress reports  <b>3.2.i(A):</b> Key partners sustainability plan  <b>3.2.j(A):</b> Key partners success stories  <b>3.2.j(B):</b> Key partners success stories dissemination plan</p>	07/01/22-06/30/27
<p>☒ <b>Objective 7:</b> By June 30, 2027, create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.</p>		
<p>☒ <b>7.1:</b> Convene a core group or identify a workgroup from existing AC to support the creation or expansion of existing local oral health networks identify policy solutions, address workforce issues, and develop plans for sustainability and community engagement.</p>	<p><b>7.1(A):</b> List of oral health networks workgroup members  <b>7.1.a(A):</b> List of organizations recruited for expanded oral health network  <b>7.1.a(B):</b> Number of organizations, partners, and champions recruited for expanded oral</p>	07/01/22-06/30/27



**Grant Activities**  
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	<p>health networks</p> <p><b>7.1.b(A):</b> Oral health network meeting schedule</p> <p><b>7.1.b(B):</b> Oral health network meeting agenda</p> <p><b>7.1.b(C):</b> Oral health network meeting minutes</p> <p><b>7.1.c(A):</b> List of oral health network action plan priorities</p> <p><b>7.1.d(A):</b> Oral health network Communication Plan</p> <p><b>7.1.e(A):</b> List of organizations in oral health network workgroup</p> <p><b>7.1.f(A):</b> Oral health network mission and core values</p> <p><b>7.1.g(A):</b> Oral health network action plan</p> <p><b>7.1.h(A):</b> Opportunities identified to share resources and leverage additional funding</p> <p><b>7.1.i(A):</b> Key insights from community engagement</p> <p><b>7.1.j(A):</b> Oral health network summary in progress report submissions</p>	
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**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Cara Vierra  
California Department of Public Health  
Office of Oral Health  
MS 7218  
1616 Capitol Avenue, Suite 74.420  
P.O. Box 997377, Sacramento, CA 95899-7377  
LOHPInvoices@cdph.ca.gov

- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
  - 2) Bear the Grantee's name as shown on the Grant.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount Awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

**2. Budget Contingency Clause**

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

**Exhibit B**  
Budget Detail and Payment Provisions

**3. Prompt Payment Clause**

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

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**5. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## EXHIBIT C

### STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
  - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E  
Additional Provisions

**1. Additional Incorporated Documents**

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*  
<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

**2. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.



Exhibit E  
Additional Provisions

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly chargeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**3. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
  - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E  
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**4. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

Exhibit E  
Additional Provisions

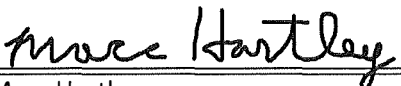
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Stanislaus	
By (Authorized Signature)	APPROVED AS TO FORM: Thomas E. Boze, County Counsel
Mary Ann Lilly-Tengowski, Managing Director	By: 
Printed Name and Title of Person Signing	Marc Hartley Deputy County Counsel
Date Executed	Executed in the County of Stanislaus

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and



Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

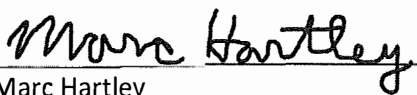
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)  County of Stanislaus	Federal ID Number
By (Authorized Signature)	
APPROVED AS TO FORM: Thomas E. Boze, County Counsel	
Printed Name and Title of Person Signing  Mary Ann Lilly-Tengowski, Managing Director	By:  Marc Hartley Deputy County Counsel
Executed in the County of  Stanislaus	Executed in the State of  CA
Date Executed	