1	AMENDMENT NO. 1 TO SERVICE AGREEMENT
2	This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3	and is between Fresno Economic Opportunities Commission, a
4	California non-profit 501 c3 organization ("Contractor"), and the County of Fresno, a political
5	subdivision of the State of California ("County").
6	Recitals
7	A. On August 8, 2023, the County and the Contractor entered into Service Agreement,
8	which is County agreement number 23-396 ("Agreement"), for implementing evidence-based
9	programs that improve the oral health of elementary school aged children.
10	B. Changes to the Agreement are necessary to increase the maximum compensation to
11	allow the Contractor to continue to facilitate dental screenings, dental sealants and fluoride
12	varnishes by a dentist, registered dental hygienist in alternative practice or registered dental
13	hygienist at provider site, to elementary school aged children.
14	C. The County and Contractor now desire to amend the Agreement to update the
15	compensation clause and make minimal revisions to Exhibits A and B.
16	The parties therefore agree as follows:
17	1. In Article 3, subsection 2 of the Agreement, starting at page 2 line 10 through page 3 line
18	3 shall be deleted and replaced with the following:
19	"3.2 Maximum Compensation. The maximum compensation payable to the
20	Contractor under this Agreement is Nine Hundred Fifty Thousand and 00/100
21	Dollars (\$950,000.00) commencing as of the Agreement effective date, for the
22	entire term of the Agreement including any extensions set forth by section 4.2 of
23	this Agreement. The Contractor acknowledges that the County is a local
24	government entity and does so with notice that the County's powers are limited
25	by the California Constitution and by State law, and with notice that the
26	Contractor may receive compensation under this Agreement only for services
27	performed according to the terms of this Agreement and while this Agreement is
28	in effect, and subject to the maximum amount payable under this section. The

1	Contractor further acknowledges that County employees have no authority to pay
2	the Contractor except as expressly provided in this Agreement."
3	2. All references in the Agreement to Exhibit A shall be deemed references to "Revised
4	Exhibit A", which is attached and incorporated by this reference.
5	3. All references in the Agreement to Exhibit B shall be deemed references to "Revised
6	Exhibit B", which is attached and incorporated by this reference.
7	4. When both parties have signed this Amendment No. 1, the Agreement, and this
8	Amendment No. 1 together constitute the Agreement.
9	5. The Contractor represents and warrants to the County that:
10	a. The Contractor is duly authorized and empowered to sign and perform its obligations
11	under this Amendment.
12	b. The individual signing this Amendment on behalf of the Contractor is duly authorized
13	to do so and his or her signature on this Amendment legally binds the Contractor to
14	the terms of this Amendment.
15	6. The parties agree that this Amendment may be executed by electronic signature as
16	provided in this section.
17	a. An "electronic signature" means any symbol or process intended by an individual
18	signing this Amendment to represent their signature, including but not limited to (1) a
19	digital signature; (2) a faxed version of an original handwritten signature; or (3) an
20	electronically scanned and transmitted (for example by PDF document) version of an
21	original handwritten signature.
22	b. Each electronic signature affixed or attached to this Amendment (1) is deemed
23	equivalent to a valid original handwritten signature of the person signing this
24	Amendment for all purposes, including but not limited to evidentiary proof in any
25	administrative or judicial proceeding, and (2) has the same force and effect as the
26	valid original handwritten signature of that person.
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1	c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
2	subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
3	2, Title 2.5, beginning with section 1633.1).
4	d. Each party using a digital signature represents that it has undertaken and satisfied
5	the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
6	through (5), and agrees that each other party may rely upon that representation.
7	e. This Amendment is not conditioned upon the parties conducting the transactions
8	under it by electronic means and either party may sign this Amendment with an
9	original handwritten signature.
10	7. This Amendment may be signed in counterparts, each of which is an original, and all of
11	which together constitute this Amendment.
12	8. The Agreement as amended by this Amendment No.1 is ratified and continued. All
13	provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
14	effect.
15	[SIGNATURE PAGE FOLLOWS]
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The parties are signing this Amendme	nt No. 1 on the date stated in the introductory
clause.	
FRESNO ECONOMIC OPPORTUNITIES	COUNTY OF FRESNO
COMMISSION	
Amila Rers	
Emily Reyes, Chief Executive Officer	Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno
1920 Mariposa Street Fresno, California 93721	Attest: Bernice E. Seidel
	Clerk of the Board of Supervisors County of Fresno, State of California
	By: Deputy
For accounting use only:	
Org No.: 56201553 Account No.: 7295	
Fund No.: 0001 Subclass No.: 10000	
	clause. FRESNO ECONOMIC OPPORTUNITIES COMMISSION <i>Amila Regs</i> Emily Reyes, Chief Executive Officer 1920 Mariposa Street Fresno, California 93721 For accounting use only: Org No.: 56201553 Account No.: 7295 Fund No.: 0001

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached			
	Community-Clinical Linkages						
2.1	Participant in a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of your program in preparation for implementing school-based/linked programs. <i>Note: Activity will be led and facilitated by DPH</i> <i>staff.</i>	07/01/23- 12/31/23	 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 -Invoices for billing 				
	S	chool Denta	al Program Planning				
2.2	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- 06/30/27	A) Memorandums of understanding (MOUs), other partnership agreements				
2.2.a	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- 06/30/27	A) List of participating schools, number of children to be served at each school site, grade level for each child				
2.2.b	Connect schools to providers for school dental programs. Facilitate the formalization of partnerships through MOUs and other agreements.	07/01/23- 06/30/27	A) List of dental providers in partnership agreements with school programs				

#	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- 06/30/27	 A) Maintain a log of activities, which includes a written summary of input from each person contacted, schedule of planned activities B) Include reports, logs, and other tracking methods as applicable 	
2.2.d	Promote school dental program: Annually update educational materials for teachers, parents, and students. Ensure materials follow the national Culturally and Linguistically Appropriate Services (CLAS) standards and use appropriate health literacy level that align with the target population.	07/01/23- 06/30/27	Updated educational materials: A) Sealant B) Fluoride C) Preventive dental services List of sealant educational materials provided; copy of consent form (if applicable)	
2.2.e	Annually facilitate distribution of oral health educational materials including sealant and 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).	07/01/23- 06/30/27	 A) Distribution list and format (e.g., in person meeting, student packets, virtual meetings, emails, etc.) B) Number of stakeholders reached with educational sessions 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 providers and schools and develop a schedule for implementing school dental programs.	07/01/23- 06/30/27	 A) Maintain a schedule for implementing a school dental program B) Include reports, logs, and other tracking methods as applicable 	

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

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
2.2.i	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	07/01/23- 06/30/27	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 (Optiona	al: Will be im	plemented once CDPH releases gu	uidance)

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
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.	01/01/24- 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 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	
2.3.a	Create a network of dental care providers willing to accept referrals.	07/01/23- 06/30/27	A) Number dental care providers willing to accept referralsB) 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 pre- school and school-aged children. <i>Note: Activity will be led and facilitated by DPH</i> <i>staff.</i>	07/01/24- 06/30/27	A) Submit a written care coordination protocol	

#	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. Ensure that children who already have a dental home are linked to the same provider unless the parent/guardian requests a different provider.	07/01/23- 06/30/27	 A) An estimate of the number and percentage of high-risk children in the county who need sealants and referrals B) Submit referral criteria 	
		School Ba	sed Programming	
2.3.d	School-based Program: Evaluate readiness for expanding the school dental program to include preventive services and implement when feasible. <i>Note: Activity will be led and facilitated by DPH</i> <i>staff.</i>	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 siteB) 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.	07/01/23- 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.g	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.	07/01/23- 6/30/27	 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 receiving preventive services H) Include reports, logs, and other tracking methods as applicable 	
2.3.h	Annually, complete sealant retention checks on a minimum of 10% of the children who received sealants during the school year.	07/01/23- 6/30/27	Summary of follow-up activities, number of children who received retention checks, screening forms on file.	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
2.3.i	Participate with DPH Staff to establish performance measures (PM) and track progress in achieving targets. Consider quality improvement strategies.	07/01/23- 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 	
	Kindergar	ten Oral H	ealth 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	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	07/01/23- 06/30/27	 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 E) Include reports, logs, and other 	
3.1.d	district or at a district in-service. Provide or adapt tools and training to make 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.	07/01/23- 06/30/27	tracking methods as applicable A) Tool kit prepared B) List of presentations made C) Copy of letters written D) Number of schools adopting policies or participating in KOHA as a result of efforts	
3.1.f	Provide guidance for implementation KOHA participation and reporting.	07/01/23- 06/30/27	 A) Guidance documents distributed to schools B) Distribute Fact Sheets to build support for KOHA 	
3.1.g	Conduct meetings of key partners, mobilize the community, and set targets.	07/01/23- 06/30/27	 A) List of key partners B) Schedule of meetings held C) Targets identified D) Include reports, logs, and other tracking methods as applicable 	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
3.1.h	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.	07/01/23- 06/30/27	 A) Provide summary in progress reports of successes, challenges, lessons learned, and recommendations 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 improvement project for KOHA Note: Activity will be led and facilitated by DPH staff.	07/01/23- 06/30/27	(A) Quality Improvement Project for KOHA	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
4.1	Coordinate and plan logistics with dental providers and/or hygienists to attend screening event and provided screening to youth. Develop a screening stipend log to track stipends provided to dental providers, registered dental hygienist in alternative practice, or registered dental hygienist for this activity.	07/01/22- 6/30/27	 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) 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- 6/30/27 with every monthly invoice G) Include reports, logs, and other tracking methods as applicable 	
5.1	Attend and provide program updates in a collaborative effort to LOHP's Oral Health Advisory Committee	07/01/23- 06/30/27	 A) OHAC Meeting Agenda and/or Notes B) Submit meeting updates one week prior to OHAC meeting 	
6.1	Attend monthly calls with LOHP staff to discuss progress in activities.	07/01/23- 06/30/27	 A) Submit meeting notes B) Submit numbers template form bi-monthly prior to check-in with LOHP 	

#	Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
6.1a	 Attend trainings identified by LOHP. Training topics to include: Health Equity Culturally and Linguistically Appropriate Services (CLAS) Other trainings as identified 	07/01/24- 06/30-27	A) Submit training log	
7.1	Submit progress reports in January and July of every year. Dates: 1/2024,7/2024,01/2025, 7/2025,1/2026,7/2026,1/2027, and 7/2027.	07/01/23- 06/30/27	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.	
8.1	Submit monthly invoices by 15 th of the month for the prior month's expenses	07/01/23- 06/30/27	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.	

2023-2024

07/1/2023 through 6/30/2024

Position Title	<u>Monthly</u>	Annual	<u>FTE %</u>	<u>Months</u>		
					Requ	lested 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
		Tota	I Personne	I	\$	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
Travel		Total Ope	erating 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					\$	30,000.00
· · ·						
		Total	Other Cos	ts	\$	44,650.00
			Subtotal		\$	234,753.30
Indirect Costs (15% of Total Pers	onnel Costs)	Total I	ndirect Co	sts	\$	25,246.70
			TOTAL	COSTS	\$	260,000.00

SBSP Budget

07/1/2024 through 6/30/2025

						-	
Position Title	M	<u>onthly</u>	<u>Annual</u>	<u>FTE %</u>	<u>Months</u>		quested nount
Project Director							
Project Coordinator	\$6	5,688.33	\$ 80,259.96	50%	12	\$	40,129.98
Health Educator	\$ ²	4,718.33	\$ 56,619.96	100%	12	\$	56,619.96
Health Educator	\$ 4	1,430.42	\$ 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						\$	-
Oral Health Screening Stip	end	s for Prov				\$	30,000.00
			Total	Other Co	sts	\$	30,000.00
				Subtota		\$	224,029.55
Indirect Costs (15% of To	tal I	Personne	Total Ir	ndirect Co	osts	\$	25,970.44

TOTAL COSTS	\$ 250,000.00
revised 9-11-2024	

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

Personnei						De	aucotod
Position Title	M	onthly	<u>Annual</u>	<u>FTE %</u>	<u>Months</u>		quested nount
Project Director							lount
Project Coordinator	\$6	6,889.17	\$ 82,670.04	50%	12	\$	41,335.02
Health Educator	\$ 2	4,860.58	\$ 58,326.96	100%	12	\$	58,326.96
Health Educator	\$ 4	1,562.67	\$ 54,752.04	49%	12	\$	26,828.50
				al Personne	el	\$	126,490.48
Fringe Benefits @ 36.84%				Ben	efits	\$	46,598.91
					Total	\$	173,089.39
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	\$	85.25			12	\$	1,023.00
			Total Ope	erating Exp	enses	\$	19,611.00
Travel							
Mileage	\$	0.655	170		12	\$	1,336.20
				Total	Travel	\$	1,336.20
Other Costs							
Laptops & software						\$	-
			Total	Other Cos	sts	\$	-
				Subtotal		\$	194,036.59
Indirect Costs (15% of Total Pers	sonn	el Costs)	Total	Indirect Co	sts	\$	25,963.41
				TOTAL	COSTS	\$	220,000.00

SBSP Budget

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

						-	
Position Title	M	onthly	<u>Annual</u>	<u>FTE %</u>	<u>Months</u>		quested 10unt
Project Director							
Project Coordinator	\$ 7	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	erating 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	nne	l Costs)	Total I	ndirect Co	sts	\$	25,817.66
				TOTAL	COSTS	\$	220,000.00

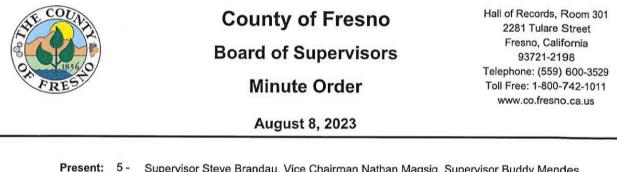
Personnel Position Title			07/1/2023 through 6/30/2024
Project Director	\$	-	activities such as overseeing the completion of Project Coordinator and Dental Assistant's duties, completion of reports
Project Coordinator	_		and attendance to all required meetings. 10% of salary zero cost to SBSP. Cost to 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
Health Educator	_ \$	38,965.02	an 12 month period for Year 1. 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
	\$	54,972.96	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
Fringe Benefits @	\$	29,938.44	Dental Youth Services to link them to a local dental care provider. <u>58% of salary based on 12 month period for Year 1</u> Cost includes FICA, SUI, Workers Compensation, Medical/Health
36.27%	_ \$	44,434.88	benefits and retirement benefits.
Operating Expenses			
Space/Rent	\$		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	\$	480.00	Printing of any materials, flyers, forms, copies of documents needed to implement project (\$40 X 12 months).
Office Supplies			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).
Troval	\$	1,572.00	
Travel Mileage	ć	1,572.00	Mileage to and from meetings, trainings, project implementation, and site visits (200 miles @ \$.655 per mile X 12 months).
	\$	1,37 2.00	
Other Costs	Ş	1,572.00	
			Purchase of 3 laptops for Project Coordinator and 2 Health Educators
Laptops	\$	4,650.00	Educators 2,000 oral health kits (bag, toothbrush, toothpaste, floss) x \$5 = \$10,000, will be used for KOHA, SBSP initiatives, and oral health
Other Costs Laptops Oral Health Kits Oral Health Screening Stipends for Dental			Educators 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 \$400 per provider who screens children for oral health outcomes
Laptops Oral Health Kits Oral Health Screening	\$	4,650.00	Educators 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

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		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
	\$ 40,129.98	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
	\$ 56,619.96	
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.
	\$ 30,304.07	58% of salary based on 12 month period for Year 1
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	\$,	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	\$ 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 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 Position Title			07/1/2026 through 6/30/2027
Project Director	\$	-	Direct, manage, assess, plan, implement and evaluate progam activities such as overseeing the completion of Project Coordinato and Dental Assistant's duties, completion of reports and attendanc 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 wor 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 suc as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienist 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 with have to follow up with parents whose youth requires "urgent" denta 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 suc as providing dental presentations to teachers, students, and parents. The health educator will also be assisting dental hygienist 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 wi have to follow up with parents whose youth requires "urgent" denta 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	·	1 551 24	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	



sent: 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
- 2. 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





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.

 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

1920 Mariposa Street, Suite 33 Fresno, CA 93721 559-263-1044

3. 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 school-aged 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.

5. 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 the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$5,000 whichever is more.

When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.

When obtaining the services of expert witnesses for litigation or special counsel to assist the County.

- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.
- 6. Explain why the unique qualities and/or capabilities described above are essential to your department.

Fresno EOC provides preventative oral health services to school-aged children in grades K-6 that align with the LOHP efforts, and they have lead a well-established SBSP since 2020. 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. Our LOHP is hoping to maintain our partnership for the remainder of this grant term and enhance Fresno EOC's capacity by implementing oral health literacy campaigns at school sites and at dental screening events. In addition, Fresno EOC will assist schools in reporting students KOHA outcomes, which is a requirement by the State of California law (AB 1433) and supported by our LOHP's scope of work.

Fresno EOC has been a crucial contributing partner in reporting and achieving successful completion of our oral health workplan activities. For example, Fresno EOC staff have created a dental report card that highlights the oral health status of a student to their parent/caregiver. Fresno EOC staff will assist with coordinating the logistics between our LOHP and school sites to host dental sealant events and they will coordinate all KOHA screening events and train school staff on the reporting requirements.

EOC is the most qualified and experienced vendor with a balanced budget and the ability to provide referrals to services that align with the FCDPH's efforts in establishing and providing a care coordination of services that connect referrals to other resources. This continuation of service will facilitate this process and streamline the data tracking to other services and resources, that in turn will support FCDPH in assessing and mitigating other health needs and capture dental services and available resources.

Fresno EOC does not require any ramp-up fees to begin and will not take up valuable staff time learning about our LOHP and its current projects and can begin services immediately.

 Provide a comprehensive explanation of the research done to verify that the recommended vendor is the only vendor with the unique qualities and/or capabilities stated above. Include a list of all other vendors contacted, what they were asked, and their responses.

No other vendors were contacted since Fresno EOC is the only suitable vendor who has the knowledge, cultivated partnership and connections with our school partners, firsthand experience working with the LOHP, insight about the new scope of work for the LOHP's 2022-2027 grant term, and their current practices align with our LOHP sustainability efforts.

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) and/or product(s) identified herein.

dluchini 7/3/2023 1:31:38 PM	[Sign] Double click!
Department Head Signature	pair exercise control of a second
gcornuelle 7/10/2023 2:38:58 PM	[Sign] Double click!

Purchasing Manager Signature

Agreement No. 23-396

1	SERVICE AGREEMENT
2	This Service Agreement ("Agreement") is dated <u>August 8, 2023</u> and is between
3	Fresno Economic Opportunities Commission, a California non-profit 501 c3 organization
4	("Contractor"), and the County of Fresno, a political subdivision of the State of California
5	("County").
6	Recitals
7	A. The County, through its Department of Public Health (Department), is in need of a
8	contractor to implement evidence-based programs that improve the oral health of elementary
9	school aged children; and
10	B. The County is in need of a contractor to implement evidence-based programs that serve
11	low-income children; and
12	C. The County is in need of a contractor to administer dental screenings, dental sealants
13	and fluoride varnishes to elementary school aged children; and
14	D. The County is in need of a contractor to connect families to a primary dental home; and
15	E. The County is in need of a contractor to support and promote preventative oral health
16	intervention activities for Fresno County's Local Oral Health Program (LOHP).
17	The parties therefore agree as follows:
18	Article 1
19	Contractor's Services
20	1.1 Scope of Services. The Contractor shall perform all of the services provided in
21	Exhibit A to this Agreement, titled "Scope of Services."
22	1.2 Representation. The Contractor represents that it is qualified, ready, willing, and
23	able to perform all of the services provided in this Agreement.
24	1.3 Compliance with Laws. The Contractor shall, at its own cost, comply with all
25	applicable federal, state, and local laws and regulations in the performance of its obligations
26	under this Agreement, including but not limited to workers compensation, labor, and
27	confidentiality laws and regulations.
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1		Article 2		
2		County's Responsibilities		
3	2.	The County shall provide guidance and assistance to the Contractor with activities,		
4	strateg	gies, and outcomes as set forth in Exhibit A.		
5		Article 3		
6		Compensation, Invoices, and Payments		
7	3.1	The County agrees to pay, and the Contractor agrees to receive, compensation for		
8	the performance of its services under this Agreement as described in Exhibit B to this			
9	Agree	ment, titled "Compensation."		
10	3.2	Maximum Compensation. The maximum compensation payable to the Contractor		
11	under	this Agreement is as follows:		
12	A.	Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00) for the period of July 1,		
13		2023 through June 30, 2024.		
14	В.	Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) for the period of July		
15		1, 2024 through June 30, 2025.		
16	C.	If the Agreement is extended as described in Section 4.2, the maximum compensation		
17		payable to the Contractor under this Agreement is Two Hundred Twenty Thousand and		
18		00/100 Dollars (\$220,000.00) for the period of July 1, 2025 through June 30, 2026.		
19	D.	If the Agreement is extended as described in Section 4.2, the maximum compensation		
20		payable to the Contractor under this Agreement is Two Hundred Twenty Thousand and		
21		00/100 Dollars (\$220,000.00) for the period of July 1, 2026 through June 30, 2027.		
22	E.	The maximum monetary compensation payable under the Agreement shall not exceed		
23		Nine Hundred Twenty Thousand and 00/100 Dollars (\$920,000.00), for the full four-year		
24		term.		
25	F.	The Contractor acknowledges that the County is a local government entity and does so		
26		with notice that the County's powers are limited by the California Constitution and by		
27		State law, and with notice that the Contractor may receive compensation under this		
28		Agreement only for services performed according to the terms of this Agreement and		

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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 13 balances. In addition, invoices shall also include relevant supporting documentation including 14 but not limited to general ledgers, copies of original statements, program expense records, 15 payroll records, and mileage claims.

3.4 16 Payment. The County shall pay each correctly completed and timely submitted 17 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice. 18

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

23 4.1 Term. This Agreement is retroactive to July 1, 2023 and terminates on June 30, 2025, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," 24 25 below.

26 . 4.2 Extension. The term of this Agreement may be extended for no more than two, one-27 year periods only upon written approval of both parties no later than the last day of the current 28 term. The Director or his or her designee is authorized to sign the written approval on behalf of

1	the County based on the Contractor's satisfactory performance. The extension of this
2	Agreement by the County is not a waiver or compromise of any default or breach of this
3	Agreement by the Contractor existing at the time of the extension whether known to the County.
4	Article 5
5	Notices
6	5.1 Contact Information. The persons and their addresses having authority to give and
7	receive notices provided for or permitted under this Agreement include the following:
8	For the County:
9	Director, Department of Public Health County of Fresno
10	P.O. Box 11867 Fresno, CA 93775
11	For the Contractor:
12	Emilia Reyes, Chief Executive Officer Fresno Economic Opportunities Commission
13	1920 Mariposa Street Fresno, CA 93721
14	
15	5.2 Change of Contact Information. Either party may change the information in section
16	5.1 by giving notice as provided in section 5.3.
17	5.3 Method of Delivery. Each notice between the County and the Contractor provided
18	for or permitted under this Agreement must be in writing, state that it is a notice provided under
19	this Agreement, and be delivered either by personal service, by first-class United States mail, by
20	an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
21	Document Format (PDF) document attached to an email.
22	(A) A notice delivered by personal service is effective upon service to the recipient.
23	(B) A notice delivered by first-class United States mail is effective three County
24	business days after deposit in the United States mail, postage prepaid, addressed to the
25	recipient.
26	(C) A notice delivered by an overnight commercial courier service is effective one
27	County business day after deposit with the overnight commercial courier service,
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1	delivery fees prepaid, with delivery instructions given for next day delivery, addressed to	
2	the recipient.	
3	5.4 Claims Presentation. For all claims arising from or related to this Agreement,	
4	nothing in this Agreement establishes, waives, or modifies any claims presentation	
5	requirements or procedures provided by law, including the Government Claims Act (Division 3.6	
6	of Title 1 of the Government Code, beginning with section 810).	
7	Article 6	
8	Termination and Suspension	
9	6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are	
10	contingent on the approval of funds by the appropriating government agency. If sufficient funds	
11	are not allocated, then the County, upon at least 30 days' advance written notice to the	
12	Contractor, may:	
13	(A) Modify the services provided by the Contractor under this Agreement; or	
14	(B) Terminate this Agreement.	
15	6.2 Termination for Breach.	
16	(A) Upon determining that a breach (as defined in paragraph (C) below) has	
17	occurred, the County may give written notice of the breach to the Contractor. The written	
18	notice may suspend performance under this Agreement and must provide at least 30	
19	days for the Contractor to cure the breach.	
20	(B) If the Contractor fails to cure the breach to the County's satisfaction within the	
21	time stated in the written notice, the County may terminate this Agreement immediately.	
22	(C) For purposes of this section, a breach occurs when, in the determination of the	
23	County, the Contractor has:	
24	(1) Obtained or used funds illegally or improperly;	
25	(2) Failed to comply with any part of this Agreement;	
26	(3) Submitted a substantially incorrect or incomplete report to the County; or	
27	(4) Improperly performed any of its obligations under this Agreement.	
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1	6.3 Termination without Cause. In circumstances other than those set forth above, the			
2	County may terminate this Agreement by giving at least 30 days advance written notice to the			
3	Contractor.			
4	6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County	1		
5	under this Article 6 is without penalty to or further obligation of the County.			
6	6.5 County's Rights upon Termination. Upon termination for breach under this Article			
7	6, the County may demand repayment by the Contractor of any monies disbursed to the			
8	Contractor under this Agreement that, in the County's sole judgment, were not expended in			
9	compliance with this Agreement. The Contractor shall promptly refund all such monies upon			
10	demand. This section survives the termination of this Agreement.			
11	Article 7			
12	Funding Source			
13	7.1 Services Funding Source. Funding for these services is provided by the State of			
14	California, Health and Human Services Agency, California Department of Public Health,			
15	California Oral Health Program.			
16	Article 8			
17	Confidentiality			
18	8.1 Confidentiality. All services performed by the Contractor under this Agreement			
19	shall be in strict conformance with all applicable Federal, State of California and/or local laws			
20	and regulations relating to confidentiality.			
21	Article 9			
22	Independent Contractor			
23	9.1 Status. In performing under this Agreement, the Contractor, including its officers,			
24	agents, employees, and volunteers, is at all times acting and performing as an independent			
25	contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint			
26	venturer, partner, or associate of the County.			
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1	9.2	Verifying Performance. The County has no right to control, supervise, or direct the
2	manner o	r method of the Contractor's performance under this Agreement, but the County may
з	verify that	t the Contractor is performing according to the terms of this Agreement.
4	9.3	Benefits. Because of its status as an independent contractor, the Contractor has no
5	right to er	nployment rights or benefits available to County employees. The Contractor is solely
6	responsit	le for providing to its own employees all employee benefits required by law. The
7	Contracto	or shall save the County harmless from all matters relating to the payment of
8	Contracto	or's employees, including compliance with Social Security withholding and all related
9	regulatior	IS.
10	9.4	Services to Others. The parties acknowledge that, during the term of this
11	Agreeme	nt, the Contractor may provide services to others unrelated to the County.
12		Article 10
13		Indemnity and Defense
14	10.1	Indemnity. The Contractor shall indemnify and hold harmless and defend the
15	County (ir	ncluding its officers, agents, employees, and volunteers) against all claims, demands,
16	injuries, d	amages, costs, expenses (including attorney fees and costs), fines, penalties, and
17	liabilities o	of any kind to the County, the Contractor, or any third party that arise from or relate to
18	the perfor	mance or failure to perform by the Contractor (or any of its officers, agents,
19	subcontra	ctors, or employees) under this Agreement. The County may conduct or participate in
20	its own de	fense without affecting the Contractor's obligation to indemnify and hold harmless or
21	defend the	e County.
22	10.2	Survival. This Article 11 survives the termination of this Agreement.
23		Article 11
24		Insurance
25	11.1	The Contractor shall comply with all the insurance requirements in Exhibit C to this
26	Agreemer	ıt.
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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").

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(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.

13 Public Records Act Requests. If the County receives a written or oral request 12.4 14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control. 15 and which the County has a right, under any provision of this Agreement or applicable law, to 16 possess or control, then the County may demand, in writing, that the Contractor deliver to the 17 County, for purposes of public disclosure, the requested records that may be in the possession 18 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 19 20 possession or control, together with a written statement that the Contractor, after conducting a 21 diligent search, has produced all requested records that are in the Contractor's possession or 22 control, or (b) provide to the County a written statement that the Contractor, after conducting a 23 diligent search, does not possess or control any of the requested records. The Contractor shall 24 cooperate with the County with respect to any County demand for such records. If the 25 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 26 27 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 28

1 not binding on the County, but the County will give at least 10 days' advance written notice to 2 the Contractor before disclosing any record subject to the Contractor's assertion of exemption 3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs 4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, 5 failure to produce any such records, or failure to cooperate with the County with respect to any 6 County demand for any such records.

Article 13

Disclosure of Self-Dealing Transactions

9 13.1 Applicability. This Article 14 applies if the Contractor is operating as a corporation 10 or changes its status to operate as a corporation.

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13.2 Duty to Disclose. If any member of the Contractor's board of directors is party to a 12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a 13 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to 14 the County before commencing the transaction or immediately after.

15 13.3 Definition. "Self-dealing transaction" means a transaction to which the Contractor is 16 a party and in which one or more of its directors, as an individual, has a material financial 17 interest.

Article 14

General Terms

20 14.1 Modification. Except as provided in Article 6, "Termination and Suspension," this 21 Agreement may not be modified, and no waiver is effective, except by written agreement signed 22 by both parties. Notwithstanding the above, changes to object levels in the budget, attached 23 hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation 24 payable to the Contractor, may be made with the written approval of the County's Department of 25 Public Health Director, or designee. The ten percent (10%) budget modification maximum 26 applies to the cumulative adjustments made through the life of the Agreement. Additionally, 27 said budget changes shall not result in any change to the maximum compensation amount 28 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.

6 14.3 Governing Law. The laws of the State of California govern all matters arising from
7 or related to this Agreement.

8 14.4 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County,
 9 California. Contractor consents to California jurisdiction for actions arising from or related to this
 10 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
 11 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.

19 14.8 Severability. If anything in this Agreement is found by a court of competent
20 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
21 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
22 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
23 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

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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.

7 14.11 Entire Agreement. This Agreement, including its exhibits, is the entire agreement 8 between the Contractor and the County with respect to the subject matter of this Agreement, 9 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, 10 publications, and understandings of any nature unless those things are expressly included in 11 this Agreement. If there is any inconsistency between the terms of this Agreement without its 12 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving 13 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the 14 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

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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 section1633.5, 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.

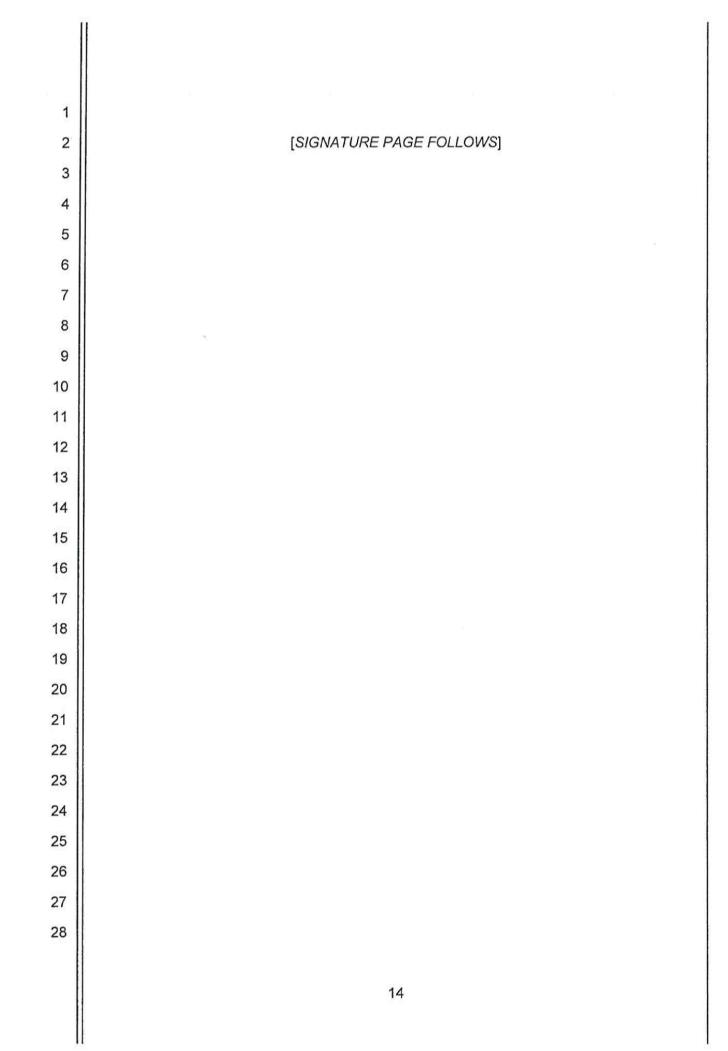
(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

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.



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2	The parties are signing this Agreement on the date stated in the introductory clause.
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5	FRESNO ECONOMIC OPPORTUNITIES COUNTY OF FRESNO COMMISSION
6	Amila Reps Sal Dintero
7	Emilia Reyes, Chief Executive Officer Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno
8	1920 Mariposa Street Attest:
9	Fresno, California 93721 Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California
10	County of Fresno, State of California
11	By: Alexandria Vicira
12	Deputy
13	For accounting use only:
14 15	Org No.: 56201553 Account No.: 7295 Fund No.: 0001
16	Subclass No.:10000
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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 -List of equipment purchased. -Invoices for billing 	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	ommunity	07/01/23- 12/31/23	hool Denta	07/01/23- 06/30/27	07/01/23- 06/30/27	07/01/23- 06/30/27
Activity Description	0	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.	Sci	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.
#		21		2.2	2.2.a	2.2.b

Progress Notes/ Deliverable Attached						
Performance Measure/ Deliverable	 A) Maintain a log of activities, which includes a written summary of input from each person contacted, schedule of planned activities. 	Updated educational materials: A) Sealant B) Fluoride C) Preventive dental services	List of sealant educational materials provided; copy of consent form (if applicable).	 A) Distribution list and format (e.g., in person meeting, student packets, virtual meetings, emails, etc.) B) Number of stakeholders reached with educational sessions C) List of educational materials provided D) Consent form (keep on file) 	A) Maintain a schedule for implementing a school dental program	 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/faculty, or parents
Time Frame	07/01/23- 06/30/27	07/01/23- 06/30/27		07/01/23- 06/30/27	07/01/23- 06/30/27	05/01/23- 06/30/27
Activity Description	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.	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.		Annually facilitate distribution of oral health educational materials including sealant and 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).	Plan dental program events: Work with providers and schools and develop a schedule for implementing school dental programs	Annually deliver educational sessions to teachers, parents, and students.
#	2.2.c	2.2.d		2.2.e	2.2.f	2.2.g

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 Frame	07/01/23- 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

Progress Notes/ Deliverable Attached	idance)										2									
Performance Measure/ Deliverable	al: Will be implemented once CDPH releases guidance)	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 referral, or if not, why not	D) Patient contact: whether the	national organization and the	E) Receipt of services: whether the	patient received help from the	organization, if yes, what kind; of it not. why not	F) Need resolution: whether the	need that triggered the referral was	heing resolved) or if not why not	A) Number dental care providers	willing to accept referrals B) A list of participating providers	A) Submit a written care coordination protocol			
Time Frame	Will be im	01/01/24- 06/30/27													07/01/23-	06/30/27	07/01/24- 06/30/27			
Activity Description	School Linked (Optional:	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 pre-	school and school-aged children by the school and school and school-aged children by the school and schildren by the schildren by the school and schildren by the schildren by the schildren by the schedule by the sc	Note: Activity will be red and racilitated by DPH staff.
#		2.3									1200				2.3.a		2.3.b			

EXHIBIT A FY July 1, 2023 – June 30, 2027 Progress Notes/ Deliverable Attached				
EXHIBIT A School-Bases Sealant Program Scope of Work FY July 1, 2023 – June 30, 2027 Time Performance Measure/ Progress Notes/ Deliverabl Frame Attached	 A) An estimate of the number and percentage of high-risk children in the county who need sealants and referrals B) Submit referral criteria 	School Based Programming	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	(A)List of children needing sealants at each school site. Cumulative totals for each list.
School-Ba Time Frame	05/30/27 06/30/27	School Ba	07/01/23- 12/30/23	07/01/23- 06/30/27
Activity Description	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. Ensure that children who already have a dental home are linked to the same provider unless the parent/guardian requests a different provider.		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.	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.
#	2.3.c		2.3.d	2.3.e

Progress Notes/ Deliverable Attached	đ			
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 scholdren 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 Frame	05/01/23- 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		2.3.9	2.3.h

Progress Notes/ Deliverable Attached							
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 	arten 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 Frame	05/30/27	ten Oral H	07/01/23- 06/30/27	07/01/23- 06/30/27	07/01/23- 06/30/27	07/01/23- 06/30/27	
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.i		3.1	3.1.a	3.1.b	3.1.c	

Activity Description	Time Frame	Performance Measure/ Deliverable	Progress Notes/ Deliverable Attached
Provide or adapt tools and training to make presentations and write letters for educating	07/01/23- 06/30/27	A) Tool kit prepared B) List of presentations made	
school board members to include KOHA		C) Copy of letters written	
activities in the Local Control funding formula and the Local Control Accountability Dian		D) Number of schools adopting	
		policies or participating in NOTIA as a result of efforts	
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	
Conduct meetings of key partners, mobilize	07/01/23-	A) List of key partners	
the community, and set targets.	06/30/27	B) Schedule of meetings held	
		C) Targets identified	
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	
	1-66	participating	
		D) Number of children served.	
		E) Submit data annually on oral	
		nealth assessment activities	
Assist DPH in developing a quality	07/01/23-	(A) Quality Improvement Project for	
Improvement project for KUHA	U0/30/21	KOHA	
Note. Activity will be red and lacintated by DFD staff.			
	Provide or adapt tools and training to make 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 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 staff.		Frame 07/01/23- 06/30/27 06/30/27 06/30/27 06/30/27 06/30/27 06/30/27

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 to 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	07/01/23- 06/30/27	07/01/23- 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: 1/2024,7/2025,7/2025,1/2025,1/2025, 1/2027, and 7/2027.	Submit monthly invoices by 20 th of the month for the prior month's expenses
#	4.	5.1	6.1	7.1	8.1

SBSP Budget

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

Personnel

Position Title	N	<u>Ionthly</u>		Annual	<u>FTE %</u>	<u>Months</u>		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
				Total	Personne	el.	\$	123,876.42
					Total	Fringe		
Fringe Benefits @ 35.87%	Fringe Benefits @ 35.87%					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 Operating Expenses				20,220.00
Travel								
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	el 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

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Position Title	N	onthly	Annual	<u>FTE %</u>	<u>Months</u>	quested nount
Project Director						
Project Coordinator	\$	5,688.33	\$ 80,259.96	50%	12	\$ 40,129.98
Health Educator	\$.	4,718.33	\$ 56,619.96	100%	12	\$ 56,619.96
Health Educator	\$ -	4,430.42	\$ 53,165.04	57%	12	\$ 30,304.07
			Tota	I Personn	el	\$ 127,054.01
Fringe Benefits @ 36.27%				Ben	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	penses	\$ 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 Per	sonnel (Costs)	Total I	ndirect Co	osts	\$ 25,970.44
				TOTAL	COSTS	\$ 220,000.00

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

Personnel

Personnei							
Position Title	Monthly		Annual	FTE %	Months		quested 10unt
Project Director							
Project Coordinator	\$ E	6,889.17	\$ 82,670.04	50%	12	\$	41,335.02
Health Educator	\$ 4	,860.58	\$ 58,326.96	100%	12	\$	58,326.96
Health Educator	\$4	,562.67	\$ 54,752.04	49%	12	\$	26,828.50
				l Personne	el	\$	126,490.48
Fringe Benefits @ 36.84%				Ben	efits	\$	46,598.91
					Total	\$	173,089.39
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	\$	85.25			12	\$	1,023.00
			Total Ope	rating Exp	enses	\$	19,611.00
Travel							
Mileage	\$	0.655	170		12	\$	1,336.20
				Total	Travel	\$	1,336.20
Other Costs							
Laptops & software						\$	-
			Total	Other Cos	ts	\$	-
		Subtotal				194,036.59	
Indirect Costs (15% of Total Person	nnel C	osts)	Total I	ndirect Co	sts	\$	25,963.41
				TOTAL	COSTS	\$	220,000.00

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

Personnel

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Position Title	N	onthly	Annual	<u>FTE %</u>	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 Ope	rating Exp	oenses	\$ 20,571.24
Travel						
Mileage	\$	0.655	190		12	\$ 1,493.40
				Total	Travel	\$ 1,493.40
Other Costs						
Laptops & software						\$ ×
2.8			Total	Other Cos	sts	\$ -
				Subtotal		\$ 194,182.35
Indirect Costs (15% of Total Per	sonnel (Costs)	Total I	ndirect Co	sts	\$ 25,817.66
				TOTAL	соѕтѕ	\$ 220,000.00

Personnel		Justification Year 1
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	\$ 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	\$ 29,938.44	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%	\$ 44,434.88	Cost includes FICA, SUI, Workers Compensation, Medical/Health
Operating Expenses		
Space/Rent	\$ 14,400,00	Office space for staff implementing SBSP (\$1,200 X 12 months)
Communications	\$ the second se	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 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	19 ⁰ 12

Justification Year 2

Personnel Position Title			Justification Year 2
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 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 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 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 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. 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 sease for staff implementing CPCP (\$1,200 X 12 menths)
Communications	\$ \$		Office space for staff implementing SBSP (\$1,200 X 12 months) 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	\$	25,970.44	and a second

TOTAL COSTS YR 2 \$ 220,000.00

Personnel		Justification Year 3
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	\$ 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.
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 Position Title			Justification Year 4
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 Expanses			
Operating Expenses Space/Rent			Office space for staff implementing SBSP (\$1,200 X 12 months)
Communications	\$	14,400.00	Landline connections, internet and Wifi connections, servers, cell
Communications	\$	4,200.00	phones (\$350 X 12 months).
Printing	φ	4,200.00	Printing of any materials, flyers, forms, copies of documents
	\$	420.00	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)
	\$	1,551.24	
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	\$	-	
man an ann an 1979.	1014		8
Indirect Costs (15% of Total Personal Cost)	\$	25,817.66	

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

- (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:
 - 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.

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 Memb	er Information:
Name:	Date:
Job Title:	
(2) Company/Agency Name	e and Address:
(3) Disclosure (Please dese party to)	cribe the nature of the self-dealing transaction you are a
	x
(4) Explain why this self-de Corporations Code § 5233	ealing transaction is consistent with the requirements of (a)
(5) Authorized Signature	

EXHIBIT E

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.
- 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.
- 8. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

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

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

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

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

Exhibit E Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.
 - 1. Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027

2. Cancellation / Termination

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

Exhibit E

Additional Provisions

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly 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:
 - An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E Additional Provisions

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

4. Dispute Resolution Process

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

Exhibit E Additional Provisions

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

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

Final Audit Report

2023-07-12

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Ву:	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

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