

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno County Economic Opportunities Commissions, DBA Fresno EOC, a non-profit 501c3 organization, whose address is 1920 Mariposa Street, Suite 300, Fresno, California, 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a qualified vendor to implement evidenced based programs that improve the oral health of elementary school aged children; and

WHEREAS, COUNTY, is in need of a qualified vendor to implement evidenced based oral health programs that serve low-income children; and

WHEREAS, COUNTY, is in need of a qualified vendor to administer dental sealants and fluoride varnishes to elementary school aged children; and

WHEREAS, COUNTY, is in need of a qualified vendor to connect families to a primary dental home; and

WHEREAS, COUNTY has issued Request for Proposal (RFP) No. 20-003 dated July 30, 2019, Addendum No. One (1) to COUNTY's RFP No. 20-003 dated August 27, 2019, thereto (collectively referred to herein as COUNTY's Revised RFP, for the above stated services; and

WHEREAS, CONTRACTOR, submitted a Proposal in response to the Revised RFP; and

WHEREAS, the COUNTY has evaluated the CONTRACTOR's Proposal in response to the Revised RFP and has determined the CONTRACTOR to be a responsive, responsible bidder whose Proposal meets the COUNTY's needs.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services and fulfill all responsibilities identified in

Exhibit A, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall work in partnership with the Department's Local Oral Health Program (LOHP) staff, the Oral Health Advisory Committee and, Central Valley Health Policy Institute for planning, reporting, and evaluation.

C. CONTRACTOR shall hire and designate one full-time Program Coordinator designated at 1.0 FTE and one part-time Medical or Dental Assistant designated at .50 FTE.

D. CONTRACTOR is responsible for annually facilitating the placement of dental sealants and fluoride varnishes for Fresno County children enrolled in K-6th grade.

E. CONTRACTOR is responsible for attending monthly Departmental programmatic meetings, or as scheduled, to share progress of program activities.

F. CONTRACTOR is responsible for attending calls or meetings as organized by the California Department of Public Health (CDPH).

2. TERM

The term of this Agreement shall be effective upon execution through and including June 30, 2022.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for these services is provided by the California Department of Public Health, through Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach

1 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
2 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
3 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
4 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
5 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
6 any such funds upon demand.

7 C. Without Cause - Under circumstances other than those set forth above, this
8 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
9 intention to terminate to CONTRACTOR.

10 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
11 CONTRACTOR agrees to receive compensation as identified in Exhibit B, attached hereto and
12 incorporated herein by this reference. In no event shall services performed under this Agreement for the
13 period beginning upon execution of this Agreement through and including June 30, 2020 be in excess of
14 One Hundred Thirty Thousand Dollars and No/100 (\$130,000.00). In no event shall services performed
15 under this Agreement for the period beginning July 1, 2020 through and including June 30, 2021 be in
16 excess of One Hundred Ninety-Five Thousand Dollars and No/100 (\$195,000.00). In no event shall
17 services performed under this Agreement for the period beginning July 1, 2021 through and including June
18 30, 2022 be in excess of One Hundred Ninety-Five Thousand Dollars and No/100 (\$195,000.00). It is
19 understood that all expenses incidental to CONTRACTOR'S performance of services under this
20 Agreement shall be borne by CONTRACTOR.

21 A. Payments by COUNTY shall be in arrears, for services provided during the
22 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by
23 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision of
24 this Agreement, COUNTY shall be relieved of its obligation for further compensation.

25 B. COUNTY shall not be obligated to make any payments under this Agreement if
26 the request for payment is received by the COUNTY more than forty-five (45) days after this Agreement
27 has terminated or expired.

28 C. CONTRACTOR shall be held financially liable for any and all future

1 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
2 process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to
3 COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR.

4 CONTRACTOR shall submit monthly invoices, by the thirtieth (30th) day of each month for the
5 prior month's expenditures, either electronically or via mail, to the County of Fresno, Department of
6 Public Health, Attention: Office of Health Policy and Wellness (OHPW) – LOHP, Staff Analyst, P.O. Box
7 11867, Fresno, CA 93775-1800. Invoices shall detail line items as specified in Exhibit B, including
8 original budget amount(s), current month's expenses, year-to-date expenses, and budget balances. In
9 addition, invoices shall also include all relevant supporting documentation including but not limited to
10 copies of original statements, program expense receipts, payroll records and mileage claims.

11 **5. INDEPENDENT CONTRACTOR:** In performance of the work, duties and obligations
12 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
13 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
14 times be acting and performing as an independent contractor, and shall act in an independent capacity and
15 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
16 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
17 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
18 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
19 terms and conditions thereof.

20 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
21 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

22 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
23 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
24 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
25 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
26 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
27 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

1 **6. MODIFICATION:** Any matters of this Agreement may be modified from time to time by the
2 written consent of all the parties without, in any way, affecting the remainder. Notwithstanding the above,
3 changes to line items in the budget, attached hereto as Exhibit B, that do not exceed ten percent (10%) of
4 the maximum compensation payable to the CONTRACTOR may be made with written approval of
5 COUNTY's Department of Public Health Director or designee. Said budget line item changes shall not
6 result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

7 **7. NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement nor
8 their rights or duties under this Agreement without the prior written consent of the other party.

9 **8. HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold harmless, and at
10 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
11 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
12 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
13 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
14 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
15 or corporation who may be injured or damaged by the performance, or failure to perform, of
16 CONTRACTOR, its officers, agents, or employees under this Agreement.

17 **9. INSURANCE**

18 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
19 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
20 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
21 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than Two Million
24 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
25 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
26 COUNTY may require specific coverages including completed operations,
27 products liability, contractual liability, Explosion-Collapse-Underground, fire legal
28 liability or any other liability insurance deemed necessary because of the nature of
this contract.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits of not less than One
3 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
4 damages. Coverage should include any auto used in connection with this
5 Agreement.

6 C. Professional Liability

7 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
8 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
9 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
10 (\$3,000,000.00) annual aggregate.

11 D. Worker's Compensation

12 A policy of Worker's Compensation insurance as may be required by the California
13 Labor Code.

14 E. Molestation

15 Sexual abuse / molestation liability insurance with limits of not less than One Million
16 Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual
17 aggregate. This policy shall be issued on a per occurrence basis.

18 Additional Requirements Relating to Insurance

19 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
20 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
24 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
29 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
30 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

31 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,

1 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
2 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
3 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
4 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
5 not be responsible for any premiums on the policies; that for such worker's compensation insurance the
6 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents and employees any
7 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
8 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
9 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
10 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
11 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
12 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
13 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
14 given to COUNTY.

15 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
16 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
17 Agreement upon the occurrence of such event.

18 All policies shall be issued by admitted insurers licensed to do business in the State of California,
19 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
20 FSC VII or better.

21 **10. AUDITS AND INSPECTIONS:** The CONTRACTOR shall at any time during business
22 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for
23 examination all of its records and data with respect to the matters covered by this Agreement. The
24 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of
25 such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this
26 Agreement.

27 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
28 the examination and audit of the Auditor General for a period of three (3) years after final payment under

contract (Government Code Section 8546.7).

11. CONFIDENTIALITY: All services performed by 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.

12. NON-DISCRIMINATION: During the performance of this Agreement, 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.

13. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

CONTRACTOR may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

B. CONTRACTOR-Owned Computers or Computer Peripherals

CONTRACTOR may not bring CONTRACTOR-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information

Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

C. COUNTY-Owned Computer Equipment

CONTRACTOR or anyone having an employment relationship with the COUNTY, may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or disclosure of data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.

F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

G. CONTRACTOR is responsible to immediately notify COUNTY of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

14. RECORDS: Financial and statistical data shall be kept and reports made as required by the COUNTY's Department of Public Health Director and the State. All such records shall be available

1 for inspection by the designated Auditors of COUNTY or State at reasonable times during normal
2 business hours. All such records shall be maintained through the end of this Agreement. All records
3 shall be considered property of COUNTY and shall be retained by COUNTY at the termination or
4 expiration of this Agreement.

5 **15. REPORTS:** CONTRACTOR shall submit to COUNTY within ten (10) calendar days all
6 program reports for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements,
7 records, reports, data, and other information as COUNTY may request pertaining to matters covered by this
8 Agreement. In the event that CONTRACTOR fails to provide such reports or other information required
9 hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is
10 compliance. In addition, CONTRACTOR shall provide written notification and explanation to the COUNTY
11 within five (5) days of any funds received from another source to conduct the same services covered by this
12 Agreement.

13 **16. COMPLIANCE WITH STATE REGULATIONS:** CONTRACTOR recognizes that COUNTY
14 operates is LOHP with the use of state funds, and that the use of these funds imposes certain requirements
15 on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all State requirements, including
16 those identified in Exhibit C, attached hereto and by this reference incorporated herein and made part of
17 this Agreement. It is understood that Exhibit C also grants the COUNTY certain rights, which are reserved
18 to the State; such rights are fully described therein.

19 **17. NOTICES:** The persons and their addresses having authority to give and receive notices
20 under this Agreement include the following:

21 COUNTY

22 Director, County of Fresno
23 Department of Public Health
P.O. Box 11867
Fresno, California 93775

CONTRACTOR

Brian Angus, CEO
Fresno E.O.C.
1920 Mariposa Street, Suite 300
Fresno, California 93721

24 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
25 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
26 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
27 personal service is effective upon service to the recipient. A notice delivered by first-class United States
28 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,

1 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
2 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
3 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
4 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
5 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
6 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
7 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
8 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
9 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
10 beginning with section 810).

11 **18. GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall
12 only be in Fresno County, California.

13 The rights and obligations of the parties and all interpretation and performance of this Agreement
14 shall be governed in all respects by the laws of the State of California.

15 **19. DISCLOSURE OF SELF-DEALING TRANSACTIONS:** This provision is only applicable if
16 the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term
17 of the agreement, the CONTRACTOR changes its status to operate as a corporation.

18 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
19 that they are a party to while CONTRACTOR is providing goods or performing services under this
20 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
21 and in which one or more of its directors has a material financial interest. Members of the Board of
22 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
23 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by
24 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
25 immediately thereafter.

26 **20. SEVERABILITY:** The provisions of this Agreement are severable. The invalidity or
27 unenforceability of any one provision in the Agreement shall not affect the other provisions.

28 **21. ENTIRE AGREEMENT:** This Agreement, including Exhibits A through D constitute the

entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,
publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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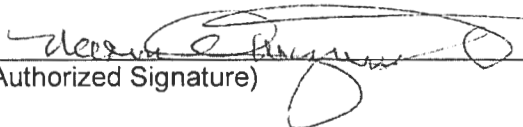
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **CONTRACTOR:**
4 Fresno County Economic Opportunities
5 Commission, DBA, Fresno EOC

COUNTY OF FRESNO:

6
7 
8 (Authorized Signature)

9 
10 Ernest Buddy Mendes, Chairman, Board of
Supervisors of the County of Fresno

11
12 
13 Brian Angus, CEO

14
15 1920 Mariposa Street, Fresno, California
16 93721

17 Mailing Address

18 **ATTEST:**
19 Bernice E. Seidel
20 Clerk of the Board of Supervisors
21 County of Fresno, State of California

22 By: 
23 Deputy

24 **FOR ACCOUNTING USE ONLY:**
25 Fund/Subclass: 0001/10000
26 ORG: 56201553
27 Account: 7295
28 SMA

Vendor Responsibilities and Activities:

- I . The SBSP shall be implemented at a minimum of three school sites within any school district in Fresno County that serve low-income children.
- II . The program has a targeted reach of 2,000 sealants by the end of year three.
- III. The targeted reach for fluoride varnishes are 2,000 in year one, 2,500 in year two and 3,000 by the end of year three.

	Activity Description	Time Frame	Evaluation, Deliverable, and/or Performance Measure
1	Annually, identify children in grades K-6 to receive dental sealants. Children receiving sealants must also receive a retention check-up. List number of children to be served.	Execution-06/30/22	List of participating schools, number of children to be served at each school site, grade level for each child.
3	Obtain input from school administrator, lead teacher, school nurse, or oral health contact at identified schools to schedule activities.	Execution-06/30/22	Written summary of input from each person contacted, schedule of planned activities.
5A	Develop and annually distribute sealant educational materials and/or deliver educational sessions to teachers, parents, and students, and send educational sealant information home with sealant consent form (if referral provider will provide services on-site at the school).	Execution-06/30/22	List of sealant educational materials provided; copy of consent form (if applicable).
6	Schedule time at school site to conduct screening with those children who submitted signed consent forms.	Execution-06/30/22	Correspondence with permission from school to conduct screening.
7	Conduct a basic dental screening of students to determine dental status with parental permission.	Execution-06/30/22	Signed consent forms, summary of survey results.
8	Conduct screening event with adults (teachers, site personnel, and volunteers.)	Execution-06/30/22	Correspondence with school with permission to conduct screening event
9A	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.	Execution-06/30/22	List of children needing sealants at each school site. Cumulative totals for each list.

	Activity Description	Time Frame	Evaluation, Deliverable, and/or Performance Measure
10	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 on a minimum of 5% of targeted children with signed parental consent form at a coordinated sealant event with teachers, site personnel, and volunteers.	Execution-06/30/22	List of the schedule of events, number of children served at each school site, number of sealants provided
11	Refer children and families to the Fresno County Free Dental Services program to establish a dental home.	Execution-06/30/22	Number of referrals, date of referral.
12	Annually, complete sealant retention checks on a minimum of 10% of the children who received sealants during the school year.	Execution-06/30/22	Summary of follow-up activities, number of children who received retention checks, screening forms on file.
13	Annually, identify students in grades K-6 that will receive at least one instructional visit on oral health, lasting at least 20 minutes, using appropriate scope and sequence principles. Topics will include: <ul style="list-style-type: none"> • brushing and flossing • nutrition and healthy snacks, sugar sweetened beverages • the need for regular dental care and preparation for visiting the dentist • tobacco prevention 	Execution-06/30/22	List of schools identified to participate, number of children receiving education, list of materials provided, training schedule, list of training topics
14	Identify age-appropriate videos and make available to teachers to reinforce in-person education.	Execution-06/30/22	Video distributed; number of children watching videos
15	Develop and distribute at-home activity sheets for children to complete with parents.	Execution-06/30/22	Activity sheets distributed

	Activity Description	Time Frame	Evaluation, Deliverable, and/or Performance Measure
16	Annually, identify children in grades K-6 to receive fluoride supplements. Facilitate fluoride supplements by a dental provider or school-based clinic, Federally Qualified Health Center, Community Health Center or identify if an on-site event is will be conducted at the school. Identify volunteers or organizations that provide fluoride varnish and work with teachers, school administrators, site personnel, and volunteers to coordinate the event. For on-site events, provide and collect permission slips for participating children. Children may receive fluoride rinse, fluoride varnish, or fluoride tablets.	Execution-06/30/22	List of participating schools, identify if children will be referred or identify the number of on-site events will be planned to provide fluoride varnish.
17A	Attend Oral Health Advisory Committee Meetings	Execution-06/30/22	Agenda from each meeting attended
17	Determine course of action for identified schools in collaboration with Oral Health Advisory Committee (OHAC)	Execution-06/30/22	OHAC meeting minutes.
18	For identified school sites, develop and adapt general oral health and hygiene educational materials that are culturally competent and use appropriate health literacy level.	Execution-06/30/22	List of culturally appropriate oral health materials provided.
20	Develop and annually distribute fluoride educational materials and/or deliver educational sessions to teachers, parents, and students, and send educational fluoride information home with fluoride consent form.	Execution-06/30/22	List of fluoride educational materials, distribution list, signed consent forms (on file, if applicable).
21	Assess number of children eligible to receive fluoride varnish per identified school.	Execution-06/30/22	List of classrooms and number of children to receive fluoride supplement.

	Activity Description	Time Frame	Evaluation, Deliverable, and/or Performance Measure
22	Facilitate referral for fluoride varnishes or schedule time at school site to provide fluoride varnishes with local providers to children who submitted signed consent forms.	Execution-06/30/22	List of schools, number of children referred for fluoride supplements or number of children receiving fluoride supplements on-site.
23	Conduct fluoride varnish event at school with teachers, site personnel, and volunteers. TBD number of children that will receive fluoride varnish.	Execution-06/30/22	Number of children receiving fluoride varnish, flyer to promote event if conducted on-site. Permission slips maintained by LHJ, if applicable.
24	Send notices home with students to inform parents of any relevant information.	Execution-06/30/22	Data captured in report to CDPH; correspondence with teachers.
25	Determine total number of children who received fluoride treatment. Follow-up with teachers to ensure notices were sent home.	Execution-06/30/22	Provide documentation in progress reports. Provide a summary of clinical linkage efforts and on-site events.
26E	Work with Evaluation Consultant to identify process and qualitative indicators for school-based or school linked programs and determine if progress on evaluation objectives/indicators.	Execution-06/30/22	Evaluation Report – identify if target participation rate was met.
27E	Work with Evaluation Consultant and Department to identify Success Stories to share with local programs, policymakers, stakeholders, and the general public to help sustain program efforts.	Execution-06/30/22	Success stories (qualitative case study) and dissemination plan.

		Year I					
Execution through 06/30/2020							
Personnel							
	<u>Position Title</u>	<u>Monthly Salary Range</u>	<u>Monthly</u>	<u>Annual</u>	<u>FTE %</u>	<u>Months</u>	<u>Requested Amount</u>
	Project Director	\$0					
	Project Coordinator	5300-6500	\$5,352	\$64,221	100%	8	\$42,816.00
	Dental Assistant	2800-3800	\$2,826	\$33,912	100%	8	\$22,608.00
	Title				Total Personnel		\$65,424.00
	Fringe Benefits @ 25%			Fringe Benefits @ 25%			\$16,356.00
					Total		\$81,780.00
	Operating Expenses						
	Space/Rent		\$1,000			8	\$8,000.00
	Communications		\$538			8	\$4,304.00
	Printing		\$200			8	\$1,600.00
	Office Supplies		\$776			8	\$6,208.00
				Total Operating Expenses			\$20,112.00
	Labor						
					Total Labor		\$0.00
	Travel						
	Milage		\$629.32				\$5,035.00
					Total Travel		\$5,035.00
	Other Costs						
	Laptops						\$2,500.00
	Audit						\$128.00
				Total Other Costs			\$2,628.00
	Indirect Costs (25% of Total Personnel Costs)			Indirect			\$20,445.00
					TOTAL COSTS		\$130,000.00

		Year II					
	07/01/2020 through 06/30/2021						
	Personnel						
	<u>Position Title</u>	<u>Monthly Salary Range</u>	<u>Monthly</u>	<u>Annual</u>	<u>FTE %</u>	<u>Months</u>	<u>Requested Amount</u>
	Project Director	\$0					\$0.00
	Project Coordinator	5300-6500	\$5,459	\$65,508	100%	12	\$65,508.00
	Dental Assistant	2800-3800	\$2,884	\$34,608	100%	12	\$34,608.00
						Total Personnel	\$100,116.00
	Fringe Benefits @ 24.45%					Fringe Benefits @ 24.45%	\$24,478.36
						Total	\$124,594.36
	Operating Expenses						
	Space/Rent		\$1,000			12	\$12,000.00
	Communications		\$600			12	\$7,200.00
	Printing		\$200			12	\$2,400.00
	Office Supplies		\$810.05			12	\$9,720.60
						Total Operating Expenses	\$31,320.60
	Labor						
						Total Labor	\$0.00
	Travel						
	Milage		\$645.00			12	\$7,740.00
						Total Travel	\$7,740.00
	Other Costs						
	Laptops						\$0.00
	Audit						\$196.00
						Total Other Costs	\$196.00
	Indirect Costs (25% of Total Personnel Costs)						
						Total Indirect Costs	\$31,148.59
						TOTAL COSTS	\$195,000.00

		Year III					
07/01/2021-06/30/2022							
Personnel							
	<u>Position Title</u>	<u>Monthly Salary Range</u>	<u>Monthly</u>	<u>Annual</u>	<u>FTE %</u>	<u>Months</u>	<u>Requested Amount</u>
	Project Director	\$0					\$0.00
	Project Coordinator	5300-6500	\$5,624	\$67,483	100%	12	\$67,488.00
	Dental Assistant	2800-3800	\$3,051	\$36,615	100%	12	\$36,612.00
					Total Personnel		\$104,100.00
	Fringe Benefits @ 23.75%			Fringe Benefits @ 23.75%			\$24,723.75
						Total	\$128,824.00
	Operating Expenses						
	Space/Rent		\$1,000			12	\$12,000.00
	Communications		\$500			12	\$6,000.00
	Printing		\$100			12	\$1,200.00
	Office Supplies		\$569.56			12	\$6,834.72
				Total Operating Expenses			\$26,035.00
	Labor						
					Total Labor		\$0.00
	Travel						
	Milage		\$645.00			12	\$7,740.00
					Total Travel		\$7,740.00
	Other Costs						
							\$0.00
	Audit						\$195.00
				Total Other Costs			\$195.00
	Indirect Costs (25% of Total Personnel Costs)			Total Indirect Costs			\$32,206.00
					TOTAL COSTS		\$195,000.00

EXHIBIT C

STANDARD GRANT CONDITIONS

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

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

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

- 4) For publications other than those described in paragraph 8.3 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.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) 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:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. 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.
- (5) 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 Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	