AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated

October 22, 2024 and is between Fresno Economic Opportunities Commission, a

California non-profit 501 c3 organization ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. On August 8, 2023, the County and the Contractor entered into Service Agreement, which is County agreement number 23-396 ("Agreement"), for implementing evidence-based programs that improve the oral health of elementary school aged children.
- B. Changes to the Agreement are necessary to increase the maximum compensation to allow the Contractor to continue to facilitate dental screenings, dental sealants and fluoride varnishes by a dentist, registered dental hygienist in alternative practice or registered dental hygienist at provider site, to elementary school aged children.
- C. The County and Contractor now desire to amend the Agreement to update the compensation clause and make minimal revisions to Exhibits A and B.

The parties therefore agree as follows:

- 1. In Article 3, subsection 2 of the Agreement, starting at page 2 line 10 through page 3 line 3 shall be deleted and replaced with the following:
 - "3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) commencing as of the Agreement effective date, for the entire term of the Agreement including any extensions set forth by section 4.2 of this Agreement. The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The

Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement."

- 2. All references in the Agreement to Exhibit A shall be deemed references to "Revised Exhibit A", which is attached and incorporated by this reference.
- 3. All references in the Agreement to Exhibit B shall be deemed references to "Revised Exhibit B", which is attached and incorporated by this reference.
- 4. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.
 - 5. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.
 - b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.
- 6. The parties agree that this Amendment may be executed by electronic signature as provided in this section.
 - a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
 - b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.
- 7. This Amendment may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment.
- 8. The Agreement as amended by this Amendment No.1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1	The parties are signing this Amendme	nt No. 1 on the date stated in the introductory
2	clause.	
3 4	FRESNO ECONOMIC OPPORTUNITIES COMMISSION	COUNTY OF FRESNO
5	Amila Reys	Nathan Magsig, Chairman of the Board of
7	Emily Reyes, Chief Executive Officer	Supervisors of the County of Fresno
8	1920 Mariposa Street Fresno, California 93721	Attest: Bernice E. Seidel Clerk of the Board of Supervisors
9		County of Fresno, State of California
10		By: March Mr. Deputy
12	For accounting use only:	
13	Org No.: 56201553	
14	Account No.: 7295 Fund No.: 0001	
15	Subclass No.: 10000	
16		
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Progress Notes/ Deliverable Attached						
Performance Measure/ Deliverable	Community-Clinical Linkages	A) SWOT analysis summary report, which include: -List of participating and identified schools and grades -Report program model selected and tracking system -List of partners and roles -List of services -Early Prevention Program -Submit implementation plan -List of equipment purchased	School Dental Program Planning	A) Memorandums of understanding (MOUs), other partnership agreements	A) List of participating schools, number of children to be served at each school site, grade level for each child	A) List of dental providers in partnership agreements with school programs
Time Frame	Community	07/01/23-	hool Denta	06/30/27 06/30/27	07/01/23- 06/30/27	06/30/27
Activity Description		Participant in a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of your program in preparation for implementing school-based/linked programs. Note: Activity will be led and facilitated by DPH staff.	38	Build partnerships: Identify, maintain, and expand partnerships with dental providers and schools to implement, administer, and sustain school dental programs in targeted sites.	Recruit schools: Engage local school stakeholders and gain support from schools to implement, administer, and sustain school dental programs in targeted sites.	Connect schools to providers for school dental programs. Facilitate the formalization of partnerships through MOUs and other agreements.
#		2.		2.2	2.2.a	2.2.b

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
2.2.c	Assist dental providers by coordinating with schools and obtaining input from school	07/01/23- 06/30/27	A) Maintain a log of activities, which includes a written summary	
	administrator, lead teacher, school nurse, or oral health contact at identified schools to		of input from each person contacted, schedule of planned	
	schedule activities.		activities	
			B) Include reports, logs, and other tracking methods as applicable	
2.2.d	Promote school dental program: Annually update educational materials for teachers.	07/01/23- 06/30/27	Updated educational materials:	
_	parents, and students. Ensure materials		A) Sealant	
	follow the national Culturally and Linguistically		B) Fluoride	
	Appropriate Services (CLAS) standards and use appropriate health literacy level that align		C) Preventive dental services	
_	with the target population.		List of sealant educational	
			materials provided; copy of consent	
c		07/04/00	Notice list and former (a special former)	
Z.Z.e	Annually facilitate distribution of oral nealth	07/01/23-	A) Distribution list and format (e.g., is seen many many for the contract of t	
_	fuccified the first of the firs	00/20/27	in person meeting, student packets, virtual meetings, emails, etc.)	
	and send educational information home with		B) Number of stakeholders reached	
_	consent form (if referral provider will provide		with educational sessions	
_	services on-site at the school).		C) List of educational materials	
_			provided	
_			D) Consent form (keep on file)	
_			E) Include reports, logs, and other	
			tracking methods as applicable	
2.2.f	Plan dental program events: Work with	07/01/23-	A) Maintain a schedule for	
_	providers and schools and develop a	06/30/27	implementing a school dental	
_	schedule for implementing school dental		program	
	programs.		B) Include reports, logs, and other tracking methods as applicable	

Revised EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 - June 30, 2027

#	Activity Description	Time	Performance Measure/	Progress Notes/ Deliverable
:		Frame	Deliverable	Attached
2.2.g	2.2.g Annually deliver educational sessions to	07/01/23-	A) Number of education sessions	
1	teachers, parents, and students.	06/30/27	held	
			B) List of trainings provided and	
			names of school site. Training log	
			should state if training was to	
			students, teachers/faculty, or	
			parents	
			C) Include reports, logs, and other	
			tracking methods as applicable	
2.2.h	2.2.h Facilitate basic dental screenings for students	07/01/23-	A) Number of schools with a	
	to determine dental status with passive	06/30/27	program	
	consent.		B) Number of children screened	
			C) Signed consent forms (keep on	
			file)	
			D) Include reports, logs, and other	
			tracking methods as applicable	

Progress Notes/ Deliverable Attached	- La Carta de la C	es guidance)
Performance Measure/ Deliverable	A)List of schools identified to participate B)Number of children receiving education C)List of materials provided D)List of training topics E) Include reports, logs, and other tracking methods as applicable	School Linked (Optional: Will be implemented once CDPH releases guidance)
Time Frame	06/30/27	Will be im
Activity Description	Annually identify students who receive at least one instructional visit on oral health, using appropriate scope and sequence principles. Topics will include: Brushing and flossing Nutrition and healthy snacks, sugar sweetened beverages The need for regular dental care and preparation for visiting the dentist Tobacco prevention	School Linked (Optional:
#	2.2.i	

Progress Notes/ Deliverable Attached	D + 0 11 0		
Performance Measure/ Deliverable	Annual referral tracking system reports to include: A) Number and proportion of eligible schools participating B) Number and proportion of eligible children screened C) Referral acceptance: whether the receiving organization accepted the referral, or if not, why not D) Patient contact: whether the receiving organization and the patient interacted, or if not, why not E) Receipt of services: whether the patient received help from the organization; if yes, what kind; or if not, why not F) Need resolution: whether the need that triggered the referral was resolved (or is in the process of being resolved), or if not, why not G) Include reports, logs, and other tracking methods as applicable	A) Number dental care providers willing to accept referrals B) A list of participating providers	A) Submit a written care coordination protocol
Time Frame	06/30/27	07/01/23- 06/30/27	05/30/27 06/30/27
Activity Description	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.	Create a network of dental care providers willing to accept referrals.	Develop a protocol to implement assessment, counseling, and linkage to providers, as well as care coordination using the 5A's strategies for addressing oral health problems in preschool and school-aged children. Note: Activity will be led and facilitated by DPH staff.
#	23 33	2.3.a	2.3.b

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
2.3.c	Develop referral criteria (e.g., all children needing dental sealants, having urgent or immediate care) and the protocol for linking children to a source of dental care.	07/01/23-	A) An estimate of the number and percentage of high-risk children in the county who need sealants and referrals	
	Ensure that children who already have a dental home are linked to the same provider unless the parent/guardian requests a different provider.			
		School Ba	School Based Programming	
2.3.d	School-based Program: Evaluate readiness for expanding the school dental program to include preventive services and implement when feasible. Note: Activity will be led and facilitated by DPH staff.	07/01/23- 6/30/27	A) In partnership with school dental program providers create a checklist for steps 1 – 10 based on Seal America: The Prevention Intervention Manual to determine program readiness	
2.3.e	Annually determine the number of children that need dental sealants and the number of sealants per child. Follow-up with teachers to ensure notices were sent home.	07/01/23- 06/30/27	A) List of children needing sealants at each school site B) Cumulative totals for each list	
2.3.f	Annually, facilitate dental sealant placement by a dentist, registered dental hygienist in alternative practice or registered dental hygienist at provider site, or will place sealants and dental screenings on a minimum of 5% of targeted children with signed parental consent form at a coordinated sealant event with teachers, site personnel, and volunteers.	06/30/27	A) List of the schedule of events, B) Number of children served at each school site C) Number of sealants provided D) Include reports, logs, and other tracking methods as applicable	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
2.3.9	Implement the activities to expand the program to include preventive services.	07/01/23- 6/30/27	A) Narrative summary of preventive activities implemented	
_	Facilitate the implementation of a school		B) List of schools and classrooms	
_	dental program and ensure the provision of		C) Number of children eligible to	
	services to children.		receive fluoride varnish	
_			D)Number of sealants provided	
			E) Number of students receiving	
			fluoride varnish	
			F) Number of students receiving	
			toothbrush prophylaxis	
			G) Total number of students	
			receiving preventive services	
			H) Include reports, logs, and other	
			tracking methods as applicable	
2.3.h	Annually, complete sealant retention checks	07/01/23-	Summary of follow-up	
	on a minimum of 10% of the children who	6/30/27	activities, number of	
	received sealants during the school year.		children who received	
			retention checks, screening	
			forms on file.	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
2.3.	Participate with DPH Staff to establish performance measures (PM) and track progress in achieving targets. Consider quality improvement strategies.	06/30/27	A) Efficient communication with parents/caregivers/school officials and clinicians B) Tracking the success of referrals C) Data metrics to communicate findings to school administrators, stakeholders, and funding agencies D) Number of successful referrals E) Development of quality improvement strategies F) Increase % of children served by 10% over 5 years G) Establish timelines for performance data review H) Include reports, logs, and other tracking methods as applicable	
	Kindergari	en Oral He	Kindergarten Oral Health Assessments (KOHA)	
3.1	Assess the number of schools currently not reporting Kindergarten Oral Health Assessments (KOHA) to the System for California Oral Health Reporting (SCOHR).	07/01/23- 06/30/27	A) List and number of non- participating schools identified	
3.1.a	Identify current processes of participating schools and identify best practices.	07/01/23- 06/30/27	A) List of best practices identified	
3.1.b	Identify target schools for intervention.	07/01/23- 06/30/27	A) List of target schools identified	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
3.1.c	Recruit and enroll champions. Support onboarding and training of	07/01/23- 06/30/27	A) List and number of champions recruited and/or trained B) Opposeding and training	
			materials	
	Champions such as school nurses, PTA, school site council, school registrar, etc. Ask		 C) Number of school districts participating 	
	a key person from a successful school to		D) Number children served	
	make a presentation to other schools in their district or at a district in-service.		 E) Include reports, logs, and other tracking methods as applicable 	
3.1.d	Provide or adapt tools and training to make	07/01/23-	A) Tool kit prepared	
	presentations and write letters for educating	06/30/27	B) List of presentations made	
	school board members to include KOHA		C) Copy of letters written	
	activities in the Local Control funding formula		D) Number of schools adopting	
	and the Local Control Accountability Plan.		policies or participating in KOHA as	
1			a result of efforts	
3.1.f	3.1.f Provide guidance for implementation KOHA	07/01/23-	A) Guidance documents distributed	
	participation and reporting.	06/30/27	to schools	
			B) Distribute Fact Sheets to build	
			support for KOHA	
3.1.g		07/01/23-	A) List of key partners	
	the community, and set targets.	06/30/27	B) Schedule of meetings held	
			C) Targets identified	
			D) Include reports, logs, and other	
			tracking methods as applicable	

Revised EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 - June 30, 2027

7	A citation of the citation of	Time	Performance Measure/	Progress Notes/ Deliverable
‡	Activity Description	Frame	Deliverable	Attached
3.1.h	3.1.h Identify successful strategies to increase the	07/01/23-	A) Provide summary in progress	
	number of Kindergarten Oral Health	06/30/27	reports of successes, challenges,	
	Assessments, barriers, and challenges to		lessons learned, and	
	progress. Identify if any new policies were		recommendations	
	developed because of efforts.		B) Identify if any policies were	
			revised or new policies developed	
			C) Number of new school districts	
			participating	
			D) Number of children served	
			E) Submit data annually on oral	
			health assessment activities	
			F) Include reports, logs, and other	
			tracking methods as applicable	
3.1i	Assist DPH in developing a quality	07/01/23-	(A) Quality Improvement Project for	
_	Improvement project for NOTA	00/20/2/	AFION	
	Note: Activity will be led and facilitated by DPH staff.			

:	1	Time	Performance Measure/	Progress Notes/ Deliverable
#	Activity Description	Frame	Deliverable	Attached
4.1	Coordinate and plan logistics with dental	07/01/22-	A) Coordination with school site	
	providers and/or hygremists to attend screening event and provided screening to	0/20/21	officials will occur before evering scheduled	
	youth.		B) Number of kindergarten classes	
			in the school site	
	Develop a screening stipend log to track		C) Number of students expected to	
	stipends provided to dental providers,		be screened for that event	
	registered dental hygienist in alternative		D) Number of children screened	
	practice, or registered dental hygienist for this		based on the number of	
	activity.		kindergarten classes per site and	
			student attendance for that	
			particular day	
			E) Number of screening stipends	
			provided to support staff for each	
			school site	
			F) Submit invoice for each	
			provider/hygienist and screening	
			event between the dates of 7/1/22-	
			6/30/27with every monthly invoice	
			G) Include reports, logs, and other	
			tracking methods as applicable	
5.1	Attend and provide program updates in a	07/01/23-	A) OHAC Meeting Agenda and/or	
	collaborative effort to LOHP's Oral Health	06/30/27	Notes	
	Advisory Committee		B) Submit meeting updates one	
			week prior to OHAC meeting	
6	Affend monthly calls with I OHP staff to	07/01/23-	A) Submit meeting notes	
- 5	discuss progress in activities.	06/30/27	B) Submit numbers template form	
			bi-monthly prior to check-in with LOHP	

Revised EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 - June 30, 2027

Progress Notes/ Deliverable Attached			
Performance Measure/ Deliverable	A) Submit training log	Submit a narrative of the work completed during the 6 previous months for the July through December report and again for the January through June report.	Monthly invoice with back up documentation for hours worked, mileage, office supplies, oral health kit items and other items invoiced to support the amount being reflected.
Time Frame	07/01/24- 06/30-27	07/01/23- 06/30/27	07/01/23- 06/30/27
Activity Description	Attend trainings identified by LOHP. Training topics to include: - Health Equity - Culturally and Linguistically Appropriate Services (CLAS) - Other trainings as identified	Submit progress reports in January and July of every year. Dates: 1/2024,7/2024,01/2025,7/2025,1/2025,1/2027, and 7/2027.	Submit monthly invoices by 15 th of the month for the prior month's expenses
#	6.1a	7.1	£.

07/1/2023 through 6/30/2024

Personnel

Position Title	Mo	nthly		<u>Annual</u>	FTE %	Months		
							Requ	ested Amount
Project Director								
Project Coordinator	\$ 6,	494.17	\$	77,930.04	50%	12	\$	38,965.02
Health Educator	\$ 4,	581.08	\$	54,972.96	100%	12	\$	54,972.96
Health Educator	\$ 4,	301.50	\$	51,618.00	58%	12	\$	29,938.44
				Total	Personne	I	\$	123,876.42
					Total	Fringe		
Fringe Benefits @ 35.87%					Ben	efits	\$	44,434.88
						Total	\$	168,311.30
Operating Expenses								
Space/Rent		200.00				12	\$	14,400.00
Communications	\$	314.00				12	\$	3,768.00
Printing	\$	40.00				12	\$	480.00
Office Supplies	\$	131.00				12	\$	1,572.00
Travel				Total Ope	rating Exp	enses	\$	20,220.00
Mileage	\$	0.655		200		12	\$	1,572.00
					Total	Travel	\$	1,572.00
Other Costs								
Laptops & software	\$ 1	550.00			3		\$	4,650.00
Oral Health Kits	\$.,	5.00			2000		\$	10,000.00
Oral Health Screening Stipends	Ψ	0.00			2000		\$	30,000.00
··							Ş	30,000.00
				Total	Other Cos	ts	\$	44,650.00
					Subtotal		\$	234,753.30
Indirect Costs (15% of Total Personnel Costs)				Total Indirect Costs			\$	25,246.70
`		,				-	7	
					TOTAL	COSTS	\$	260,000.00

2023-2024 1

SBSP Budget

07/1/2024 through 6/30/2025

Personnel

Position Title	<u>Monthly</u>		<u>Annual</u>	FTE %	Months		Requested Amount	
Project Director								
Project Coordinator	\$ 6	6,688.33	\$ 80,259.96	50%	12	\$	40,129.98	
Health Educator	\$ 4	4,718.33	\$ 56,619.96	100%	12	\$	56,619.96	
Health Educator	\$ 4	4,430.42	\$ 53,165.04	57%	12	\$	30,304.07	
			Total	Personn	el	\$	127,054.01	
Fringe Benefits @				Total	Fringe	\$	46,082.34	
					Total	\$	173,136.35	
Operating Expenses								
Space/Rent	\$	1,200.00			12	\$	14,400.00	
Communications	\$	314.00			12	\$	3,768.00	
Printing	\$	35.00			12	\$	420.00	
Office Supplies	\$	80.75			12	\$	969.00	
			Total Oper	rating Ex	penses	\$	19,557.00	
Travel								
Mileage	\$	0.655	170		12	\$	1,336.20	
				Total	Travel	\$	1,336.20	
Other Costs								
Laptops & software						۲.		
	one	le for Dro	vidoro			\$ \$	20 000 00	
Oral Health Screening Stip	enc	15 101 710		Other Co	oto	> \$	30,000.00	
			Total	Other Co	SIS	Þ	30,000.00	
				Subtota		\$	224,029.55	
Indirect Costs (15% of To	tal I	Personne	Total Ir	ndirect Co	osts	\$	25,970.44	
					COSTS	\$	250,000.00	
				revised 9-	11-2024			

Extension I 07/1/2025 through 6/30/2026

Personnel

M	onthly	<u>Annual</u>	FTE %	<u>Months</u>		quested nount
\$ 6	6,889.17	\$ 82,670.04	50%	12	\$	41,335.02
\$ 4	4,860.58	\$ 58,326.96	100%	12	\$	58,326.96
\$ 4	4,562.67	\$ 54,752.04	49%	12	\$	26,828.50
		Tota	l Personne	el	\$	126,490.48
			Ben	efits	\$	46,598.91
				Total	\$	173,089.39
\$ 1	1,200.00			12	\$	14,400.00
\$	314.00			12	\$	3,768.00
\$	35.00			12	\$	420.00
\$	85.25			12	\$	1,023.00
		Total Ope	rating Exp	enses	\$	19,611.00
\$	0.655	170		12	\$	1,336.20
			Total	Travel	\$	1,336.20
					\$	-
		Total	Other Cos	sts	\$	-
			Subtotal		\$	194,036.59
onn	el Costs)	Total I	ndirect Co	sts	\$	25,963.41
			TOTAL	COSTS	\$	220,000.00
	\$ \$ \$ \$ \$ \$ \$ \$	\$ 35.00 \$ 85.25 \$ 0.655	\$ 6,889.17 \$ 82,670.04 \$ 4,860.58 \$ 58,326.96 \$ 4,562.67 \$ 54,752.04 Total \$ 1,200.00 \$ 314.00 \$ 35.00 \$ 85.25 Total Ope \$ 0.655 170	\$ 6,889.17 \$ 82,670.04 50% \$ 4,860.58 \$ 58,326.96 100% \$ 4,562.67 \$ 54,752.04 49% Total Personne Ben \$ 1,200.00 \$ 314.00 \$ 35.00 \$ 85.25 Total Operating Exp \$ 0.655 170 Total Other Costs Subtotal Total Indirect Co	\$ 6,889.17 \$ 82,670.04 50% 12 \$ 4,860.58 \$ 58,326.96 100% 12 \$ 4,562.67 \$ 54,752.04 49% 12	Monthly Annual FTE % Months An \$ 6,889.17 \$ 82,670.04 50% 12 \$ \$ 4,860.58 \$ 58,326.96 100% 12 \$ \$ 4,562.67 \$ 54,752.04 49% 12 \$ Total Personnel \$ Benefits \$ Total \$ \$ 314.00 12 \$ \$ 35.00 12 \$ \$ 85.25 12 \$ Total Operating Expenses \$ \$ 0.655 170 12 \$ Total Travel \$ Total Other Costs Subtotal Subtotal \$ 5 \$ 5 \$ \$ \$

SBSP Budget

Extension II 07/1/2026 through 6/30/2027

Personnel

Position Title	<u>M</u>	lonthly	<u>Annual</u>	FTE %	<u>Months</u>	quested nount
Project Director						
Project Coordinator	\$	7,095.00	\$ 85,140.00	50%	12	\$ 42,570.00
Health Educator	\$:	5,006.17	\$ 60,074.04	100%	12	\$ 60,074.04
Health Educator	\$ 4	4,699.92	\$ 56,399.04	40%	12	\$ 22,559.62
			Tota	l Personne	el	\$ 125,203.66
Fringe Benefits @ 37.47%				Ben	efits	\$ 46,914.05
					Total	\$ 172,117.71
Operating Expenses						
Space/Rent	\$	1,200.00			12	\$ 14,400.00
Communications	\$	350.00			12	\$ 4,200.00
Printing	\$	35.00			12	\$ 420.00
Office Supplies	\$	129.27			12	\$ 1,551.24
			Total Ope	rating Exp	enses	\$ 20,571.24
Travel						
Mileage	\$	0.655	190		12	\$ 1,493.40
				Total	Travel	\$ 1,493.40
Other Costs						
Laptops & software						\$ -
			Total	Other Cos	sts	\$ -
		Subtotal		\$ 194,182.35		
Indirect Costs (15% of Total Perso	Total I	ndirect Co	sts	\$ 25,817.66		
				TOTAL	COSTS	\$ 220,000.00

Personnel			07/1/2023 through 6/30/2024
Position Title			
Project Director	\$ 	-	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$	38,965.02	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on an 12 month period for Year 1.
Health Educator			An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 1
Health Educator	_ \$ _ \$	54,972.96	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider.
Fringe Benefits @ 36.27%	- \$ \$	29,938.44	58% of salary based on 12 month period for Year 1 Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Operating Expenses	_ Ÿ	44,434.00	beliefits and retirement beliefits.
Space/Rent	\$	14 400 00	Office space for staff implementing SBSP (\$1,200 X 12 months)
Communications	\$ \$		Landline connections, internet and Wifi connections, servers, cell phones (\$314 X 12 months).
Printing	\$	480.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$40 X 12 months).
Office Supplies	- \$	1,572.00	Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$131 X 12 months).
Travel	Ψ	1,372.00	
Mileage	\$	1,572.00	Mileage to and from meetings, trainings, project implementation, and site visits (200 miles @ \$.655 per mile X 12 months).
Other Costs			Division of 2 lantage for Decises Coordinates and 2 Uselik
Laptops	\$	4,650.00	Purchase of 3 laptops for Project Coordinator and 2 Health Educators
Oral Health Kits	\$	10,000.00	2,000 oral health kits (bag, toothbrush, toothpaste, floss) x \$5 = \$10,000, will be used for KOHA, SBSP initiatives, and oral health education and will be shared with community partners. *These
Oral Health Screening Stipends for Dental Provider		·	\$400 per provider who screens children for oral health outcomes during a single event. *These funds are only available in this fiscal year.
	\$	30,000.00	
Indirect Costs (15% of Total Personnel Cost)	\$	25,246.70	

Personnel			07/1/2024 through 6/30/2025
Position Title Project Director	\$	-	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$	40,129.98	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on an 12 month period for Year 1.
Health Educator	\$	56,619.96	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 1
Health Educator	\$		An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider.
Fringe Benefits @ 36.27%	э \$	30,304.07 46,082.34	58% of salary based on 12 month period for Year 1 Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
	Ψ	40,002.54	penents and retirement penents.
Operating Expenses Space/Rent	\$	14 400 00	Office space for staff implementing SBSP (\$1,200 X 12 months)
Communications	\$		Landline connections, internet and Wifi connections, servers, cell phones (\$314 X 12 months).
Printing	\$	420.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$40 X 12 months).
Office Supplies	\$	969.00	Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$131 X 12 months).
Travel Mileage	\$	1,336.20	Mileage to and from meetings, trainings, project implementation, and site visits (200 miles @ \$.655 per mile X 12 months).
Other Costs			
Laptops	\$	-	Purchase of 3 laptops for Project Coordinator and 2 Health Educators
Oral Health Kits	\$	-	2,000 oral health kits (bag, toothbrush, toothpaste, floss) x $5 = 10,000$, will be used for KOHA, SBSP initiatives, and oral health education and will be shared with community partners. *These
Oral Health Screening Stipends for Dental Provider	\$	30,000.00	\$400 per provider who screens children for oral health outcomes during a single event. *These funds are only available in this fiscal year.
Indirect Costs (15% of Total Personnel Cost)	\$	25,970.45	

Personnel

07/1/2025 through 6/30/2026

Position Title		
Project Director	\$ -	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on12 month period for Year 3.
Health Educator	\$ 58,326.96	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 3
Health Educator	\$ 26,828.50	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 49% of salary based on 12 month period for Year 3
Fringe Benefits @ 36.84%	\$ 46,598.91	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Operating Expenses Space/Rent	\$ 14,400.00	Office space for staff implementing SBSP (\$1,200 X 12 months)
Communications	\$ 3,768.00	Landline connections, internet and Wifi connections, servers, cell phones (\$314 X 12 months).
Printing	\$ 420.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$35 X 12 months).
Office/Program Supplies	\$ 1,023.00	Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$85.25 X 12 months)
Travel Mileage	\$ 1,336.20	Mileage to and from meetings, trainings, project implementation, and site visits (170 miles @ \$.655 per mile X 12 months)
Other Costs Laptops	\$ -	
Indirect Costs (15% of Total Personal Cost)	\$ 25,963.41	

TOTAL COSTS YR 3 \$ 220,000.00

Personnel

07/1/2026 through 6/30/2027

Position Title			
Project Director	\$	-	Direct, manage, assess, plan, implement and evaluate progam activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.
Project Coordinator	\$	42,570.00	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on12 month period for Year 4.
Health Educator	\$	60,074.04	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 4
Health Educator	\$	22,559.62	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 40% of salary based on 12 month period for Year 4
Fringe Benefits @ 37.47%	\$	46,914.05	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Operating Expenses			
Space/Rent	\$	14,400.00	Office space for staff implementing SBSP (\$1,200 X 12 months)
Communications	\$	4,200.00	Landline connections, internet and Wifi connections, servers, cell phones (\$350 X 12 months).
Printing	\$	420.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$35 X 12 months).
Office/Program Supplies	<u> </u>		Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and
	\$	1,551.24	other supplies (\$129.25 X 12 months)
Travel Mileage	\$	1,493.40	Mileage to and from meetings, trainings, project implementation, and site visits (190 miles @ \$.655 per mile X 12 months)
Other Costs			
Laptops	\$	-	
Indirect Costs (15% of Total Personal Cost)	\$	25,817.66	

TOTAL COSTS YR 4 \$ 220,000.00



County of Fresno Board of Supervisors Minute Order

Hall of Records, Room 301 2281 Tulare Street Fresno, California 93721-2198

Telephone: (559) 600-3529 Toll Free: 1-800-742-1011 www.co.fresno.ca.us

August 8, 2023

Present: 5 - Supervisor Steve Brandau, Vice Chairman Nathan Magsig, Supervisor Buddy Mendes, Supervisor Brian Pacheco, and Chairman Sal Quintero

Agenda No. 38.

Public Health

File ID: 23-0522

Re:

Make a finding that it is in the best interest of the County to suspend the competitive bidding process consistent with Administrative Policy No. 34 for unusual or extraordinary circumstances for implementing the school-based dental sealant program, as Fresno County Economic Opportunities Commission is the only provider that has worked alongside the Department of Public Health as they were developing and incorporating the oral health component into the community-wide services offered; and approve and authorize the Chairman to execute a retroactive Agreement with Fresno County Economic Opportunities Commission to implement the school-based dental sealant program from July 1, 2023 to June 30, 2027, which includes two optional one-year extensions, total not to exceed \$920,000

APPROVED AS RECOMMENDED

Ayes: 5 - Brandau, Magsig, Mendes, Pacheco, and Quintero

Agreement No. 23-396



Board Agenda Item 38

DATE: August 8, 2023

TO: Board of Supervisors

SUBMITTED BY: David Luchini, RN, PHN, Director, Department of Public Health

SUBJECT: Retroactive Agreement with Fresno County Economic Opportunities Commission

RECOMMENDED ACTION(S):

- Make a finding that it is in the best interest of the County to suspend the competitive bidding process consistent with Administrative Policy No. 34 for unusual or extraordinary circumstances for implementing the school-based dental sealant program, as Fresno County Economic Opportunities Commission is the only provider that has worked alongside the Department of Public Health as they were developing and incorporating the oral health component into the community-wide services offered; and
- Approve and authorize the Chairman to execute a retroactive Agreement with Fresno
 County Economic Opportunities Commission to implement the school-based dental sealant
 program from July 1, 2023 to June 30, 2027, which includes two optional one-year extensions,
 total not to exceed \$920,000.

There is no increase in Net County Cost associated with the recommended actions. Approval of the recommended actions will allow the County to continue partnering with Fresno County Economic Opportunities Commission (Fresno EOC) to continue providing the school-based dental sealant program (SBSP), assist schools with mandated reporting requirements, and leverage reallocated funding to continue school-based/school-linked activities from the previous oral health grant term. This item is countywide.

ALTERNATIVE ACTION(S):

Should your Board choose to not approve the recommended actions, Fresno EOC will no longer partner with the Local Oral Health Program (LOHP) to continue the SBSP in elementary schools. This will reduce the capacity of the LOHP to support preventative oral health services and will create a significant gap in providing the services in the targeted communities and may create possible delays in fulfillment of grant deliverables and risk non-compliance with the terms of the oral health grant program until a replacement vendor can be secured.

SUSPENSION OF COMPETITION/SOLE SOURCE CONTRACT:

The Department's request to suspend the competitive bidding process is consistent with Administrative Policy No. 34 for unusual and extraordinary circumstances as Fresno EOC has demonstrated they are uniquely qualified and the only suitable vendor to continue to carry out the required programmatic activities due to their previous and ongoing work with the Department LOHP staff and program partners. They have established a network that is unique and demonstrates their ability to network with LOHP partners to implement the SBSP in elementary schools under Agreement No. A-20-025 since January 7, 2020, Agreement A-21-401 since October 5, 2021, and Agreement A-22-285 since June 1, 2022. Fresno EOC is

the only school-based provider who is currently working in our schools and whose staff are knowledgeable on the reporting needs of the program's oral health assessments, oral health curriculums, and are familiar with the current oral health 2022-2027 grant objectives in the state-wide plan. The Internal Services Division - Purchasing concurs with the Department's request to suspend the competitive bidding process.

RETROACTIVE AGREEMENT:

The recommended agreement is retroactive to July 1, 2023. Following extensive review by the Department, it was determined in May 2023 that continuing the services was necessary. The agreement has been brought to your Board following agreement development and negotiations. The time required to work through the details of the recommended amendments did not allow presentation to your Board at an earlier date.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. The recommended agreement is 100% funded with the California Department of Public Health (CDPH) LOHP grant funds. Maximum compensation of \$920,000 is distributed as follows:

- July 1, 2023 through June 30, 2024 \$260,000
- July 1, 2024 through June 30, 2025 \$220,000
- July 1, 2025 through June 30, 2026 \$220,000
- July 1, 2026 through June 30, 2027 \$220,000

Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2023-24 Recommended Budget and for the duration of the agreement term.

DISCUSSION:

On January 7, 2020, your Board approved a three-year and six-month agreement (No. A-20-025) with Fresno EOC to implement evidence-based programs that improve the oral health of school-aged children in grades K-6. On January 26, 2021, your Board approved a first amendment (No. A-20-025-1) to revise budget years one and two due to COVID -19 disruptions and school closures. On October 5, 2021, your Board approved a second amendment (No. A-21-401) to shift unspent funds from year two to year three's budget and extended the timeline to complete all activities by year three. On June 21, 2022, your Board approved a third amendment (No. A-22-285) to extend the term one-year and increase the maximum to cover the operational costs associated with continuing the SBSP program for 12-months.

On June 6, 2023, your Board approved a first amendment to increase the current LOHP's grant maximum by reallocating \$68,000 from the previous oral health grant term (2018-2022) for services to continue school-based/school-linked activities that the LOHP was unable to complete during the 2018-2022 oral health grant term. This additional funding must be spent during FY 2023-24. Fresno EOC can fulfill these activities and have included oral health education, dental screening, dental sealants, the application of fluoride varnishes, and oral health related trainings to parents in their scope of services. Fresno EOC will also incorporate a new oral health literacy component to their scope of services and begin implementing oral health literacy campaigns at school sites and during screening events. Fresno EOC will also continue to assist schools in reporting students Kindergarten Oral Health Assessment outcomes, as this is a requirement by the State of California law - AB 1433. Fresno EOC's efforts align with the LOHP's goal to strive for enhanced community linkages for parents/caregivers to resources and services which will improve the health outcome of our youth.

REFERENCE MATERIAL:

BAI #33, January 7, 2020 BAI #28, January 26, 2021 BAI #32, October 5, 2021 BAI #38, June 6, 2023

ATTACHMENTS INCLUDED AND/OR ON FILE:

Suspension of Competition
On file with Clerk - Agreement with Fresno EOC

CAO ANALYST:

Ron Alexander



Suspension of Competition Acquisition Request



1. Fully describe the product(s) and/or service(s) being requested.

We request to suspend the competitive bidding process and enter into an agreement with Fresno County Economic Opportunities Commission for the services of providing evidenced-based oral health preventative activities that improve the oral health outcomes of elementary school-aged children. Effective July 1, 2023 through June 30, 2027, for a maximum of \$920,000.

2. Identify the selected vendor and contact person; include the address, phone number and e-mail address for each.

Fresno EOC 1920 Mariposa Street, Suite 330 Fresno, CA 93721 559-263-1044

What is the total cost of the acquisition? If an agreement, state the total cost of the initial term and the amounts for potential renewal terms.

This agreement will be fully funded by our LOHP grant funds.

The distribution of the maximum \$920,000 is as follows:

- July 1, 2023 through June 30, 2024 \$260,000
- July 1, 2024 through June 30, 2025 \$220,000
- July 1, 2025 through June 30, 2026 \$220,000 Extension I
- July 1, 2026 through June 30, 2027 \$220,000 Extension II
- Identify the unique qualities and/or capabilities of the service(s) and/or product(s) that qualify this as a Suspension of Competition acquisition.
 - Fresno County Department of Public Health's (FCDPH) Local Oral Health Program (LOHP) focuses on addressing oral health issues within the community by building capacity and infrastructure for the development, implementation, and evaluation of evidence-based programs that provide oral disease prevention services. Fresno County Economic Opportunities Commission (EOC) provides preventative oral health services to schoolaged children in grades K-6 with their well-established School-Based Sealant Program (SBSP). The SBSP incorporates oral health education, dental screening, dental sealants, the application of fluoride varnishes, and oral health related training to parents, caregivers, and school staff.
 - Fresno EOC is the only school-based provider who is currently working in our schools and is knowledgeable on the reporting needs of our program's oral health assessments, oral health curriculums, and types of partnerships the LOHP has throughout Fresno County. Fresno EOC is well versed in the Kindergarten Oral Health Assessment (KOHA), which is required by California law (AB 1433) and has been revised per Senate Bill 379 to improve oral health outcomes data needed to measure the success of prevention and intervention programs.
 - Fresno EOC staff are very familiar with the inner workings of the LOHP and are highly qualified and familiar with the current 2022-2027 objectives in our new oral health statewide plan. Fresno EOC's ability to work with the LOHP team, our oral health consultant, and local partners is crucial when successfully coordinating and leading the SBSP effort in our elementary schools. Fresno EOC staff have established relationships with school administration in three school districts located in Fresno County and they provide their services on-site.
 - Fresno EOC Health Services has the ability to connect its clients to a wide variety of internal and external resources including education, transportation, childcare, Medi-Cal, and primary health and dental care since they leverage from other programs within their organization and community connection to address the whole-person care model. Fresno EOC is a vital component of Fresno County's health care network and provides research-informed, culturally and linguistically relevant, and comprehensive education to youth experiencing the greatest inequities in health and social outcomes. Fresno EOC is familiar with the community and local landscape to successfully meet their needs and provide tailored services in multiple languages as the services are being provided. Fresno EOC also aligns their efforts with the FCDPH programamtic objectives in striving to link parents/caregivers to resources and services that will enhance and improve the health outcome of our youth.

).	identify from Administrative Policy #34 what circumstances constitute a Suspension of Competition.
	In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.

 When a contract provides only for payment of per diem and travel exper When obtaining the services of expert witnesses for litigation or special When in unusual or extraordinary circumstances, the Board of Supervis the best interests of the County would be served by not securing competence. 	counsel to assist the County. ors or the Purchasing Agent/Purchasing Manager determines that
6. Explain why the unique qualities and/or capabilities described at Fresno EOC provides preventative oral health services to sche LOHP efforts, and they have lead a well-established SBSP sindental screening, dental sealants, the application of fluoride vacaregivers, and school staff. Our LOHP is hoping to maintain enhance Fresno EOC's capacity by implementing oral health I screening events. In addition, Fresno EOC will assist schools requirement by the State of California law (AB 1433) and supplication.	ool-aged children in grades K-6 that align with the ace 2020. The SBSP incorporates oral health education, arnishes, and oral health related training to parents, our partnership for the remainder of this grant term and iteracy campaigns at school sites and at dental in reporting students KOHA outcomes, which is a
Fresno EOC has been a crucial contributing partner in reporting health workplan activities. For example, Fresno EOC staff have health status of a student to their parent/caregiver. Fresno EOC between our LOHP and school sites to host dental sealant ever and train school staff on the reporting requirements.	e created a dental report card that highlights the oral C staff will assist with coordinating the logistics
EOC is the most qualified and experienced vendor with a bala services that align with the FCDPH's efforts in establishing and referrals to other resources. This continuation of service will far other services and resources, that in turn will support FCDPH capture dental services and available resources.	d providing a care coordination of services that connect cilitate this process and streamline the data tracking to
Fresno EOC does not require any ramp-up fees to begin and v LOHP and its current projects and can begin services immedia	
 Provide a comprehensive explanation of the research done to with the unique qualities and/or capabilities stated above. Incluasked, and their responses. No other vendors were contacted since Fresno EOC is the only partnership and connections with our school partners, firsthand new scope of work for the LOHP's 2022-2027 grant term, and sustainability efforts. 	de a list of all other vendors contacted, what they were y suitable vendor who has the knowledge, cultivated d experience working with the LOHP, insight about the
clsandoval 7/3/2023 9:51:15 AM	[⊠ Sign] Double click!
Requested By:	Title
I approve this request to suspend competition for the service(s	i) and/or product(s) identified herein.
dluchini 7/3/2023 1:31:38 PM	[Sign] Double dick!
Department Head Signature	
gcornuelle 7/10/2023 2:38:58 PM	[⋘ Sign] Double click!
Purchasing Manager Signature	

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SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated August 8, 2023 and is between Fresno Economic Opportunities Commission, a California non-profit 501 c3 organization ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. The County, through its Department of Public Health (Department), is in need of a contractor to implement evidence-based programs that improve the oral health of elementary school aged children; and
- B. The County is in need of a contractor to implement evidence-based programs that serve low-income children; and
- C. The County is in need of a contractor to administer dental screenings, dental sealants and fluoride varnishes to elementary school aged children; and
 - D. The County is in need of a contractor to connect families to a primary dental home; and
- E. The County is in need of a contractor to support and promote preventative oral health intervention activities for Fresno County's Local Oral Health Program (LOHP).

The parties therefore agree as follows:

Article 1

Contractor's Services

- Scope of Services. The Contractor shall perform all of the services provided in 1.1 Exhibit A to this Agreement, titled "Scope of Services."
- Representation. The Contractor represents that it is qualified, ready, willing, and 1.2 able to perform all of the services provided in this Agreement.
- Compliance with Laws. The Contractor shall, at its own cost, comply with all 1.3 applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

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Article 2

County's Responsibilities

2.1 The County shall provide guidance and assistance to the Contractor with activities, strategies, and outcomes as set forth in Exhibit A.

Article 3

Compensation, Invoices, and Payments

- 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation."
- Maximum Compensation. The maximum compensation payable to the Contractor 3.2 under this Agreement is as follows:
 - A. Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00) for the period of July 1, 2023 through June 30, 2024.
 - B. Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) for the period of July 1, 2024 through June 30, 2025.
 - C. If the Agreement is extended as described in Section 4.2, the maximum compensation payable to the Contractor under this Agreement is Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) for the period of July 1, 2025 through June 30, 2026.
 - D. If the Agreement is extended as described in Section 4.2, the maximum compensation payable to the Contractor under this Agreement is Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) for the period of July 1, 2026 through June 30, 2027.
 - E. The maximum monetary compensation payable under the Agreement shall not exceed Nine Hundred Twenty Thousand and 00/100 Dollars (\$920,000.00), for the full four-year term.
 - F. The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and

while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

- 3.3 Invoices. The Contractor shall submit monthly invoices and timesheets to the Department of Public Health, Health Policy and Wellness (HPW) Division-Oral Health Program, Attention: HPW-Oral Health Program Staff Analyst at DPHBOAP@fresnocountyca.gov or addressed to the Department of Public Health, HPW-Oral Health Program, P.O. Box 11867, Fresno, CA 93775, Attention: HPW-Oral Health Program Staff Analyst. The Contractor shall submit each invoice by the 15th day of each month in which the Contractor performs services for the prior month's expenditures and in any case within 60 days after the end of the term or termination of this Agreement. Invoices shall detail line items as specified in Exhibit B, including original budget amount(s), current month's expenses, year to date expenses, and budget balances. In addition, invoices shall also include relevant supporting documentation including but not limited to general ledgers, copies of original statements, program expense records, payroll records, and mileage claims.
- 3.4 Payment. The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.
- 3.5 Incidental Expenses. The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

- 4.1 Term. This Agreement is retroactive to <u>July 1, 2023</u> and terminates on <u>June 30</u>, <u>2025</u>, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.
- . 4.2 **Extension.** The term of this Agreement may be extended for no more than two, oneyear periods only upon written approval of both parties no later than the last day of the current term. The Director or his or her designee is authorized to sign the written approval on behalf of

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the County based on the Contractor's satisfactory performance. The extension of this

Agreement by the County is not a waiver or compromise of any default or breach of this

Agreement by the Contractor existing at the time of the extension whether known to the County.

Article 5

Notices

5.1 Contact Information. The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Director, Department of Public Health County of Fresno P.O. Box 11867 Fresno, CA 93775

For the Contractor:

Emilia Reyes, Chief Executive Officer Fresno Economic Opportunities Commission 1920 Mariposa Street Fresno, CA 93721

- 5.2 Change of Contact Information. Either party may change the information in section5.1 by giving notice as provided in section 5.3.
- 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.
 - (A) A notice delivered by personal service is effective upon service to the recipient.
 - (B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
 - (C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service,

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delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

5.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

- 6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:
 - (A) Modify the services provided by the Contractor under this Agreement; or
 - (B) Terminate this Agreement.
 - 6.2 Termination for Breach.
 - (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement and must provide at least 30 days for the Contractor to cure the breach.
 - (B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.
 - (C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:
 - Obtained or used funds illegally or improperly;
 - (2) Failed to comply with any part of this Agreement;
 - (3) Submitted a substantially incorrect or incomplete report to the County; or
 - (4) Improperly performed any of its obligations under this Agreement.

- 6.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.
- 6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.
- 6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Funding Source

7.1 Services Funding Source. Funding for these services is provided by the State of California, Health and Human Services Agency, California Department of Public Health, California Oral Health Program.

Article 8

Confidentiality

8.1 Confidentiality. All services performed by the Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

Article 9

Independent Contractor

9.1 Status. In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

- 9.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.
- 9.3 Benefits. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.
- 9.4 Services to Others. The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 10

Indemnity and Defense

- 10.1 Indemnity. The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.
 - 10.2 Survival. This Article 11 survives the termination of this Agreement.

Article 11

Insurance

11.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this Agreement.

Article 12

Inspections, Audits, and Public Records

- 12.1 Inspection of Documents. The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.
- 12.2 State Audit Requirements. If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement. Additional Federal audit requirements may apply if any portion of the compensation to be paid by the County under this Agreement is also provided by Federal funding.
- 12.3 Public Records. The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:
 - (A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.
 - (B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.
 - (C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

- (D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").
- (E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).
- (F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.
- Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is

not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 13

Disclosure of Self-Dealing Transactions

- 13.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation or changes its status to operate as a corporation.
- 13.2 Duty to Disclose. If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to the County before commencing the transaction or immediately after.
- 13.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 14

General Terms

14.1 Modification. Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. Notwithstanding the above, changes to object levels in the budget, attached hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation payable to the Contractor, may be made with the written approval of the County's Department of Public Health Director, or designee. The ten percent (10%) budget modification maximum applies to the cumulative adjustments made through the life of the Agreement. Additionally, said budget changes shall not result in any change to the maximum compensation amount payable to Contractor, nor shall it reduce the delivery of services or significantly modify the

 scope of the services originally intended and approved under this Agreement, as stated herein.

The Contractor acknowledges that County employees have no authority to modify this

Agreement except as expressly provided in this Agreement.

- 14.2 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 14.3 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.
- 14.4 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.
- 14.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
 - 14.6 Days. Unless otherwise specified, "days" means calendar days.
- 14.7 Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
- 14.8 Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
- 14.9 Nondiscrimination. During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

- 14.10 No Waiver. Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.
- 14.11 Entire Agreement. This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.
- 14.12 No Third-Party Beneficiaries. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.
 - 14.13 Authorized Signature. The Contractor represents and warrants to the County that:
 - (A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.
 - (B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.
- 14.14 Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section.
 - (A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an

electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

- (B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- (D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- (E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.
- 14.15 Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

Article 15

Compliance with State Regulations

15.1 Compliance with State Requirements. CONTRACTOR recognizes that COUNTY operates is LOHP with the use of state funds, and that the use of these funds imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in Exhibit E, attached hereto and by this reference incorporated herein and made part of this Agreement. It is understood that Exhibit E also grants the COUNTY certain rights, which are reserved to the State; such rights are fully described therein.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause. FRESNO ECONOMIC OPPORTUNITIES COUNTY OF FRESNO COMMISSION Amila Res Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno Emilia Reyes, Chief Executive Officer 1920 Mariposa Street Attest: Bernice E. Seidel Fresno, California 93721 Clerk of the Board of Supervisors County of Fresno, State of California For accounting use only: Org No.: 56201553 Account No.: 7295 Fund No.: 0001 Subclass No.:10000

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

			Dell'sclable	Attached
	Ö	ommunity	Community-Clinical Linkages	
THE SECOND SALE SALE SALE SALE SALE SALE SALE SALE	esses, T) analysis I programs. d by DPH	07/01/23- 12/31/23	A) SWOT analysis summary report, which include: -List of participating and identified schools and grades and tracking system -List of partners and roles -List of services -Early Prevention Program -Submit implementation plan -List of equipment purchased.	
	Sch	hool Denta	School Dental Program Planning	
S.2.a Recruit schools: En stakeholders and gai to implement, admini dental programs in ta 2.2.b Connect schools to p	Build partnerships: Identify, maintain, and expand partnerships with dental providers and schools to implement, administer, and sustain school dental programs in targeted sites.	07/01/23-	A) Memorandums of understanding (MOUs), other partnership agreements	
	Recruit schools: Engage local school stakeholders and gain support from schools to implement, administer, and sustain school dental programs in targeted sites.	07/01/23-	A) List of participating schools, number of children to be served at each school site, grade level for each child.	
dental programs. Facilitate the formalizat of partnerships through MOUs and other agreements.	Connect schools to providers for school dental programs. Facilitate the formalization of partnerships through MOUs and other agreements.	07/01/23-	A) List of dental providers in partnership agreements with school programs	

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 - June 30, 2027

	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached	
2.2.c	Assist dental providers by coordinating with schools and obtaining input from school administrator, lead teacher, school nurse, or oral health contact at identified schools to schedule activities.	07/01/23-	A) Maintain a log of activities, which includes a written summary of input from each person contacted, schedule of planned activities.		
2.2.d	Promote school dental program: Annually update educational materials for teachers, parents, and students. Ensure the materials are culturally competent and use appropriate health literacy level.	05/30/27	Updated educational materials: A) Sealant B) Fluoride C) Preventive dental services		
2.2.e	Annually facilitate distribution of oral health educational materials including sealant and	07/01/23-	List of sealant educational materials provided; copy of consent form (if applicable). A) Distribution list and format (e.g., in person meeting student packets		
	fluoride to teachers, parents, and students, and send educational information home with consent form (if referral provider will provide services on-site at the school).		virtual meetings, emails, etc.) B) Number of stakeholders reached with educational sessions C) List of educational materials provided D) Consent form (keep on file)		
2.2.f	Plan dental program events: Work with providers and schools and develop a schedule for implementing school dental programs	05/30/27	A) Maintain a schedule for implementing a school dental program		
2.2.g	Annually deliver educational sessions to teachers, parents, and students.	06/30/27	A) Number of education sessions held B) List of trainings provided and names of school site. Training log should state if training was to students teachers fearth, or		
			parents		_

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

Progress Notes/ Deliverable Attached		
Performance Measure/ Deliverable	A) Number of schools with a program B) Number of children screened C) Signed consent forms (keep on file)	A)List of schools identified to participate B)Number of children receiving education C)List of materials provided D)List of training topics
Time	06/30/27	06/30/27
Activity Description	Facilitate basic dental screenings for students to determine dental status with passive consent.	Annually identify students who receive at least one instructional visit on oral health, using appropriate scope and sequence principles. Topics will include: Brushing and flossing Nutrition and healthy snacks, sugar sweetened beverages The need for regular dental care and preparation for visiting the dentist Tobacco prevention
#	2.2.h	2.2.i

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
	School Linked (Optional.	: Will be im	School Linked (Optional: Will be implemented once CDPH releases guidance)	
2.3	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.	06/30/27	Annual referral tracking system reports to include: A) Number and proportion of eligible schools participating B) Number and proportion of eligible children screened C) Referral acceptance: whether the receiving organization accepted the referral, or if not, why not D) Patient contact: whether the receiving organization and the patient interacted, or if not, why not E) Receipt of services: whether the patient received help from the organization; if yes, what kind; or if not, why not F) Need resolution: whether the resolved (or is in the process of	
2.3.a	Create a network of dental care providers willing to accept referrals.	07/01/23-	A) Number dental care providers willing to accept referrals B) A list of participating providers	
2.3.b	Develop a protocol to implement assessment, counseling, and linkage to providers, as well as care coordination using the 5A's strategies for addressing oral health problems in preschool and school-aged children. Note: Activity will be led and facilitated by DPH staff.	07/01/24-	A) Submit a written care coordination protocol	

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

= 25 2 2 1 1 2 2 2 2 2 3	slop referral criteria (e.g., all children ling dental sealants, having urgent or ediate care) and the protocol for linking ren to a source of dental care. In that children who already have a all home are linked to the same provider ss the parent/guardian requests a rent provider. Sol-based Program: Evaluate readiness xpanding the school dental program to de preventive services and implement of feasible.	Frame 07/01/23- 06/30/27 School Ba 07/01/23- 12/30/23	Frame O7/01/23- A) An estimate of the number and 06/30/27 percentage of high-risk children in the county who need sealants and referrals B) Submit referral criteria School Based Programming O7/01/23- A) In partnership with school dental program providers create a checklist for steps 1 – 10 based on Seal America: The Prevention Intervention Manual to determine	Attached
Annu Annu that seala	hally determine the number of children need dental sealants and the number of ants per child. Follow-up with teachers to the notices were sent home.	07/01/23-	program readiness (A)List of children needing sealants at each school site. Cumulative totals for each list.	

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

Progress Notes/ Deliverable Attached				
Performance Measure/ Deliverable	(A)List of the schedule of events, (B)Number of children served at each school site (C) Number of sealants provided		A) Narrative summary of preventive activities implemented B) List of schools and classrooms C) Number of children eligible to receive fluoride varnish D)Number of sealants provided E) Number of students receiving fluoride varnish F) Number of students receiving toothbrush prophylaxis G) Total number of students	Summary of follow-up activities, number of children who received retention checks, screening forms on file.
Time	06/30/27		07/01/23- 6/30/27	07/01/23- 6/30/27
Activity Description	Annually, facilitate dental sealant placement by a dentist, registered dental hygienist in alternative practice or registered dental hygienist at provider site, or will place sealants and dental screenings on a minimum of 5% of targeted children with signed parental consent form at a coordinated sealant event with teachers, site personnel, and volunteers.	Screening stipends provided to dental providers, registered dental hygienist in alternative practice, or registered dental hygienist to complete a portion of this activity while working alongside team.	Implement the activities to expand the program to include preventive services. Facilitate the implementation of a school dental program and ensure the provision of services to children.	Annually, complete sealant retention checks on a minimum of 10% of the children who received sealants during the school year.
#	2.3.f		2.3.g	2.3.h

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

Progress Notes/ Deliverable Affached							
Performance Measure/ Deliverable	A) Efficient communication with parents/caregivers/school officials and clinicians B) Tracking the success of referrals C) Data metrics to communicate findings to school administrators, stakeholders, and funding agencies D) Number of successful referrals E) Development of quality improvement strategies F) Increase % of children served by 10% over 5 years G) Establish timelines for performance data review	Kindergarten Oral Health Assessments (KOHA)	A) List and number of non- participating schools identified	A) List of best practices identified	A) List of target schools identified	A) List and number of champions recruited and/or trained B) Onboarding and training materials	C) Number of school districts participating D) Number children served
Time	06/30/27	en Oral H	05/101/23-	07/01/23- 06/30/27	07/01/23- 06/30/27	07/01/23-	
Activity Description	Participate with DPH Staff to establish performance measures (PM) and track progress in achieving targets. Consider quality improvement strategies.	Kindergan	Assess the number of schools currently not reporting Kindergarten Oral Health Assessments (KOHA) to the System for California Oral Health Reporting (SCOHR).	Identify current processes of participating schools and identify best practices.	Identify target schools for intervention.	Recruit and enroll champions. Support onboarding and training of champions.	Champions such as school nurses, PTA, school site council, school registrar, etc. Ask a key person from a successful school to make a presentation to other schools in their district or at a district in-service.
#	2.3.1		£.	3.1.a	3.1.b	3.1.c	

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

ide or adapt tools and training to make entations and write letters for educating of post of board members to include KOHA ities in the Local Control funding formula the Local Control funding formula the Local Control Accountability Plan. ide guidance for implementation KOHA of 20/27 of 20	#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
presentations and write letters for educating school board members to include KOHA activities in the Local Control funding formula and the Local Control Accountability Plan. Provide guidance for implementation KOHA 06/30/27 participation and reporting. Conduct meetings of key partners, mobilize 07/01/23-the community, and set targets. Identify successful strategies to increase the 06/30/27 humber of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA 06/30/27 hote: Activity will be led and facilitated by DPH 06/30/27	3.1.d	Provide or adapt tools and training to make	07/01/23-	A) Tool kit prepared	
school board members to include KOHA activities in the Local Control funding formula and the Local Control Accountability Plan. Provide guidance for implementation KOHA participation and reporting. Conduct meetings of key partners, mobilize the community, and set targets. Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH		presentations and write letters for educating	06/30/27	B) List of presentations made	
activities in the Local Control funding formula and the Local Control Accountability Plan. Provide guidance for implementation KOHA 06/30/27 participation and reporting. Conduct meetings of key partners, mobilize 07/01/23-the community, and set targets. Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality 07/01/23-improvement project for KOHA Note: Activity will be led and facilitated by DPH 06/30/27		school board members to include KOHA		C) Copy of letters written	
and the Local Control Accountability Plan. Provide guidance for implementation KOHA 07/01/23-participation and reporting. Conduct meetings of key partners, mobilize 07/01/23-the community, and set targets. Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH		activities in the Local Control funding formula		D) Number of schools adopting	
Provide guidance for implementation KOHA participation and reporting. Conduct meetings of key partners, mobilize 07/01/23-the community, and set targets. Identify successful strategies to increase the 06/30/27 Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH		and the Local Control Accountability Plan.		policies or participating in KOHA as	
Provide guidance for implementation KOHA 07/01/23- participation and reporting. Conduct meetings of key partners, mobilize 07/01/23- the community, and set targets. Identify successful strategies to increase the 07/01/23- number of Kindergarten Oral Health 66/30/27 Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality 07/01/23- improvement project for KOHA 06/30/27				a result of efforts	
participation and reporting. Conduct meetings of key partners, mobilize 07/01/23-the community, and set targets. Conduct meetings of key partners, mobilize 07/01/23-the community, and set targets. Identify successful strategies to increase the 07/01/23-number of Kindergarten Oral Health 66/30/27 Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality 07/01/23-improvement project for KOHA 06/30/27	3.1.f	Provide guidance for implementation KOHA	07/01/23-	A) Guidance documents distributed	
Conduct meetings of key partners, mobilize the community, and set targets. Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH		participation and reporting.	06/30/27	to schools	
Conduct meetings of key partners, mobilize 07/01/23- the community, and set targets. Identify successful strategies to increase the 07/01/23- number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH				B) Distribute Fact Sheets to build	
Conduct meetings of key partners, mobilize 07/01/23- the community, and set targets. Identify successful strategies to increase the 07/01/23- number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH				support for KOHA	
the community, and set targets. Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH	3.1.g		07/01/23-	A) List of key partners	
Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH			06/30/27	B) Schedule of meetings held	
Identify successful strategies to increase the number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH 06/30/27				C) Targets identified	
number of Kindergarten Oral Health Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH	3.1.h	_	07/01/23-	A) Provide summary in progress	
Assessments, barriers, and challenges to progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA improvement project for KOHA Note: Activity will be led and facilitated by DPH		number of Kindergarten Oral Health	06/30/27	reports of successes, challenges,	
progress. Identify if any new policies were developed because of efforts. Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH		Assessments, barriers, and challenges to		lessons learned, and	
developed because of efforts. Assist DPH in developing a quality improvement project for KOHA limprovement be led and facilitated by DPH		progress. Identify if any new policies were		recommendations	
Assist DPH in developing a quality improvement project for KOHA o6/30/27 Note: Activity will be led and facilitated by DPH		developed because of efforts.		B) Identify if any policies were	
Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH				revised or new policies developed	
Assist DPH in developing a quality improvement project for KOHA Note: Activity will be led and facilitated by DPH				C) Number of new school districts	
Assist DPH in developing a quality 07/01/23-improvement project for KOHA Note: Activity will be led and facilitated by DPH				participating	
Assist DPH in developing a quality 07/01/23-improvement project for KOHA 06/30/27				D) Number of children served.	
Assist DPH in developing a quality 07/01/23- improvement project for KOHA 06/30/27 Note: Activity will be led and facilitated by DPH				E) Submit data annually on oral	
improvement project for KOHA Note: Activity will be led and facilitated by DPH	0	Accipt DDU in developing a million	07/04/09	/// Ouglity languages Design for	
: Activity will be led and facilitated by DPH	= •	Assist OFF in developing a quality improvement project for KOHA	06/30/27	(A) Quality improvement Project for KOHA	
statt.		Note: Activity will be led and facilitated by DPH staff			

EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027

Progress Notes/ Deliverable Attached			*		
Performance Measure/ Deliverable	A) Coordination with school site officials will occur before event is scheduled B) Number of kindergarten classes in the school site C) Number of students expected to be screened for that event D) Number of children screened based on the number of kindergarten classes per site and student attendance for that particular day E) Submit invoice for each provider/hygienist and screening event between the dates of 7/1/22-6/30/24 with every monthly invoice.	A) OHAC Meeting Agenda and/or Notes	Submit meeting notes	Submit a narrative of the work completed during the 6 previous months for the July through December report and again for the January through June report.	Monthly invoice with back up documentation for hours worked, mileage, office supplies, oral health kit items and other items invoiced to support the amount being reflected.
Time Frame	07/01/22- 6/30/24	07/01/23- 06/30/27	07/01/23- 06/30/27	06/30/27	06/30/27
Activity Description	Coordinate and plan logistics with dental providers and/or hygienists to attend screening event and provided screening to youth. Provide stipends to providers/hygienist for each event.	Attend and provide program updates in a collaborative effort to LOHP's Oral Health Advisory Committee	Attend monthly calls with LOHP staff to discuss progress in activities.	Submit progress reports in January and July of every year. Dates: 1/2024,7/2024,01/2025,7/2025,1/2025, and 7/2027.	Submit monthly invoices by 20th of the month for the prior month's expenses
#	4	5.1	6.1	7.1	8.1

Year I 07/1/2023 through 6/30/2024

Personnel

Position Title	N	onthly	Annual	FTE %	Months		quested nount
Project Director							
Project Coordinator	\$	6,494.17	\$ 77,930.04	50%	12	\$	38,965.02
Health Educator	\$	4,581.08	\$ 54,972.96	100%	12	\$	54,972.96
Health Educator	\$	4,301.50	\$ 51,618.00	58%	12	\$	29,938.44
			Tota	Personne	el	\$	123,876.42
				Total	Fringe		
Fringe Benefits @ 35.87%				Ben	efits	\$	44,434.88
					Total	\$	168,311.30
Operating Expenses							
Space/Rent		1,200.00			12	\$	14,400.00
Communications	\$	314.00			12	\$	3,768.00
Printing	\$	40.00			12	\$	480.00
Office Supplies	\$	131.00			12	\$	1,572.00
			Total Ope	rating Exp	ig Expenses		20,220.00
Travel					72		
Mileage	\$	0.655	200		12	\$	1,572.00
				Total	Travel	\$	1,572.00
Other Costs							
Laptops & software	\$	1,550.00		3		\$	4,650.00
Oral Health Kits						\$	10,000.00
Oral Health Screening Stipends for						\$	30,000.00
			Total	Other Cos	ts	\$	44,650.00
				Subtotal		\$	234,753.30
Indirect Costs (15% of Total Personne	l Cos	ts)	Total Ir	ndirect Co	sts	\$	25,246.70
				TOTAL	COSTS	\$	260,000.00

Year 2 07/1/2024 through 6/30/2025

Personnel						
Position Title	M	lonthly	Annual	FTE %	Months	quested nount
Project Director						
Project Coordinator	\$ 6	6,688.33	\$ 80,259.96	50%	12	\$ 40,129.98
Health Educator	\$ 4	4,718.33	\$ 56,619.96	100%	12	\$ 56,619.96
Health Educator	\$ 4	4,430.42	\$ 53,165.04	57%	12	\$ 30,304.07
			Tota	Personn	el	\$ 127,054.01
Fringe Benefits @ 36.27%				Ber	efits	\$ 46,082.34
					Total	\$ 173,136.35
Operating Expenses						
Space/Rent	\$	1,200.00			12	\$ 14,400.00
Communications	\$	314.00			12	\$ 3,768.00
Printing	\$	35.00			12	\$ 420.00
Office Supplies	\$	80.75			12	\$ 969.00
			Total Ope	rating Exp	oenses	\$ 19,557.00
Travel						
Mileage	\$	0.655	170		12	\$ 1,336.20
				Total	Travel	\$ 1,336.20
Other Costs						
Laptops & software						\$
			Total	Other Cos	sts	\$ *
				Subtotal		\$ 194,029.55
Indirect Costs (15% of Total Pe	rsonnel (Costs)	Total I	ndirect Co	sts	\$ 25,970.44
				TOTAL	COSTS	\$ 220,000.00

Year 3 07/1/2025 through 6/30/2026

Personnel

Other Costs Laptops & software

Indirect Costs (15% of Total Personnel Costs)

Requested Position Title Monthly FTE % Months Annual Amount Project Director Project Coordinator 50% \$ 6,889.17 \$ 82,670.04 12 \$ 41,335.02 Health Educator 100% \$ 4,860.58 \$ 58,326.96 12 \$ 58,326.96 Health Educator \$ 4,562.67 \$ 54,752.04 49% 12 \$ 26,828.50 Total Personnel \$ 126,490.48 Fringe Benefits @ 36.84% Benefits \$ 46,598.91 Total \$ 173,089.39 Operating Expenses Space/Rent 12 \$ 1,200.00 \$ 14,400.00 Communications \$ 314.00 12 \$ 3,768.00 35.00 12 \$ Printing 420.00 85.25 12 Office Supplies 1,023.00 **Total Operating Expenses** \$ 19,611.00 Travel 0.655 Mileage 170 12 \$ 1,336.20 Total Travel \$ 1,336.20

\$

\$

\$ 194,036.59

\$ 25,963.41

\$ 220,000.00

Total Other Costs

Total Indirect Costs

Subtotal

TOTAL COSTS

Year 4 07/1/2026 through 6/30/2027

Personnel

Position Title	N	onthly	Annual	FTE %	Months	quested nount
Project Director						
Project Coordinator	\$	7,095.00	\$ 85,140.00	50%	12	\$ 42,570.00
Health Educator	\$	5,006.17	\$ 60,074.04	100%	12	\$ 60,074.04
Health Educator	\$	4,699.92	\$ 56,399.04	40%	12	\$ 22,559.62
			Tota	l Personne	el	\$ 125,203.66
Fringe Benefits @ 37.47%				Ben	efits	\$ 46,914.05
					Total	\$ 172,117.71
Operating Expenses						
Space/Rent	\$	1,200.00			12	\$ 14,400.00
Communications	\$	350.00			12	\$ 4,200.00
Printing	\$	35.00			12	\$ 420.00
Office Supplies	\$	129.27			12	\$ 1,551.24
			Total Operating Expenses		\$ 20,571.24	
Travel						
Mileage	\$	0.655	190		12	\$ 1,493.40
				Total	Travel	\$ 1,493.40
Other Costs						
Laptops & software						\$ -
			Total	Other Cos	ts	\$ •
				Subtotal		\$ 194,182.35
Indirect Costs (15% of Total Person	nel (Costs)	Total I	ndirect Co	sts	\$ 25,817.66
				TOTAL	COSTS	\$ 220,000.00

Personnel			Justification Year 1		
Project Director	\$		activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.		
Project Coordinator	\$	38,965.02	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables, 50% of salary based on an 12 month period for Year 1.		
Health Educator	s	54,972,96	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 1		
Health Educator			An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider.		
Fringe Benefits @ 35.87%	\$ \$	29,938.44	58% of salary based on 12 month period for Year 1 Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.		
Operating Expenses		44,434.00	benefits and remement benefits.		
Space/Rent	S	14,400.00	Office space for staff implementing SBSP (\$1,200 X 12 months)		
Communications	\$		Landline connections, internet and Wifi connections, servers, cell phones (\$314 X 12 months).		
Printing	\$	480.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$40 X 12 months).		
Office Supplies	\$	1,572.00	Office and consumable supplies such as papers, pens, note pattoners, print cartridges, folders, laptop case, planners, binders other supplies (\$131 X 12 months).		
Travel Mileage	\$	1,572.00	Mileage to and from meetings, trainings, project implementation, and site visits (200 miles @ \$.655 per mile X 12 months).		
Other Costs					
Laptops	\$	4,650.00	Purchase of 3 laptops for Project Coordinator and 2 Health Educators		
Oral Health Kits	\$		2,000 oral health kits (bag, toothbrush, toothpaste, floss) x \$5 = \$10,000, will be used for KOHA, SBSP initiatives, and oral health education and will be shared with community partners. *These		
Oral Health Screening Stipends for Dental Provider	\$	30,000.00	\$400 per provider who screens children for oral health outcomes during a single event. *These funds are only available in this fiscal year.		
Indirect Costs (15% of Total Personnel Cost)	\$	25,246.70			

Personnel			Justification Year 2		
Position Title					
Project Director	\$	-	activities such as overseeing the completion of Project Coordinato and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.		
Project Coordinator	\$	40,129.98	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on12 month period for Year 2.		
Health Educator	\$	56,619.96	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educato will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 2		
Health Educator	\$	30,304.07	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educato will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 57% of salary based on 12 month period for Year 2		
Fringe Benefits @ 36.27%	\$	46,082.34	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.		
Operating Expenses					
Space/Rent	\$	14,400.00	Office space for staff implementing SBSP (\$1,200 X 12 months)		
Communications	\$	3,768.00	 Landline connections, internet and Wifi connections, servers, cell phones (\$314 X 12 months). 		
Printing	\$	420.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$35 X 12 months).		
Office Supplies	\$	969.00	Office and consumable supplies such as papers, pens, note pads toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$80.75 X 12 months)		
Travel					
Mileage	\$	1,336.20	Mileage to and from meetings, trainings, project implementation, and site visits (170 miles @ \$.655 per mile X 12 months)		
Other Costs					
Laptops	\$	•			
Indirect Costs (15% of Total Personal Cost)	\$	25,970.44	The state of the s		

TOTAL COSTS YR 2 \$ 220,000.00

Personnel Position Title			Justification Year 3	
Project Director	\$	(2	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.	
Project Coordinator	\$	41,335.02	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on12 month period for Year 3.	
Health Educator	\$	58,326.96	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educato will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 3	
Health Educator	\$	26,828.50	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educato will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 49% of salary based on 12 month period for Year 3	
Fringe Benefits @ 36.84%	\$	46,598.91	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.	
	122			
Operating Expenses Space/Rent	\$	14,400.00	Office space for staff implementing SBSP (\$1,200 X 12 months)	
Communications	\$	3,768.00	Landline connections, internet and Wifi connections, servers, cell phones (\$314 X 12 months).	
Printing	\$	420.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$35 X 12 months).	
Office/Program Supplies	\$	1,023.00	Office and consumable supplies such as papers, pens, note pads toners, print cartridges, folders, laptop case, planners, binders an other supplies (\$85.25 X 12 months)	
Travel				
Mileage	\$	1,336.20	Mileage to and from meetings, trainings, project implementation, and site visits (170 miles @ \$.655 per mile X 12 months)	
Other Costs				
Laptops	\$	-		
Indirect Costs (15% of Total Personal Cost)	\$	25,963.41		

Personnel			Justification Year 4		
Position Title					
Project Director	\$		Direct, manage, assess, plan, implement and evaluate progam activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports and attendance to all required meetings. 10% of salary zero cost to SBSP.		
Project Coordinator	\$	42,570.00	Cost to coordinate all activities and ensures implementation of work plan activities of SBSP. Oversees day to day activities and provide assistance in problem solving and goal setting to meet high quality standards of all deliverables. 50% of salary based on12 month period for Year 4.		
Health Educator	\$	60,074.04	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 100% of salary based on 12 month period for Year 4		
Health Educator	\$	22,559.62	An SBSP Outreach Health Educator is needed to case manage the clients and assist with the coordination of educational services such as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienists with services such as set-up, clean-up, and documenting all services provided to students. The health educator will be responsible for entering all data into the FUSE software. He/she will have to follow up with parents whose youth requires "urgent" dental care and refer them to Free Medi-Cal Dental Youth Services to link them to a local dental care provider. 40% of salary based on 12 month period for Year 4		
Fringe Benefits @ 37.47%	\$	46 914 05	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.		
Operating Expenses Space/Rent	_		Office space for staff implementing SBSP (\$1,200 X 12 months)		
	\$	14,400.00			
Communications	\$	4,200.00	Landline connections, internet and Wifi connections, servers, cell phones (\$350 X 12 months).		
Printing	\$	420.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$35 X 12 months).		
Office/Program Supplies			Office and consumable supplies such as papers, pens, note pads, toners, print cartridges, folders, laptop case, planners, binders and other supplies (\$129.25 X 12 months)		
Travel	\$	1,551.24			
Mileage	\$	1,493.40	Mileage to and from meetings, trainings, project implementation, and site visits (190 miles @ \$.655 per mile X 12 months)		
Other Costs					
Laptops	\$	-			
Indirect Costs (15% of Total Personal Cost)	\$	25,817.66			

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) Commercial General Liability. Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) Automobile Liability. Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) Workers Compensation. Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) Employer's Liability. Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) Professional Liability. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) Molestation Liability. Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

2. Additional Requirements

(A) Verification of Coverage. Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email.

Exhibit C

DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) Acceptability of Insurers. All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) Notice of Cancellation or Change. For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) County's Entitlement to Greater Coverage. If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) Waiver of Subrogation. The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of

Exhibit C

worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) County's Remedy for Contractor's Failure to Maintain. If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) Subcontractors. The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - The name of the agency/company with which the corporation has the transaction;
 and
 - The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(1) Company Board Member	er Information:	
Name:	Date:	
Job Title:		
(2) Company/Agency Name	and Address:	
party to)	cribe the nature of the self-dealing transaction is consistent with	
(5) Authorized Signature		
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Signature:	Date:	

EXHIBIT E

STANDARD GRANT CONDITIONS

- 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.
- 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.
- 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.
- 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"):
 - 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.

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.
 - 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:
 - 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.
 - If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 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:
 - Place no further order or subgrants for materials, services, or facilities.
 - 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.
- 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.

Health Services: Oral Health School-Bases Sealant Program Agreement with County of Fresno

Final Audit Report

2023-07-12

Created:

2023-07-12

Ву:

Elionora Vivanco (elionora.vívanco@fresnoeoc.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAhbtejQYbQD-FL12zrreEtEKYkuKh0vhF

"Health Services: Oral Health School-Bases Sealant Program A greement with County of Fresno" History

- Document created by Elionora Vivanco (elionora.vivanco@fresnoeoc.org)
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Health Services: Oral Health School-Bases Sealant Program with County of Fresno_Amendment No. 1 to Agreement 23-396

Final Audit Report 2024-10-03

Created: 2024-10-03

By: Elionora Vivanco (elionora.vivanco@fresnoeoc.org)

Status: Signed

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"Health Services: Oral Health School-Bases Sealant Program with County of Fresno_Amendment No. 1 to Agreement 23-396" History

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