CALIFORNIA ORAL HEALTH PROGRAM Moving California Oral Health Forward

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of San Bernardino, hereinafter "Grantee"

Implementing the "San Bernardino County Local Oral Health Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-10191

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 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 Three Million Seven Hundred Sixty Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$3,766,650.00)

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: San Bernardino County
Name: Cara Vierra	Name: Bonnie Flippin, Public Health Program Coordinator
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 172 W 3 rd Street, 1 st Floor
City, ZIP: Sacramento, CA 95814	City, ZIP: San Bernardino, CA 92415

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (12/2021)

Phone: (916) 552-9898	Phone: (909) 387-6586
E-mail: DentalDirector@cdph.ca.gov	E-mail: BFlippin@dph.sbcounty.gov

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee: San Bernardino County]
Attention: Cara Vierra	Attention: Bonnie Flippin, Public Health Program Coordinator
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 172 W 3 rd Street, 1 st Floor
City, Zip: Sacramento, CA 95814	City, Zip: San Bernardino, CA 92415
Phone: (916) 552-9898	Phone: (909) 387-6586
E-mail: DentalDirector@cdph.ca.gov	E-mail: BFlippin@dph.sbcounty.gov

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

Remittance Address		
Grantee: San Bernardino County]		
Attention "Cashier":		
Address: 351 N Mountain View Ave., Rm 303		
City, Zip: San Bernardino, CA 92415-001		
Phone: (909) 387-6586		
E-mail: BFlippin@dph.sbcounty.gov		

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.

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (12/2021)

ADDITIONAL PROVISIONS

Exhibit E

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

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.

Date:

Curt Hagman, Chairman – Board of Supervisors
County of San Bernardino
351 N Mountain View Ave., Rm 303
San Bernardino, CA 92415-0010

Date:

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

County of San Bernardino 22-10191 Document A

Exhibit A

Moving California Oral Health Forward 2022 – 2027 Application Checklist

DUE: 12/15/21		
DATE OF SUBMISSION:	December 15, 2021	
ORGANIZATION NAME:	San Bernardino County	
APPLICATION CONTACT NAME: Bonnie Flippin		PHONE NUMBER:909-387-6586
EMAIL ADDRESS: BFlippin@dph.sbcounty.gov		

Complete this Application Checklist and email it along with the following documents to: 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)

Grantee Information Form

This is the information that will appear in your grant agreement.			appear in your grant agreement.		
	Federal Tax ID#	95-6002748			
o	Name	San Bernardino County Department of Public Health			
Organization	Mailing Address	351 N Mountain View Ave., Rm 303, San Bernardino, CA 92415-0010			
rgan	Street Address (If Different)				
ō	County	San Berna	rdino		
	Phone	909-387-6			
	Website	https://wp	o.sbcounty.gov/dph/		
	The <i>Grant Signatory</i> has authority to sign the grant agreement cover.				
	Name	Curt Hagi	nan		
tory	Title	Chairman	a - Board of Supervisors		
Grant Signatory	If address(es) are	the same as	s the organization above, just check this box and go to Phone $\; oxed{oxtime} \;$		
nt Si	Mailing Address				
Gra	Street Address (If D	,			
	Phone	909-387-4			
	Email	Curt.Hagi	man@bos.sbcounty.gov		
	seeing that all gran	t requiremen matic, budge	sible for all of the day-to-day activities of project implementation and for its are met. This person will be in contact with Oral Health Program staff, will etary, and accounting mail for the project and will be responsible for the in information.		
	Name	Bonnie Fl	ippin		
ctor	Title	Public Health Program Coordinator			
Director	Supervisor Name a	nd Title	Scott Rigsby - Public Health Program Manager		
	Supervisor Email a	nd Phone	SRigsby@dph.sbcounty.gov - 909-387-6408		
Project	` ´		s the organization above, just check this box and go to Phone $\ \square$		
	Mailing Address		d Street, 1st Floor, San Bernardino, CA 92415		
	Street Address (If Different)				
			5586 Fax <u>909-387-6580</u>		
	Phone	909-387-6	Nich de contra con		
	Email		@dph.sbcounty.gov		
	Email	BFlippin@	amounts your LHJ will accept for grant purposes.		
<u></u>	These are the annu Year 1 (FY 22/23)	BFlippin@	amounts your LHJ will accept for grant purposes.		
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Funding	These are the annu Year 1 (FY 22/23) Year 2 (FY 23/24)	BFlippin@ aal Funding \$753,3 \$753,3	amounts your LHJ will accept for grant purposes. 30 30 30 30 30		

Narrative Summary Form

San Bernardino County, Department of Public Health

NARRATIVE SUMMARY

Include a Narrative Summary about your Local Oral Health Program (LOHP). Please describe the following elements:

Legacy Programs (current grantees 2018-2022 grant cycle)

- An overview of your county or jurisdiction's current status of oral health, your vulnerable and/or underserved population(s), demographics, and geography.
- LOHP accomplishments during the 2017-2022 grant cycle.
- A general description of how the LOHP has evolved over the five-year grant term.
- Describe how you envision the LOHP evolving in the next five-year grant term (2022-2027). What do you hope to accomplish in the next grant cycle?
- Barriers and potential strategies for the next 5 years.

New Programs (new programs in 2022-2027 grant cycle)

- Your county or jurisdiction's current status of oral health.
- Your vulnerable and/or underserved population(s), demographics, and geography.
- Include whether your LHJ has an Oral Health Program currently in place, and if so, please describe.
- Please provide a general description of how you envision the LOHP evolving over the five-year grant term, and how you shall accomplish these activities.

The Narrative Summary cannot exceed 2 pages, single-spaced, using 12 pt. font, with one-inch margins on all sides. Please use the Narrative Summary Form to prepare this application component. This will be the third document to include in your grant application. (*Document C*)

Status of Oral Health in San Bernardino County (SB County): The Health Resources and Services Administration identified eight (8) geographical Dental Health Professional Shortage Areas in the County, meaning there are too few health professionals to meet the needs of the population. According to data gathered for the most recent SB County oral health needs assessment, completed in 2019, the ratio of dental providers to patients is about 90 per 100,000 residents which is higher than the state's ratio of 77 per 100,000. However, according to the American Dental Association (2017), only 1 in 10 (9.5%) of all dentists in SB County accept Medi-Cal Dental. Further, only 3% of dentists in SB County provide pediatric dentistry. Similar shortages exist among dentists who are willing/able to provide care to pregnant women, individuals with intellectual and developmental disabilities, and other specific pockets of the population.

The shortage of available dental professionals, along with lack of dental insurance and lack of awareness about the importance of dental care contribute to poor oral health, making dental disease the number one chronic disease for children and youth in SB County. Only 30% of Medi-Cal eligible children (0-5 years old) in SB County receive preventive dental services, leading to 3 out of 4 third graders and over half of kindergarten students experiencing tooth decay in the county. Often, caregivers are utilizing emergency

Narrative Summary Form

San Bernardino County, Department of Public Health

departments for preventable dental conditions. This rate is higher, especially among 1-2 year olds, in SB County (540 visits per 100,000 people) than it is for this same age group across the state (467 per 100,000).

The Community Health Needs Assessment (CHNA) identified several populations in the County that are vulnerable and disproportionately impacted by poor oral health. These include children in the foster system, seniors, homeless individuals, pregnant women on Medi-Cal, low-income individuals and families, HIV positive individuals, undocumented immigrants, those living in geographic isolation, and re-entry populations.

At more than 20,000 square miles, San Bernardino County is the largest county in the contiguous United States. The county's 2,180,085 residents live in rural mountain and desert communities as well as large urban centers. Between 2010 and 2019, SB County's population grew by 7% (n=137,664); making it the 5th most populous county in the State. According to the most recent population estimates from the US Census Bureau, 73% of the County's general population is comprised of racial/ ethnic communities of color. Latinos comprise 54% of all residents, African Americans comprise 8%, and Asians comprise 7%.

The population's geographic distribution poses challenges for planning, location, and coordination of resources to meet the urban and rural oral health needs of residents. These challenges are further exacerbated by poverty, unemployment, language barriers, and lack of insurance, which can create pockets of resource deficiency. Language barriers and citizenship fears also exist in SB County.

• 13% of the population in the County lives in poverty	36% report Spanish as primary language
30% have not graduated from high school	6% are unemployed
• 13% of persons aged 19-64 years are uninsured	10% are not U.S. citizens

LOHP Accomplishments and Evolution (2017-2022): During the first 5-year grant cycle, despite setbacks due to the COVID-19 pandemic, the Local Oral Health Program (called Smile SBC in SB County) was established. An advisory committee of a diverse group of partners was convened, a comprehensive oral health needs assessment was completed informing the first ever oral health strategic plan for SB County, and the oral health evaluation plan was developed. In these early years, collaborative partnerships were formed between Smile SBC and community organizations as well as between the community organizations themselves, resulting in a stronger web of connections that will facilitate future success.

As Smile SBC evolved from the planning stage to implementation of local oral health efforts, several accomplishments have laid and continue to strengthen the foundation for the next 5-year grant period. Key Partners (examples): Community Vital Signs - to ensure oral health elements are factored into the county's comprehensive Community Health Improvement Plan; Nutrition Program – to coordinate aligned efforts and connect with their already-established partners including school districts, clinicians, and community based organizations; Maternal Health Network - to ensure oral health is a prominent component of regional efforts to improve maternal health in the county, including the inclusion of a specific educational bundle that will focus on the importance of nutrition and oral health during pregnancy.

Integration (examples): Brush Book Bed – to provide a care giver-friendly method of introducing oral health concepts in multiple settings including community resource centers, pediatric offices, and maternal health agencies; Kaiser Wellness – to incorporate oral health assessment and education as well as fluoride varnish applications during well-child visits; Child Health Disability Prevention (CHDP) – to expand fluoride varnish training for pediatricians and other medical providers to enable more to integrate oral health assessment, education, and fluoride varnish application activities in their practices.

Narrative Summary Form

San Bernardino County, Department of Public Health

<u>Smile SBC Branding and Website:</u> The program name and logo are community-friendly and recognizable, enabling the program and its partners to better communicate memorable oral health messages to SB County residents. The Smile SBC website is the oral health "home" that residents can go to for help finding a dentist or for oral health resources for all stages of life and a place where partners can go for useful tools and collaboration, especially as in-person options are limited.

<u>School Programs</u>: Ten oral health programs currently in county schools submitted updated service information to Smile SBC. This was used to develop a map that will then be used to plan expansion.

Plans and Expectations for 2022-2027: The next 5-year grant will enable the continuation and expansion of the efforts indicated above as well as oral health education, disease prevention, community-clinic linkages, and oral health surveillance in general. The primary focus will be to improve the county's Kindergarten Oral Health Assessment compliance rate as well as expand school-based/linked oral health programs, both within schools with limited programs and to schools that do not currently have an oral health program of any kind. Currently, nearly 60% of schools with 50% or greater eligibility for Free and Reduced Price Meals and/or in rural areas of the county have an active agreement with a dental professional to provide some kind of oral health program in the schools. Most of these conduct assessments, perform services such as cleanings, fluoride varnish, and sealants, and also provide referrals. A small percentage provide only assessments; others provide only services (no assessments).

Additionally, Smile SBC will continue to facilitate integration in the expansion of oral health concepts and disease prevention in non-dental settings that serve the vulnerable and disproportionately impacted populations listed on the first page as well as in the incorporation of whole-health concepts in dental offices, such as tobacco cessation and sugar consumption reduction messages. Campaigns will continue to be shared in the community, via social media and on the Smile SBC website to spread knowledge and awareness about the benefits of healthy habits, such as Brush, Book, Bed, and the benefits of water fluoridation, sugar-sweetened beverage reduction and tobacco cessation. To ensure ongoing success and sustainability, Smile SBC will continue to recruit new partners and further develop current partnerships with entities such as First 5, CHDP, Black Infant Health, Nutrition, Preschool Services, home visiting programs, and the Women, Infants, and Children program.

Potential Barriers and Related Strategies for 2022-2027: Aside from an almost complete turnover in Smile SBC staff due to reassignments and promotions, the COVID-19 pandemic will continue to impact the program in terms of partner willingness and ability to implement activities necessary to achieve desired outcomes. As the biggest example, schools and school districts were already hesitant to incorporate oral health programs; the additional concerns and shifts in priorities will only make gaining support more challenging. Smile SBC will work to redirect this by acting as the public health champion for school dental programs and work to educate school leaders about the direct benefits of oral health programs to their students and their budgets. Data collection and tracking of progress will also continue to be a challenge. However, if Smile SBC is able to contract with dental professionals to provide equipment and assessment support, data reporting requirements will be included to ensure progress can be better tracked.

California Department of Public Health 1616 Capitol Ave., Suite 74.262 P.O. Box 997377, MS 1800 Sacramento, CA 95899-7377 www.cdph.ca.gov

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 or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name	County of San Bernardino		
Remit-To Address (Street or PO Box)	351 N Mountain View Ave., Rm 303		
City:	San Bernardino	State: CA Zip Code+4: 92415-001	
Government Type:	City County Special District Federal Other (Specify)	Federal 95-6002748 Employer Identification Number (FEIN)	
	ary Departments, Divisions or Units under your payment from the State of California.	ur principal agency's jurisdiction who share the same	e
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	
FI\$Cal ID# (if torown)	Dept/Division/Unit Name	Complete Address	
Contact Person	Bonnie Flippin	Title Public Health Program Coordinator	
Phone number	(909) 387-6586 E-mail addr	BFlippin@dph.sbcounty.gov	
Signature		Date 10/14/21	
CDPH 9083 (1/18)			

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

a special focus on underserved areas and vulnerable population groups.	 1.2.a(A): Needs Assessment (NA) work group roster 1.2.b(A): Summary resources and service gaps 1.2.c(A): NA instrument 1.2.d(A): Data gathered and inventoried 1.2.d(B): Summary of analysis and data gaps 1.2.d(C): Identified resources to fill data gaps 1.2.d(D): Description of methods selected 1.2.e(A): Action plan to collect missing NA data 1.2.e(B): Summary of data collected 1.2.f(A): Data summary report 1.3.a(A): Inventory of community assets and 	07/1/22- 12/31/25
address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.	resources 1.3.b(A): Published inventory of community assets/resources and service gaps	
☑ 1.4: 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.	 1.4.a(A): CHIP timeframe 1.4.a(B): Summary of objectives and strategies 1.4.a(C): List of participants in CHIP planning 1.4.b(A): List of planning meetings and meeting minutes 1.4.c(A): Action plan 1.4.d(A): Summary report 	07/1/22 – 08/31/26
☑ 1.5: 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.	1.5.a(A): List of stakeholders in evaluation process 1.5.b(A): Program logic model 1.5.c(A): Evaluation Plan grid 1.5.d(A): Evaluation Plan progress summary	07/1/22- 12/31/25
■ 1.6: Complete progress reports (PR) bi-annually using the progress report template provided. Detailed instructions will be provided.	1.6(A): PR 1 July 1st – December 31, 2022 o DUE January 31, 2023 1.6(B): PR 2 January 1st – June 30, 2023 o DUE July 31, 2023 1.6(C): PR 3 July 1st – December 31, 2023 o DUE January 31, 2024	07/1/22- 06/30/27

REVISED 11/5/2021			
	1.6(D): PR 4 January 1st – June 30, 2024		
	o DUE July 31, 2024		
	1.6(E): PR 5 July 1st – December 31, 2024		
	o DUE January 31, 2025		
	1.6(F): PR 6 January 1st – June 30, 2025		
	o DUE July 30, 2025		
	1.6(G): PR 7 July 1st – December 31, 2025		
	o DUE January 31, 2026		
	1.6(H): PR 8 January 1st – June 30, 2026		
	o DUE July 30, 2026		
	1.6(I): PR 9 July 1st – December 31, 2026		
	o DUE January 31, 2027		
	1.6(J): PR 10 January 1st – June 30, 2027		
	o DUE July 30, 2027		
☑ Objective 2: By June 30, 2027, implement evidence	based programs to achieve California Oral Healt	th Plan objectives.	
	0.4.5(4). Otropostha Whalingaana Organition itia	07/04/00 00/00/00	
☑ 2.1: Conduct planning to support the development of	2.1.a(A): Strengths Weaknesses Opportunities	07/01/22-06/30/23	
community-clinical linkages and school-based/ school-	Threats (SWOT) analysis summary report		
linked programs.	2.1.b(A): List of participating and identified		
	schools and grades		
	2.1.b(B): Program model selected and tracking		
	system		
	2.1.b(C): List of partners and roles		
	2.1.b(D): List of services		
	2.1.b(E) : Early prevention intervention selected		
	2.1.b(F): Implementation plan		
	2.1.b(G): List of equipment purchased		
	2.1.b(H): Invoices for billing	07/04/00 00/00/07	
☑ 2.2: Identify, maintain, and expand partnerships with	2.2(A): Memorandums of Understanding	07/01/22-06/30/27	
dental providers and schools to implement, administer,	(MOUs) and other partnership agreements		
and sustain school dental programs in targeted sites.	2.2.a(A): List of participating and identified		
	schools and grades		
	2.2.b(A): List of dental providers with		
	partnership agreements		
	2.2.c(A): Activity log		

REVISED 11/5/2021			
2.2.d(A): Sealant education materials			
2.2.d(C): Preventive dental services education			
materials			
2.2.e(A): Distribution list and format			
2.2.e(B): Number of stakeholders reached			
2.2.e(C): List of educational materials provided			
2.2.e(D): Consent forms on file			
2.2.f(A): Implementation schedule			
2.2.g(A): Number of education sessions			
delivered			
2.2.g(B): List of trainings provided and site			
2.2.h(A): Number of schools with a dental			
program			
2.2.h(B): Number of children screened			
2.3(A): Number and proportion of eligible	07/01/22-06/30/27		
schools participating			
2.3(B): Number and proportion of eligible			
children screened			
2.3(C): Referral acceptance			
2.3(D): Patient contact			
2.3(E): Receipt of services			
2.3(F): Need resolution			
2.3.a(A): Number of dental providers accepting			
referrals			
2.3.a(B): List of participating providers			
2.3.b(A): Written care coordination protocol			
2.3.c(A): Estimated number and proportion of			
high-risk children needing sealants and referrals			
2.3.c(B): Referral criteria			
2.3.d(A): Check-list for school-based program			
readiness			
2.3.e(A): Narrative summary of preventive			
	2.2.d(A): Sealant education materials 2.2.d(B): Fluoride education materials 2.2.d(C): Preventive dental services education materials 2.2.e(A): Distribution list and format 2.2.e(B): Number of stakeholders reached 2.2.e(C): List of educational materials provided 2.2.e(D): Consent forms on file 2.2.f(A): Implementation schedule 2.2.g(A): Number of education sessions delivered 2.2.g(B): List of trainings provided and site 2.2.h(A): Number of schools with a dental program 2.2.h(B): Number and proportion of eligible schools participating 2.3(A): Number and proportion of eligible children screened 2.3(C): Referral acceptance 2.3(C): Referral acceptance 2.3(F): Need resolution 2.3.a(A): Number of dental providers accepting referrals 2.3.a(B): List of participating providers 2.3.b(A): Written care coordination protocol 2.3.c(A): Estimated number and proportion of high-risk children needing sealants and referrals 2.3.c(B): Referral criteria 2.3.d(A): Check-list for school-based program readiness		

REVISED 11/5/2021

	LVIOLD 11/3/2021	
	2.3.e(B): Number of sealants	
	2.3.e(C): Number of fluoride varnish applications	
	received	
	2.3.e(D): Number of toothbrush prophylaxis	
	treatments received	
	2.3.e(E): Total number of students receiving	
	preventive services	
	2.3.f(A): Communications	
	2.3.f(B): Success of referrals	
	2.3.f(C): Data findings	
	2.3.f(D): Number of successful referrals	
	2.3.f(E): Quality improvement (QI) strategies	
	2.3.f(F): Increase in children served	
	2.3.f(G): Timelines for data review	
☑ 2.4: Conduct training for community	2.4(A): Training agenda	07/01/22-06/30/27
members/partners/stakeholders who desire to learn	2.4(B): Training materials	
about the safety, benefits and cost effectiveness of	2.4(C): Number of community trainees for	
community water fluoridation and its role in preventing	community water fluoridation trainings	
dental disease.	2.4.a(A): Number of engineers/ operators	
derital disease.	trained	
	2.a(B): List of trainees and trainings	
	2.4.b(A): Marketing materials	
	2.4.b(B): Number of public awareness	
	campaigns	
	2.4.c(A): Webpage URL	
	2.4.d(A): Evaluation report	
	2.4.d(B): Assurances for successful referral	
	2.4.e(A): School dental program success stories	
	2.4.e(B): Dissemination plan	
	2. 114(2). Diocontinuation plant	

☑ **Objective 3:** 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.

☑ 3.1: Assess the number of schools currently not	3.1(A): List and number of KOHA non-	07/01/22-06/30/27
reporting Kindergarten assessments to the System for	participating schools identified	
California Oral Health Reporting (SCOHR).	3.1.a(A): List of KOHA best practices	
	3.1.b(A): List of KOHA target schools	
	3.1.c(A): List and number of KOHA champions	
	3.1.c(B): KOHA champion onboarding and	
	training materials	
	3.1.c(C): Number of school districts participating	
	in KOHA intervention	
	3.1.c(D): Number of children served by KOHA	
	intervention	
	3.1.d(A): KOHA toolkit	
	3.1.d(B): List of KOHA presentations made	
	3.1.d(C): Copy of KOHA letters written	
	3.1.d(D): Number of schools adopting policies or	
	participating in KOHA because of efforts	
	3.1.f(A): KOHA guidance documents for schools	
	3.1.f(B): KOHA fact sheets	
	3.1.g(A): List of KOHA key partners	
	3.1.g(B): Schedule of KOHA key partners	
	meetings held	
	3.1.g(C): KOHA targets identified	
	3.1.h(A): KOHA summary in progress reports	
	3.1.h(B): KOHA policies revised and developed	
	3.1.h(C): Number of school districts reporting	
	KOHA data	
	3.1.h(D): Number of children receiving KOHA	
	screening	
	3.1.h(E): Number of oral health assessment	
	activities, number of assessment events,	
	number of assessment messages, and number	
	of new schools participating in assessments	
	3.1.i(A): KOHA success stories	
	3.1.i(B): KOHA success stories dissemination	

	plan		
■ 3.2: 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.	3.2(A): Key partner recruitment plan 3.2(B): Key partner recruitment letters 3.2(C): List of key partners recruited 3.2(D): List of Home Visiting programs 3.2.a(A): Role of key partners summary 3.2.b(A): Schedule of key partners meetings 3.2.c(A): Facilitators and barriers to care identified 3.2.d(A): Activities to address barriers to care 3.2.e(A): Key partner training and implementation plan 3.2.e(B): List of key partner trainings 3.2.e(C): Evaluation of key partner trainings 3.2.e(D): Evaluation of key partner implementation plan 3.2.f(A): Key partner oral health guidance document 3.2.g(A): List of key partners with oral health component 3.2.h(A): Home Visiting survey results in progress reports 3.2.i(A): Key partners sustainability plan 3.2.j(A): Key partners success stories 3.2.j(B): Key partners success stories	07/01/22-06/30/27	
	dissemination plan		
□ Objective 4: By June 30, 2027, address common risk factors for oral diseases and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.			
☐ 4.1: Conduct a survey of dental offices to gauge interest in CEU credits for tobacco cessation training. Use survey findings to support tobacco cessation activities.	4.1(A): Summary of tobacco cessation survey findings and plans for using survey information 4.1(B): Number of dental offices assessed 4.1.a(A): Risk assessment training materials 4.1.a(B): Risk assessment toolkit 4.1.a(C): Referral resources for identified risk	07/01/22-06/30/27	

☑ Objective 5: By June 30, 2027, coordinate outreach programs; implement education, health literacy campaigns and promote integration of oral health and primary care.		
■ 5.1: Collaborate with primary care providers or school administrators to implement an evidence-based oral health literacy campaign for parents and caregivers such as the American Academy of Pediatrics Brush, Book, Bed (BBB) Campaign. Identify a BBB champion who will coordinate the program and inspire partners: e.g., the county's oral health program manager.	5.1(A): Evidence-based health literacy campaign identified 5.1(B): Health literacy campaign plan 5.1(C): List of health literacy champions for providers and schools 5.1.a.(A): Health literacy campaign summary analysis in progress report submissions	07/01/22-06/30/27
To the state of th		07/01/22-06/30/27
□ Objective 6: By June 30, 2027, assess, support, and ensure establishment of effective oral healthcare delivery and care coordination systems and resources, including workforce development, language services, collaborations, and processes that support continuous quality improvement to serve underserved areas and vulnerable populations.		
☐ 6.1: Identify and recruit key partners such as the local dental society, local dental association, local primary care association, etc. to support effective oral healthcare delivery and care coordination systems.	6.1(A): List of key partners recruited6.1.a(A): Summary analysis of dental office inventory6.1.a(B): Number of dental office assessments conducted.	07/01/22-06/30/27

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	6.1.b(A): Summary of service gaps and	
	underserved areas	
	6.1.c(A): Dental office outreach materials	
	6.1.c(B): Number of outreach resources	
	developed	
	6.1.d(A): Summary of pilot test proposal	
	6.1.d(B): List of primary care offices and CBOs	
	identified	
	6.1.e(A): List of providers and CBOs trained and	
	onboarded	
	6.1.e(B): Number of providers and systems	
	engaged	
	6.1.f(A): List of partnerships and roles	
	developed to support warm hand-off referrals	
☐ 6.2 : Launch and sustain a Community of Practice for	6.2(A): List of community of practice members	07/01/22-06/30/27
representatives from the primary care offices, CBOs,	6.2(B): Community of practice meeting schedule	
and dental offices to meet in-person or virtually on a		
regular and re-occurring basis to foster performance		
management, process redesign, and quality		
improvement.		
☐ 6.3 : Develop a sustainability plan to maintain efforts.	6.3(A): Sustainability plan	07/01/22-06/30/27
	6.3.a(A): Fluoride varnish guidance document	
☐ 6.4 : Recruit providers for preventive dentistry	6.4(A): List of providers recruited for preventive	07/01/22-06/30/27
mentorship program.	dentistry program	
memeranip programm	6.4.a(A): Summary of Quality Improvement (QI)	
	trainings or coaching provided	
	6.4.b(A) : QI Plan	
	6.4.c(A) : Oral healthcare delivery and care	
	coordination systems success stories	
	6.4.c(B): Oral healthcare delivery and care	
	coordination systems success stories	
	dissemination plan	
	6.4.d(A): Performance management trainees	
	6.4.d(B): Performance management software	

REVISED 11/5/2021		
	used	
	6.4.d(C): List of performance measures	
	6.4.e(A): QI project qualitative case study	
	6.4.e(B): QI project storyboard	
Objective 7: By June 30, 2027, create or expand existing	local oral health networks to achieve oral health in	provements through
policy, financing, education, dental care, and community e	engagement strategies.	
☑ 7.1: Convene a core group or identify a workgroup	7.1(A): List of oral health networks workgroup	07/01/22-06/30/27
from existing AC to support the creation or expansion of	members	
existing local oral health networks identify policy	7.1.a(A): List of organizations recruited for	
solutions, address workforce issues, and develop plans	expanded oral health network	
for sustainability and community engagement.	7.1.a(B): Number of organizations, partners,	
, , , , ,	and champions recruited for expanded oral	
	health networks	
	7.1.b(A): Oral health network meeting schedule	
	7.1.b(B): Oral health network meeting agenda	
	7.1.b(C): Oral health network meeting minutes	
	7.1.c(A): List of oral health network action plan	
	priorities	
	7.1.d(A): Oral health network Communication	
	Plan	
	7.1.e(A): List of organizations in oral health	
	network workgroup	
	7.1.f(A): Oral health network mission and core	
	values	
	7.1.g(A): Oral health network action plan	
	7.1.h(A): Opportunities identified to share	
	resources and leverage additional funding	
	7.1.i(A): Key insights from community	
	engagement	
	7.1.j(A): Oral health network summary in	
	progress report submissions	

Exhibit BBudget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activies 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 BBudget 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 inparagraph 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.

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 <u>without cause</u> upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately <u>for cause</u>. 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.

- 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 changeable 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.

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.

- 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.

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:

- 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. <u>EMPLOYER DISCRIMINATORY POLICIES</u>: 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)	Federal ID Number
San Bernardino County	95-6002748
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Curt Hagman, Chairman - Board of Supervisors	
Executed in the County of	Executed in the State of
San Bernardino	CA
Date Executed	

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
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: 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. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: 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. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO</u>
 <u>REQUIREMENT:</u> 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. <u>EXPATRIATE CORPORATIONS</u>: 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, 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. <u>DOMESTIC PARTNERS</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- 8. <u>GENDER IDENTITY</u>: 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. <u>CONFLICT OF INTEREST</u>: 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. <u>LABOR CODE/WORKERS' COMPENSATION</u>: 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. <u>AMERICANS WITH DISABILITIES ACT</u>: 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. <u>CONTRACTOR NAME CHANGE</u>: 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. <u>RESOLUTION</u>: 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. <u>AIR OR WATER POLLUTION VIOLATION</u>: 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. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.