



# LASSEN COUNTY

## Health and Social Services Department

- **HSS Administration**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8128
- **Grants & Loans Division**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-2683
- **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108 / 8112  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- **Patients' Rights Advocate**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8322
- **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- **Public Guardian**  
720-A Richmond Road  
Susanville, CA 96130  
(530) 251-8337
- **Community Social Services**  
**Lassen WORKS**  
P. O. Box 1359  
720 Richmond Road  
Susanville, CA 96130  
(530) 251-8152  
**Business & Career Network**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 257-5057  
**Child & Family Services**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8277  
**Adult Services**  
720 Richmond Road  
Susanville, CA 96130  
(530) 251-8158
- **HSS Fiscal**  
P. O. Box 1180  
Susanville, CA 96130

Date: February 2, 2018

To: Chris Gallagher, Chairman  
Lassen County Board of Supervisors

From: Jessica Jones, Director  
Public Health

Subject: Local Oral Health Program Grant

### Background:

The California Oral Health Program has awarded Lassen County with a Local Oral Health Program Grant in the amount of \$145,494 for the next 5 years, totaling \$727,470. The addition of these funds will allow the Department to improve the oral health of Lassen County residents through prevention, education, and organized community efforts.

### Fiscal Impact:

There is no impact to County General Fund. This Grant will increase revenue in amount of \$136,465 in the Public Health budget (110-0731).

### Action Requested:

1) Accept the Grant funds 2) Authorize a new position, Program Coordinator, that will be funded by this grant to carry out the scope of work, and 3) Approve an increased appropriation of \$140,585 to the Public Health budget (110-0731) (four-fifths vote required).



Choose



Civility

**CALIFORNIA Oral Health Program**

**Local Oral Health Plan**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**Lassen County Public Health, hereinafter "Grantee"**

**Implementing the project, Lassen County Local Oral Health Program," hereinafter "Project"**

**GRANT AGREEMENT NUMBER 17-10697**

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

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750, and 131085(a).

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide activities that support the state oral health plan build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community. The Grantee will assess the oral health needs of the California communities, develop a strategic action plan to address the oral health needs of the population groups within the communities, and implement evidence based or evidence informed programs.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed Seven Hundred Twenty Seven Thousand Four Hundred Seventy dollars (\$727,470).

**TERM OF GRANT:** The term of the Grant shall begin on January 1, 2018, or upon approval of this grant, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

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

<b>California Department of Public Health</b>	<b>Grantee: Lassen County Public Health</b>
Name: Angela Wright, Grant Manager	Name: Jessica Jones, BSN, RN, PHN, Director
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 1445 Paul Bunyan Road, Suite B
City, Zip: Sacramento, CA 95814	City, Zip: Susanville, CA 96130
Phone: (916) 552-9898	Phone: 530-251-8384

Fax: (916) 552-9729	Fax: 530-251-2668
E-mail: Angela.Wright@cdph.ca.gov	E-mail: jjones@co.lassen.ca.us

Direct all inquiries to:

<b>California Department of Public Health, California Oral Health Program</b>	<b>Grantee: Lassen County Public Health</b>
Attention: Angela Wright, Grant Manager	Attention: Jessica Jones, Director
Address: MS 7208, 1616 Capitol Avenue, Suite 74.420	Address: 1445 Paul Bunyan Road, Suite B
City, Zip: Sacramento, CA 95814	City, Zip: Susanville, CA 96130
Phone: (916) 552-9898	Phone: 530-251-8384
Fax: (916) 552-9729	Fax: 530-251-2668
E-mail: Angela.Wright@cdph.ca.gov	E-mail: jjones@co.lassen.ca.us

Either party may change its Project Representative upon written notice to the other party.

**STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables.  
The Grant Application provides the description of the project and associated cost.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D LETTER OF INTENT  
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS

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

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

Executed By:

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

\_\_\_\_\_  
Richard Egan, Lassen County  
Administrative Officer  
1445 Paul Bunyan Road, Suite B  
Susanville, CA 96130

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

\_\_\_\_\_  
Marshay Gregory, Chief  
Contract and Purchasing Services Section  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.317  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

**Exhibit A  
Application Checklist**

<b>DUE BY 5:00pm on Wednesday, September 20, 2017</b>	
<b>DATE OF SUBMISSION</b>	10/27/2017
<b>ORGANIZATION NAME</b>	Lassen County Public Health Department
<b>Application Contact Name:</b> Jessica Jones, BSN, RN, PHN	<b>Phone Number:</b> 530-251-8384
<b>E-mail Address:</b> jjones@co.lassen.ca.us	

The following documents must be completed and submitted with this Application Checklist by 5:00 pm on September 20, 2017, in hard copy and by E-mail.

**APPLICATION CONTENTS:****Please Check**

Application Checklist (This Form)  
 Grantee Information Form (Document B)  
 Narrative Summary Form (Document C)  
 Scope of Work and Deliverables (Document D)  
 Documentation Checklist for Established LOHPs only (Document E)

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**One copy must be mailed to:**

<p><i>Regular Mail</i></p> <p>Oral Health Program          California Department of Public Health          P.O. Box 997377, MS 7208          Sacramento, CA 95899-7377</p>	<p><i>Express Delivery</i></p> <p>Oral Health Program          California Department of Public Health          1616 Capitol Avenue, Suite 74.420          MS-7208          Sacramento, CA 95814            (916) 552-9900</p>
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**Also e-mail the documents to:** [DentalDirector@cdph.ca.gov](mailto:DentalDirector@cdph.ca.gov).

**Local Oral Health Program- Lassen County**  
**Grantee Information Form**

<b>Organization</b>	This is the information that will appear in your grant agreement.	
	Federal Tax ID #	<u>94-6000517</u>
	Name	<u>Lassen County Public Health</u>
	Mailing Address	<u>1445 Paul Bunyan Road Suite B, Susanville, CA 96130</u>
	Street Address (If Different)	<u></u>
	County	<u>Lassen</u>
	Phone	<u>530-251-8183</u> Fax <u>530-251-2668</u>
	Website	<u></u>
<b>Grant Signatory</b>	The <b>Grant Signatory</b> has authority to sign the grant agreement cover.	
	Name	<u>Richard Egan</u>
	Title	<u>County Administrative Officer, Lassen County</u>
	<i>If address(es) are the same as the organization above, just check this box and go to Phone x <input checked="" type="checkbox"/></i>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>530-251-8128</u> Fax <u>530-251-2668</u>
	Email	<u>dsanchez@co.lassen.ca.us</u>
<b>Project Director</b>	The <b>Project Director</b> is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with Oral Health Program staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	<u>Jessica Jones</u>
	Title	<u>Director of Public Health</u>
	<i>If address(es) are the same as the organization above, just check this box and go to Phone x <input checked="" type="checkbox"/></i>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>530-251-8384</u> Fax <u>530-251-2668</u>
	Email	<u>jjones@co.lassen.ca.us</u>
<b>Funding</b>	These are the annual <b>Funding</b> amounts your LHJ will accept for grant purposes.	
	Year 1 (FY 17/18)	<u>\$145,494</u>
	Year 2 (FY 18/19)	<u>\$145,494</u>
	Year 3 (FY 19/20)	<u>\$145,494</u>
	Year 4 (FY 20/21)	<u>\$145,494</u>
	Year 5 (FY 21/22)	<u>\$145,494</u>

## **LOHP Performance Measures Narrative**

### **Geography:**

Lassen County is located in northeastern California along the Cascade mountain range. Though distinctively rural, Lassen County's varied terrain encompasses forested plateaus, green mountain meadows, snowcapped peaks and vast open agriculture valleys. Lassen County is approximately the size of Connecticut, covering 4,557 square miles. The city of Susanville where the majority of Lassen County's population lives is 85 to 120 miles away from the nearest cities.

### **Demographics and underserved populations:**

Lassen County is sparsely populated, but is a geographically large county in California.

According to the California Department of Finance in January 2017, Lassen County's estimate population was 30,918; this number includes the population of two state correctional facilities and one federal correctional facility. Lassen County's population without the incarcerated populations is estimated to be around 23,396. Because the demographic data for the prison populations is not available separately, the following information includes the prison populations.

Two-thirds of the population are unable to work or are retired. About one in five children in Lassen County is living in poverty. Transportation is a barrier to health and dental care as there are limited options causing most residents to rely on personal vehicles, which may require driving up to 80+ miles for medical/dental care.

### **Current status of oral health in Lassen County:**

Lassen County has limited dental providers that accept Medi-Cal. The city of Susanville has two dental providers that accept Medi-Cal in their office and one Medi-Cal provider that will do hospital dentistry two days a month, the wait list for hospital dentistry is 6-8 months long. The town of Bieber in the Northern part of the County has a medical /dental clinic; this clinic will not see children under the age of three. There are no oral health screenings in schools at this time.

### **Vision of the LOHP:**

#### **1. Care Coordination**

The Registered Dental Hygienist, RN and administrative Assistant work to develop and implement dental outreach programs including nutritional, safety and early disease prevention with ongoing dental healthcare throughout the year. Coordination with local medical providers, school districts, Head Starts, preschools, WIC and CHDP providers servicing low-income families, children 0-20yrs and pregnant women in the underserved areas of our rural county.

## **2. Education and Training**

Promote and educate, in partnership with CHDP, medical providers, eligibility workers and other program staff about the benefits of fluoride varnish applications. Health department staff will receive training and then provide preventative dental education training to medical providers including nutrition, dental screenings and the application of fluoride varnish.

## **3. Administration**

Research and develop oral health screening, disease prevention and fluoride varnish educational materials for families. Assist families with the interpretation of suspected conditions, provide community resources and/or referrals.

## **4. Tobacco**

Provide education regarding the use of tobacco products and the link to dental disease to our target populations. We will explain the effects of tobacco on the client's health and resources to assist with reducing and/or quitting. We will distribute tobacco information such as cessation information, counseling and educational materials to local dental offices.

## **5. Evaluation**

A plan to monitor and assess the progress and success of the Local Oral Health Program documented by the Logic Model to include analyses, interpretation and recommendations. Ensuring that the Evaluation Plan is used and shared.



**Scope of Work and Deliverables  
FY 2017-2022**

**GOAL:** The California Department of Public Health, Oral Health Program (CDPH/OHP) shall grant funds to Local Health Jurisdictions (LHJ) from Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) for the purpose and goal of educating about oral health, dental disease prevention, and linkage to treatment of dental disease including dental disease caused by the use of cigarettes and other tobacco products. LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan and shall establish or expand upon existing Local Oral Health Programs (LOHP) to include the following program activities related to oral health in their communities: education, dental disease prevention, linkage to treatment, surveillance, and case management. These activities will improve the oral health of Californians.

**Objectives 1-5 below represent public health best practices for planning and establishing new LOHPs. LHJs are required to complete these preliminary Objectives before implementing Objectives 6-11 outlined below. LHJs that have completed these planning activities may submit documentation in support of their accomplishments. Please review the LOHP Guidelines for information regarding the required documentation that must be submitted to CDPH OHP for approval.**

Objective 1: Build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

Create a staffing pattern and engage community stakeholders to increase the capacity to achieve large-scale improvements in strategies that support evidence-based interventions, health system interventions, community-clinical linkages, and disease surveillance and evaluation. At a minimum an Oral Health Program Coordinator position should be developed to coordinate the LOHP efforts. Recruit and engage key stakeholders to form an Advisory Committee or task force. Convene and schedule meetings, identify goals and objectives, and establish communication methods. This group can leverage individual members' expertise and connections to achieve measurable improvements in oral health.

Objective 2: Assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus on underserved areas and vulnerable population groups.

Identify partners and form a workgroup to conduct an environmental scan to gather data, create an inventory of resources, and plan a needs assessment. Conduct a needs assessment to determine the need for primary data, identify resources and methods, and develop a work plan to collect missing data. Collect, organize, and analyze data. Prioritize needs assessment issues and findings, and use for program planning, advocacy, and education. Prepare a report and publish.

## **Scope of Work and Deliverables FY 2017-2022**

Objective 3: Identify assets and resources that will help to address the oral health needs of the community with an emphasis on underserved areas and vulnerable population groups within the jurisdiction.

Take an inventory of the jurisdiction's communities to identify associations, organizations, institutions and non-traditional partners to provide a comprehensive picture of the LHJ. Conduct key informant interviews, focus groups, and/or surveys, create a map, and publish the assets identified on your website or newsletter.

Objective 4: Develop a Community Health Improvement Plan (CHIP) and an action plan to address oral health needs of underserved areas and vulnerable population groups for the implementation phase to achieve local and state oral health objectives.

Identify a key staff person or consultant to guide the community oral health improvement plan process, including a timeline, objectives, and strategies to achieve the California Oral Health Plan. Recruit stakeholders, community gatekeepers, and non-traditional partners identified in the asset mapping process and members of the AC to participate in a workgroup to develop the CHIP and the Action Plan. The Action Plan will a timeline to address and implement priority objectives and strategies identified in the CHIP. The workgroup will identify the "who, what, where, when, how long, resources, and communication" aspects of the Action Plan.

Objective 5: Develop an Evaluation Plan that will be used to monitor and assess the progress and success of the Local Oral Health Program.

Participate with the CDPH OHP to engage stakeholders in the Evaluation Plan process, including those involved, those affected, and the primary intended users. Describe the program using a Logic Model, and document the purpose, intended users, evaluation questions and methodology, and timeline for the evaluation. Gather and analyze credible evidence to document the indicators, sources, quality, quantity, and logistics. Justify the conclusions by documenting the standards, analyses, interpretation, and recommendations. Ensure that the Evaluation Plan is used and shared.

Objective 6: Implement evidence-based programs to achieve California Oral Health Plan objectives.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to increase the number of low-income schools with a school-based or school-linked dental program; increase the number of children in grades K-6 receiving fluoride supplements, such as fluoride rinse, fluoride varnish, or fluoride tablets; increase the number of children in grades K-6 receiving dental sealants and increase or maintain the percent of the population receiving community fluoridated water.

**Scope of Work and Deliverables  
FY 2017-2022**

Objective 7: Work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: convene partners (e.g., First 5, Early Head Start/Head Start, Maternal Child and Adolescent Health (MCAH), Child Health and Disability Prevention (CHDP), Black Infant Health (BIH), Denti-Cal, Women, Infant and Children (WIC), Home Visiting, schools, community-based organizations, etc.) to improve the oral health of 0-6 year old children by identifying facilitators for care, barriers to care, and gaps to be addressed; and/or increase the number of schools implementing the kindergarten oral health assessment by assessing the number of schools currently not reporting the assessments to the System for California Oral Health Reporting (SCOHR), identifying target schools for intervention, providing guidance to schools, and assessing progress.

Objective 8: Address common risk factors for preventable oral and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices providing tobacco cessation counseling; and/or increase the number of dental office utilizing Rethink Your Drink materials and resources to guide clients toward drinking water, especially tap water, instead of sugar-sweetened beverages.

Objective 9: Coordinate outreach programs, implement education and health literacy campaigns, and promote integration of oral health and primary care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: increase the number of dental offices, primary care offices, and community-based organizations (CBO) (e.g., Early Head Start/Head Start, WIC, Home Visiting, BIH, CHDP, Community Health Worker/Promotora programs, etc.) using the American Academy of Pediatrics' Brush, Book, Bed (BBB) implementation guide; and/or increase the number of dental offices, primary care clinics, and CBOs using the Oral Health Literacy implementation guide to enhance communication in dental/medical offices; and/or increase the number CBOs that incorporate oral health education and referrals into routine business activities.

**Scope of Work and Deliverables  
FY 2017-2022**

Objective 10: Assess, support, and assure establishment and improvement of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve vulnerable and underserved populations by integrating oral health care and overall health care.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: regularly convene and lead a jurisdiction-wide Community of Practice comprised of Managed Care Plans, Federally Qualified Health Centers, CBOs, and/or Dental Offices focused on implementing the Agency for Health Care Research and Quality's Design Guide for Implementing Warm Handoffs in Primary Care Settings or the ; and/or identifying a staff person or consultant to facilitate quality improvement coaching to jurisdiction-wide Community of Practice members focused on increasing the number of at-risk persons who are seen in both a medical and dental office; and/or improve the operationalization of an existing policy or guideline, such as the increasing the number of infants who are seen by a dentist by age 1; and/or promote effectiveness of best practices at statewide and national quality improvement conferences.

Objective 11: Create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.

To accomplish this Objective, LHJs can choose evidence-based or best practice strategies such as, but not limited to: create a new (or expand an existing) Oral Health Network, Coalition, or Partnership by identifying key groups and organizations; planning and holding meetings; defining issues and problems; creating a common vision and shared values; and developing and implementing an Action Plan that will result in oral health improvements. LHJs are also encouraged, where possible, to collaborate with local Dental Transformation Initiative (DTI) Local Dental Pilot Projects to convene stakeholders and partners in innovative ways to leverage and expand upon the existing momentum towards improving oral health. LHJs that are currently implementing local DTI projects should develop complementary, supportive, but not duplicative activities.

**Scope of Work and Deliverables  
FY 2017-2022**

**DELIVERABLES/OUTCOME MEASURES:** LHJs are encouraged to implement the strategies recommended in the California Oral Health Plan. Funds are made available through Prop 56 to achieve these deliverables. The activities may include convening, coordination, and collaboration to support planning, disease prevention, education, surveillance, and linkage to treatment programs. To ensure that CDPH fulfills the Prop 56 requirements, LHJs are responsible for meeting the assurances and the following checked deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future Prop 56 funding.

**Local Health Jurisdiction Deliverables**

<b>Deliverable</b>	<b>Activities</b>	<b>Selected deliverable</b>
<b>Deliverable 1</b> <i>Objective 1</i>	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders and non-traditional partners. A. List of diverse stakeholders engaged to develop and mentor the Community Health Improvement/Action Plan. B. List number of meetings/conference calls held to develop a consensus of AC to determine best practice to address priorities and identify evidence-based programs to implement. C. Develop communication plan/methods to share consistent messaging to increase collaboration. D. Develop a consensus on how to improve access to evidence based programs and clinical services.	<input checked="" type="checkbox"/>
<b>Deliverable 2</b> <i>Objective 1</i>	Document staff participation in required training webinars, workshops and meetings.	<input checked="" type="checkbox"/>
<b>Deliverable 3</b> <i>Objective 2 &amp; 3</i>	Conduct needs assessment of available data to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved communities and vulnerable population groups.	<input checked="" type="checkbox"/>
<b>Deliverable 4</b> <i>Objective 4</i>	Five-year oral health improvement plan (the "Plan") and an action plan (also called the "work plan"), updated annually, describing disease prevention, surveillance, education, linkage to treatment programs, and evaluation strategies to improve the oral health of the target population based on an assessment of needs, assets and resources.	<input checked="" type="checkbox"/>
<b>Deliverable 5</b> <i>Objective 5</i>	Create a program logic model describing the local oral health program and update annually	<input checked="" type="checkbox"/>
<b>Deliverable 6</b> <i>Objective 5</i>	Coordinate with CDPH to develop a surveillance report to determine the status of children's oral health and develop an evaluation work plan for implementation objectives.	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables  
FY 2017-2022**

<b>Deliverable</b>	<b>Activities</b>	<b>Selected deliverable</b>
<b>Deliverable 7</b> <i>Objective 6</i>  School- Based/ School Linked	Compile data for and report annually on educational activities, completing all relevant components on the Data Form:  A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a fluoride program. B. Schools, teachers, parents and students receiving educational materials and/or educational sessions. C. Children provided preventive services.	<input checked="" type="checkbox"/>
<b>Deliverable 8</b> <i>Objective 6</i>  School-Based/ School-Linked	Compile data for and report annually on School-based/linked program activities, completing all relevant components on the Data Form:  A. Schools meeting criteria of low-income and high-need for dental program (>50% participation in Free or Reduced Price Meals (FRPM) participating in a School-based/linked program. B. Schools, teachers, parents and students receiving dental sealant educational materials and/or educational sessions. C. Children screened, linked or provided preventive services including dental sealants.	<input checked="" type="checkbox"/>
<b>Deliverable 9</b> <i>Objective 6</i>  Fluoridation	Compile data for and report annually on Community Water Fluoridation program activities, completing all relevant components on the Data Form:  A. Regional Water District engineer/operator training on the benefits of fluoridation. B. Training for community members who desire to educate others on the benefits of fluoridation at Board of Supervisor, City Council, or Water Board meetings. C. Community-specific fluoridation Education Materials D. Community public awareness campaign such as PSAs, Radio Advertisements	<input checked="" type="checkbox"/>
<b>Deliverable 10</b> <i>Objective 7</i>  Kinder-Assessment	Compile data for and report annually on kindergarten oral health assessment activities, completing all relevant components on the Data Form:  A. Schools currently not reporting the assessments to SCHOR B. Champions trained to promote kindergarten oral health assessment activities C. Community public relations events and community messages promoting oral health.	<input checked="" type="checkbox"/>

**Scope of Work and Deliverables  
FY 2017-2022**

<b>Deliverable</b>	<b>Activities</b>	<b>Selected deliverable</b>
	D. New schools participating in the kindergarten oral health assessment activities. E. Screening linked to essential services. F. Coordination efforts of programs such as kindergarten oral health assessment, WIC/Head Start, pre-school/school based/linked programs, Denti-Cal, Children's Health and Disability Prevention Program, Home Visiting and other programs. G. Identify prevention and healthcare policies and guidelines implemented.	
<b>Deliverable 11</b> <i>Objective 8</i>	Compile data for and report annually on tobacco cessation activities, completing all relevant components on the Data Form:  A. Assessment of readiness of dental offices to provide tobacco cessation counseling. B. Training to dental offices for providing tobacco cessation counseling. C. Dental offices connected to resources	<input checked="" type="checkbox"/>
<b>Deliverable 12</b> <i>Objective 8</i>	Compile data for and report annually on Rethink Your Drink activities, completing all relevant components on the Data Form: A. Assessment of readiness of dental offices to implement Rethink Your Drink materials and resources for guiding patients toward drinking water. B. Training to dental offices for implementing Rethink Your Drink materials. C. Dental offices connected to resources	<input checked="" type="checkbox"/>
<b>Deliverable 13</b> <i>Objective 9</i>	Compile data for and report annually on health literacy and communication activities, completing all relevant components on the Data Form:  A. Partners and champions recruited to launch health literacy campaigns B. Assessments conducted to assess opportunities for implementation C. Training and guidance provided D. Sites/organizations implementing health literacy activities	<input type="checkbox"/>
<b>Deliverable 14</b> <i>Objective 10</i>	Compile data for and report annually on health care delivery and care coordination systems and resources, completing all relevant components on the Data Form:  A. Assessments conducted to assess opportunities for implementation of community-clinical linkages and care coordination	<input type="checkbox"/>



**Scope of Work and Deliverables  
FY 2017-2022**

<b>Deliverable</b>	<b>Activities</b>	<b>Selected deliverable</b>
	B. Resources such as outreach, Community of Practice, and training developed C. Providers and systems engaged	
<b>Deliverable 15</b> <i>Objective 11</i>	Compile data for and report annually on community engagement activities, completing all relevant components on the Data Form:  A. Develop a core workgroup to identify strategies to achieve local oral health improvement. B. Provide a list of community engagement strategies to address policy, financing, education, and dental care.	<input type="checkbox"/>
<b>Deliverable 16</b> <i>Objective 1-11</i>	<b>Progress reporting:</b> submit bi-annual progress reports describing in detail progress of program and evaluation activities and progress towards completing deliverables. Provide documentation in sufficient detail to support the reported activities on planning and intervention activities for required and selected objectives.	<input checked="" type="checkbox"/>
<b>Deliverable 17</b> <i>Objective 1-11</i>	<b>Expense documenting:</b> submit all expenses incurred during each state fiscal year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH-OHP to ascertain compliance with Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Likewise, provide biannual Progress Reports describing in detail the program activities conducted, and the ability to provide source documentation in sufficient detail to support the reported activities.	<input checked="" type="checkbox"/>



**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Angela Wright  
California Department of Public Health  
Oral Health Program  
MS 7208  
1616 Capitol Avenue, Suite 74.420  
P.O. Box 997377, Sacramento, CA 95899-7377

C. Invoices shall:

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

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

**Exhibit B**  
**Budget Detail and Payment Provisions**

**4. Amounts Payable**

A. The amounts payable under this Grant shall not exceed:

- 1) \$145,494 for the budget period of 01/01/2018 through 06/30/2018.
- 2) \$145,494 for the budget period of 07/01/2018 through 06/30/2019.
- 3) \$145,494 for the budget period of 07/01/2019 through 06/30/2020.
- 4) \$145,494 for the budget period of 07/01/2020 through 06/30/2021.
- 5) \$145,494 for the budget period of 07/01/2021 through 06/30/2022.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**5. Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

## EXHIBIT C

### STANDARD GRANT CONDITIONS

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

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

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

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

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

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

- 4) For publications other than those described in paragraph 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 D  
Request for Application



KAREN L. SMITH, MD, MPH  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



EDMUND G. BROWN JR.  
Governor

September 27, 2017

Dear California Local Health Officer:

**NOTIFICATION OF INTENT TO SUPPORT LOCAL ORAL HEALTH PROGRAMS**

This letter provides notification of the intent to award funds to local health departments or jurisdictions (LHJs) through Proposition 56, The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56), pending approval of the State Budget for Fiscal Year 2017/18. The California Department of Public Health (CDPH), Oral Health Program (OHP) has a unique opportunity to build capacity at the local level to address oral health which is essential for overall health. Tooth decay is the number one chronic disease of childhood.

The purpose of this award is to support the proposed California Oral Health Plan activities. We are confident that the LHJs, in collaboration with the CDPH/OHP, will strive to achieve improvements in oral health and accomplish the state oral health objectives within their jurisdictions. The activities should address problems identified by LHJ needs assessments and reflect the California Oral Health Plan priorities.

The activities in Year 1 may be focused on planning for implementation of interventions in subsequent years. The planning exercise should lead to a three year action plan. Smaller counties may choose to form a consortium with other LHJs and pool resources to implement local oral health programs. LHJs that prefer a resource pool approach should notify CDPH. Based on the interest expressed by local First 5 Commissions and local Child Health and Disability Prevention Programs, LHJs are strongly encouraged to collaborate with them in developing a local oral health program.

We anticipate that approximately \$18 million will be available for distribution. Award amounts to LHJs will vary and be determined by the estimated low income population based on the United States Department of Agriculture Economic Research Service estimate of county poverty rate (<https://data.ers.usda.gov/reports.aspx?ID=17826>).

It is anticipated that awards will be for a term of three years with an option to extend for two additional years. CDPH will provide program guidance regarding requirements,

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Oral Health Program, MS 7210 • P.O. Box 997377 • Sacramento, CA 95899-7377  
(916) 324-1715 • (916) 552-9729 FAX  
[Department Website \(www.cdph.ca.gov\)](http://www.cdph.ca.gov)



California Local Health Officer  
Page 2  
June 2, 2017

Scope of Work, and Budget once that information becomes final. Funds from Prop 56 will become available on July 1, 2017.

**Please complete the attached Letter of Intent form and submit by June 30, 2017, to indicate whether you intend to participate or not.**

Additional information about the Local Oral Health Programs will be forthcoming. If you have questions in the meantime, please contact Rosanna Jackson, Oral Health Program Manager, at [Rosanna.Jackson@cdph.ca.gov](mailto:Rosanna.Jackson@cdph.ca.gov), or at (916) 552-9896.

The next few years will provide California with a unique opportunity to work together to improve oral health for all Californians, while also furthering the California Oral Health Plan objectives. We look forward to working with you.

Sincerely,

Jayanth V. Kumar, DDS, MPH  
State Dental Director

Enclosure



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://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/CDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022PHASEILHJLOHPGuidelines\\_8-23-17\\_ADA.pdf](https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/CDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022PHASEILHJLOHPGuidelines_8-23-17_ADA.pdf)

**2. Cancellation / Termination**

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

Exhibit E  
Additional Provisions

to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

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

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

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

Exhibit E  
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

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

**4. Dispute Resolution Process**

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

Exhibit E  
Additional Provisions

the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, 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 the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor 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 performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)