# CALIFORNIA ORAL HEALTH PROGRAM Moving California Oral Health Forward

# Awarded By

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

то

# County of Humboldt, hereinafter "Grantee"

# Implementing the "Humboldt County Local Oral Health Program," hereinafter "Project"

## **GRANT AGREEMENT NUMBER 22-10165**

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

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 104750 & 131085 and Revenue and Taxation Code 30130.57

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide establish or expand upon existing Local Oral Health Programs by including the following program activities related to oral health in their communities: education, disease prevention, facilitating community-clinical linkages, and surveillance. These activities will improve the oral health of Californians. This goal shall be achieved by providing funding for activities that support demonstrated oral health needs and prioritize underserved areas and populations.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of Nine Hundred Seventeen Thousand Ninety Dollars and Zero Cents (\$917,090.00)

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027]. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

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

California Department of Public Health	Grantee: [County of Humboldt
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Name: Nicole Garvin	Name: Tami Wandel
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 507 7th Street
City, ZIP: Sacramento, CA 95814	City, ZIP: Eureka, CA 95501
Phone: (279) 667-0257	Phone: (707) 382-2493
E-mail: DentalDirector@cdph.ca.gov	E-mail: twandel@co.humboldt.ca.us

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee: County of Humboldt]
Attention: Nicole Garvin	Attention: Tami Wandel
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 507 7th Street
City, Zip: Sacramento, CA 95814	City, Zip: : Eureka, CA 95501
Phone: (279) 667-0257	Phone: (707) 382-2493
E-mail: DentalDirector@cdph.ca.gov	E-mail: twandel@co.humboldt.ca.us

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

Remittance Address	
Grantee: County of Humboldt]	
Attention "Cashier":	
Address: 825 5 <sup>th</sup> Street	
City, Zip: Eureka, CA 95501	
Phone: (707) 441-5433	
E-mail: jbradbury2@co.humboldt.ca.us	

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION – Application Checklist, Grantee Information Form,

Narrative Summary Form, Scope of Work and Deliverables

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) -

https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027

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 subgrantee's to comply with all applicable laws, policies, and regulations.

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

Executed By:

Date: Sofia Pereira, Director, Public Health Humboldt County Public Health Department 529 I Street Eureka, CA 95501 Date: Joseph Torrez, Chief Contracts Management Unit California Department of Public Health 1616 Capitol Avenue Sacramento, CA 95814

# Exhibit A Grant Application

# Moving California Oral Health Forward 2022 – 2027 Application Checklist

DUE: 12/15/21			
DATE OF	12/14/2021		
SUBMISSION:			
ORGANIZATION	ORGANIZATION Humboldt County Public Health		
NAME:			
APPLICATION CO	APPLICATION CONTACT NAME: PHONE NUMBER:		
Laura McEwen	en 707-497-7652		
EMAIL ADDRESS:			
Lmcewen@co.humboldt.ca.us			

# Complete this Application Checklist and email it along with the following documents to: <u>DentalDirector@cdph.ca.gov</u> by 12/15/21\*

\*Note: A supplemental submission containing Document E (Supplemental Submission Checklist) and Document F (Detailed Budget and Justification) is due on 01/31/22. This is to accommodate additional program and fiscal planning as part of an interactive process with OOH.

### **APPLICATION CONTENTS:**

Application Checklist (Document A) Grantee Information Form (Document B) Narrative Summary Form (Document C) Governmental Payee Form CDPH 9083 (Document D) Grant Activities and Reporting/Tracking Measures (Exhibit A) Please Check



# Grantee Information Form

	This is the informatio	n that will appear in your grant agreement.	
Organization	Name Mailing Address Street Address (If Dif County	Humboldt	707-445-6097
	Website		
	The Grant Signatory	has authority to sign the grant agreement cover.	
>	Name	Sophia Pereira	
ator	Title	Director, Public Health	
Grant Signatory	. ,	he same as the organization above, just check	this box and go to Phone 🛛
ant S	Mailing Address		
Gra	Street Address (If Dif		
	-	707-476-4957	Fax: 707-445-6097
	Email _	spereira@co.humboldt.ca.us	
	seeing that all grant r receive all programm	r is responsible for all of the day-to-day activities of equirements are met. This person will be in conta atic, budgetary, and accounting mail for the project of program information.	act with Oral Health Program staff, will
	Name	Laura McEwen	
ctor	Title	HHS Program Services Coordinator	
Director	Supervisor Name and	d Title Megan Blanchard, Director of Nursing	
	Supervisor Email and	Phone Mblanchard@co.humboldt.ca.us	
Project	If address(es) are th	e same as the organization above, just check	this box and go to Phone 🗌
	Mailing Address	638 West Clark Street, Mod E, Eureka, CA 9550	1
	Street Address (If Dif	ferent)	
	Phone		707-445-6097
	Email _	Lmcewen@co.humboldt.ca.us	
	These are the annua	Funding amounts your LHJ will accept for grant	purposes.
ſ	Year 1 (FY 22/23)	\$ 183,418	
Funding	Year 2 (FY 23/24)	\$ 183,418	
Fun	Year 3 (FY 24/25)	\$ 183,418	
	Year 4 (FY 25/26)	\$ 183,418	
	Year 5 (FY 26/27)	\$ 183,418	

#### Narrative Summary Form

Humboldt County Department of Health and Human Services, Public Health

#### NARRATIVE SUMMARY

# An overview of your county or jurisdiction's current status of oral health, your vulnerable and/or underserved population(s), demographics, and geography.

Humboldt County qualifies as a Dental Health Professional Shortage Area according to the Health Resources and Services Administration. Humboldt County has over 50,000 Medi-Cal enrollees, however only six dental clinics accept Medi-Cal Dental, two of which patients must be tribally enrolled. These clinics have prioritized serving young children. Based on nine years of Kindergarten Oral Health Assessment data through 2018, an average of 25% of incoming kindergarteners have untreated decay. Only two major cities have fluoridated water. Access for adults is extremely limited and they often seek treatment at the emergency department where the rate for adults in Humboldt is over three times the rate for California overall. Our county encompasses 2.3 million acres, 80 percent being forestland, protected redwoods, and recreation areas. Humboldt has a population of roughly 135,727, with seven incorporated cities ranging in size from approximately 400 to 27,000 persons. Native American tribal lands encompass approximately 95,000 acres and eight federally recognized tribes.

#### LOHP accomplishments during the 2017-2022 grant cycle.

The accomplishments of our LOHP during the 2017-2022 grant cycle have been plentiful. We completed the first five objectives of the workplan with a focus on building capacity, engaging stakeholders, filling key positions, and working closely with two county-wide coalitions, the Oral Health Leadership Team (OHLT) and the Dental Advisory Group (DAG). We worked with our subcontractor, the California Center for Rural Policy (CCRP) in order to complete our needs assessment, asset mapping, Community Health Improvement Plan (CHIP), and Evaluation Plan. Humboldt County has had a long history of key stakeholder engagement, experienced staff, and oral health networks, so Objective 6 and 7 were completed. Our LOHP collaborated with dentists and Registered Dental Hygienists in Alternative Practice to provide evidence-based prevention services and dental screenings in identified school districts with the highest decay rates based on nine years of Kindergarten Oral Health Assessment (KOHA) data. A KOHA handbook and informational flyer were created and provided to all schools. A Strategic Development document was created to identify high-risk school districts to work with over the entirety of the grant. Humboldt staff participated in UCSF's Fluoride Action Committee and helped avert a fluoride removal effort in Arcata. Objective 8 and 9 were completed with Rethink Your Drink (RTYD), tobacco cessation and Brush, Book, Bed materials, and board books provided to dental offices. Other successes include the (DAG) received a Certificate of Special Congressional Recognition from Congressman Huffman and an Assembly Resolution from Assemblyman Wood, and Senator McGuire. Our LOHP hosted a *Smile Humboldt* Dental fair and screening event and has partnered with local family service agencies such as Women Infants and Children (WIC), Changing Tides Family Services, Northcoast Children's Services, Paso a Paso, and Healthy Kids Humboldt to provide dental education and materials to help decrease the decay rates reported on the KOHA. Over the course of the grant, upwards of 10,000 dental kits with oral health information went out to high-risk families and additional materials went to Family Resource Centers and a variety of community partners.

#### Narrative Summary Form

Humboldt County Department of Health and Human Services, Public Health

#### A general description of how the LOHP has evolved over the five-year grant term.

Our LOHP has greatly evolved over the course of the grant. Our staff better understands the dental needs of our community and the vulnerable populations that we serve. We have built our capacity to reach children and families through a variety of ways, including providing dental screenings in schools and at community events and by distributing dental supplies and educational materials across the county. We have had an uptake in our training of community partners and reached 80% of our dental offices to provide a variety of resources. Our subcontractor CCRP helped us to identify gaps in data and to complete a needs assessment as well as to work on creating and expanding local oral health networks to achieve desired improvements through policy and other means. The LOHP began working with a handful of schools to help increase the KOHA return rate and today we work with over thirty schools across the county. The number of educational sessions and trainings offered to Community Based Organizations (CBOS) and schools has increased exponentially. The ability to distribute preventive materials and services to vulnerable populations has become much more feasible given the growing interest and success of our program.

# Describe how you envision the LOHP evolving in the next five-year grant term (2022-2027). What do you hope to accomplish in the next grant cycle?

Our LOHP has a commitment to complete Objectives 1-3 and Objective 5, with a vision of providing oral health resources and services to our community members to the best of our ability. We will lay a strong foundation with an updated CHIP, evaluation plan and support for community water fluoridation. We will build a stronger care coordination model with community-clinic linkages using an electronic referral system. We hope to see a dramatic increase in the KOHA rate, and to have a Memorandum of Understanding (MOU) established with all schools in the county to share dental data and provide onsite education screenings, and referrals. Our LOHP wants to strengthen our relationships with our community partners serving young children, with a promotion on oral health literacy. Through Objective 5 we plan to coordinate outreach programs and implement education using the *Brush, Book, Bed* campaign and to promote the integration of oral health into primary care.

#### Barriers and potential strategies for the next 5 years

Our LOHP may experience a barrier with getting our MOU set up with all public and charter schools, due to the Humboldt County Office of Education being impacted due to staffing challenges and new guidelines introduced during the pandemic. Also, some schools are hesitant to have visitors on campus due to COVID-19. We may also experience challenges in our care coordination. This includes linking the electronic referral system to local clinics, limited capacity of dental providers in our community, and the fact that many of our local dentists' plan on retiring over the next five years. We plan to strategically address the health disparities in our county and work to reach our county's most vulnerable populations. We will use our KOHA data from the 2021-2022 school year to help us identify what regions of our county need more preventive dental education and services. We will also work more closely with agencies that provide home visits and work with new parents to promote *Brush, Book, Bed,* and oral health literacy, with a focus on families understanding that dental care starts at home and that dental decay is preventable.

#### Submit

### **GOVERNMENT AGENCY TAXPAYER ID FORM**

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name	County of Humboldt				
Remit-To Address (Street or PO Box)	825 5th Street				
City:	Eureka		State: CA	Zip Code-	⊦4: 95501
Government Type:	City Special District	County Federal		Federal Employer Identification Number (FEIN)	94-6000513

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# (if known)			Dept/Division/Unit Name	DHH	S-Public Hea	lth	Complete Address	529 I Street, I	Eureka,CA 95501
FI\$Cal ID#			Dept/Division/Unit Name		tment of Health an n Services	d	Complete Address	507 F Street, I	Eureka, CA 95501
FI\$Cal ID# (if known)			Dept/Division/Unit Name				Complete Address		
FI\$Cal ID#			Dept/Division/Unit Name				Complete Address		
Contact Per	rson	Jessica Maci	el		Title	Budget	Specialist		
Phone numb	ber	707-441-543	3	E-m	ail address	jbradbu	ry2@co.hum	boldt.ca.us	
Signature		Maciel, Jess	sica		Digitally signed by Maciel, Jessic Date: 2021.11.01 08:30:11 -07'0			] Date	11/1/2021

#### Humboldt County Grant Activities 2022 – 2027 REVISED 11/5/2021

Local Health Jurisdictions (LHJs) shall implement selected strategies outlined in the California Oral Health Plan and make progress toward achieving the California Oral Health Plan's goals and objectives. The activities may include convening, coordination, and collaboration to support planning, disease prevention, surveillance, education, and linkage to treatment programs. LHJs will maintain regular reporting to demonstrate progress towards implementing grant activities.

LHJs or designees must select Grant Activities and Reporting/Tracking Measures for objectives 1, 2, and 3 and will be responsible for selecting, at a minimum, one additional objective (from objectives 4 - 7) of their choice for the entire grant term. LHJs or designees can choose one or all objectives from 4-7.

A more comprehensive summary of expectations for grant objectives, activities, and reporting/tracking measures is included in a separate LOHP Work Plan in Appendix 2.

Based on the guidance above, please indicate which of the objectives and activities your local health jurisdiction will implement by placing an "X" in the appropriate check box below. Maintain records of reporting/tracking measures for all selected objectives and submit documentation annually, bi-annually, or as necessary, including all relevant documentation in progress report and data form submissions:

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

	Iumboldt County Grant Activities 2022 – 2027 EVISED 11/5/2021	
a special focus on underserved areas and vulnerable population groups.	<ul> <li>1.2.a(A): Needs Assessment (NA) work group roster</li> <li>1.2.b(A): Summary resources and service gaps</li> <li>1.2.c(A): NA instrument</li> <li>1.2.d(A): Data gathered and inventoried</li> <li>1.2.d(B): Summary of analysis and data gaps</li> <li>1.2.d(C): Identified resources to fill data gaps</li> <li>1.2.d(D): Description of methods selected</li> <li>1.2.e(A): Action plan to collect missing NA data</li> <li>1.2.e(B): Summary of data collected</li> <li>1.2.f(A): Data summary report</li> </ul>	
<ul> <li>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.</li> <li>1.4: Develop a new or update an existing community health improvement plan (CHIP) and create an action plan to address the oral health needs of underserved areas and vulnerable population groups for the implementation phase and to achieve the state oral health objectives.</li> </ul>	<ul> <li>1.3.a(A): Inventory of community assets and resources</li> <li>1.3.b(A): Published inventory of community assets/resources and service gaps</li> <li>1.4.a(A): CHIP timeframe</li> <li>1.4.a(B): Summary of objectives and strategies</li> <li>1.4.a(C): List of participants in CHIP planning</li> <li>1.4.b(A): List of planning meetings and meeting minutes</li> <li>1.4.c(A): Action plan</li> <li>1.4.d(A): Summary report</li> </ul>	07/1/22- 12/31/25 07/1/22 – 08/31/26
■ <b>1.5:</b> Develop a new, or continue implementing an existing Evaluation Plan, to monitor and assess the progress and success of the Local Oral Health Program (LOHP) Work Plan objectives. Update objectives, evaluation questions, and plan as needed.	<ul> <li>1.5.a(A): List of stakeholders in evaluation process</li> <li>1.5.b(A): Program logic model</li> <li>1.5.c(A): Evaluation Plan grid</li> <li>1.5.d(A): Evaluation Plan progress summary</li> </ul>	07/1/22- 12/31/25
☑ 1.6: Complete progress reports (PR) bi-annually using the progress report template provided. Detailed instructions will be provided.	<ul> <li>1.6(A): PR 1 July 1st – December 31, 2022</li> <li>o DUE January 31, 2023</li> <li>1.6(B): PR 2 January 1st – June 30, 2023</li> <li>o DUE July 31, 2023</li> <li>1.6(C): PR 3 July 1st – December 31, 2023</li> <li>o DUE January 31, 2024</li> </ul>	07/1/22- 06/30/27

Exhibit A

#### Humboldt County Grant Activities 2022 – 2027

R	EVISED 11/5/2021	
	<b>1.6(D):</b> PR 4 January 1st – June 30, 2024	
	o DUE July 31, 2024	
	<b>1.6(E):</b> PR 5 July 1st – December 31, 2024	
	o DUE January 31, 2025	
	<b>1.6(F):</b> PR 6 January 1st – June 30, 2025	
	o DUE July 30, 2025	
	<b>1.6(G):</b> PR 7 July 1st – December 31, 2025	
	o DUE January 31, 2026	
	<b>1.6(H):</b> PR 8 January 1st – June 30, 2026	
	o DUE July 30, 2026	
	<b>1.6(I):</b> PR 9 July 1st – December 31, 2026	
	o DUE January 31, 2027	
	<b>1.6(J):</b> PR 10 January 1st – June 30, 2027	
	o DUE July 30, 2027	
⊠ Objective 2: By June 30, 2027, implement evidence	-based programs to achieve California Oral Healt	th Plan objectives.
M 2 4. Conduct planning to support the development of	2.1.a(A): Strengths Weaknesses Opportunities	07/01/22-06/30/23
2.1: Conduct planning to support the development of	Threats (SWOT) analysis summary report	01101122-00/30/23
community-clinical linkages and school-based/ school-	<b>2.1.b(A):</b> List of participating and identified	
linked programs.	schools and grades	
	<b>2.1.b(B):</b> Program model selected and tracking	
	system	
	<b>2.1.b(C):</b> List of partners and roles	
	<b>2.1.b(C)</b> : List of particles	
	<b>2.1.b(D)</b> . Early prevention intervention selected	
	<b>2.1.b(E)</b> : Larly prevention intervention selected	
	<b>2.1.b(G):</b> List of equipment purchased	
	<b>2.1.b(G)</b> . List of equipment purchased <b>2.1.b(H)</b> : Invoices for billing	
2 2: Identify maintain and expand partnerships with	<b>2.1.3(H):</b> Memorandums of Understanding	07/01/22-06/30/27
☑ 2.2: Identify, maintain, and expand partnerships with	(MOUs) and other partnership agreements	01101122-00/30/21
dental providers and schools to implement, administer,	<b>2.2.a(A):</b> List of participating and identified	
and sustain school dental programs in targeted sites.	schools and grades	
	<b>2.2.b(A):</b> List of dental providers with	
	partnership agreements	
	2.2.c(A): Activity log	

H	umboldt County	Exhibit A
	Grant Activities	
	2022 – 2027	
RE	EVISED 11/5/2021	
	2.2.d(A): Sealant education materials	
	2.2.d(B): Fluoride education materials	
	2.2.d(C): Preventive dental services education	
	materials	
	2.2.e(A): Distribution list and format	
	2.2.e(B): Number of stakeholders reached	
	2.2.e(C): List of educational materials provided	
	2.2.e(D): Consent forms on file	
	2.2.f(A): Implementation schedule	
	2.2.g(A): Number of education sessions	
	delivered	
	<b>2.2.g(B):</b> List of trainings provided and site	
	2.2.h(A): Number of schools with a dental	
	program	
	2.2.h(B): Number of children screened	07/04/00 00/00/07
☑ 2.3: Implement a dental screening program with a	<b>2.3(A):</b> Number and proportion of eligible	07/01/22-06/30/27
robust community-clinical linkage system using a referral	schools participating	
management electronic platform for connecting with	2.3(B): Number and proportion of eligible children screened	
parents/caregivers and linking children to a source of		
dental care, tracking the progress of care from referral to	<ul><li>2.3(C): Referral acceptance</li><li>2.3(D): Patient contact</li></ul>	
completion of treatment plan.	<b>2.3(E):</b> Receipt of services	
	<b>2.3(F):</b> Need resolution	
	<b>2.3.a(A):</b> Number of dental providers accepting	
	referrals	
	<b>2.3.a(B):</b> List of participating providers	
	<b>2.3.b(A):</b> Written care coordination protocol	
	<b>2.3.c(A):</b> Estimated number and proportion of	
	high-risk children needing sealants and referrals	
	2.3.c(B): Referral criteria	
	<b>2.3.d(A):</b> Check-list for school-based program	
	readiness	
	2.3.e(A): Narrative summary of preventive	
	services implemented	

Exhibit A

	Grant Activities 2022 – 2027	
R	EVISED 11/5/2021	
☑ 2.4: Conduct training for community members/partners/stakeholders who desire to learn	<ul> <li>2.3.e(B): Number of sealants</li> <li>2.3.e(C): Number of fluoride varnish applications received</li> <li>2.3.e(D): Number of toothbrush prophylaxis treatments received</li> <li>2.3.e(E): Total number of students receiving preventive services</li> <li>2.3.f(A): Communications</li> <li>2.3.f(B): Success of referrals</li> <li>2.3.f(C): Data findings</li> <li>2.3.f(D): Number of successful referrals</li> <li>2.3.f(E): Quality improvement (QI) strategies</li> <li>2.3.f(G): Timelines for data review</li> <li>2.4(A): Training agenda</li> <li>2.4(B): Training materials</li> </ul>	07/01/22-06/30/27
about the safety, benefits and cost effectiveness of community water fluoridation and its role in preventing dental disease.	<ul> <li>2.4(C): Number of community trainees for community water fluoridation trainings</li> <li>2.4.a(A): Number of engineers/ operators trained</li> <li>2.a(B): List of trainees and trainings</li> <li>2.4.b(A): Marketing materials</li> <li>2.4.b(B): Number of public awareness campaigns</li> <li>2.4.c(A): Webpage URL</li> <li>2.4.d(A): Evaluation report</li> <li>2.4.d(B): Assurances for successful referral</li> <li>2.4.e(A): Dissemination plan</li> </ul>	

1	Humboldt County	
	Grant Activities	
	2022 – 2027	
	REVISED 11/5/2021	07/04/00 00/00/07
☑ 3.1: Assess the number of schools currently not	<b>3.1(A):</b> List and number of KOHA non-	07/01/22-06/30/27
reporting Kindergarten assessments to the System for	participating schools identified	
California Oral Health Reporting (SCOHR).	<b>3.1.a(A):</b> List of KOHA best practices	
	<b>3.1.b(A):</b> List of KOHA target schools <b>3.1.c(A):</b> List and number of KOHA champions	
	<b>3.1.c(B):</b> KOHA champion onboarding and	
	training materials	
	<b>3.1.c(C):</b> Number of school districts participating	
	in KOHA intervention	
	<b>3.1.c(D):</b> Number of children served by KOHA	
	intervention	
	<b>3.1.d(A):</b> KOHA toolkit	
	<b>3.1.d(B):</b> List of KOHA presentations made	
	<b>3.1.d(C):</b> Copy of KOHA letters written	
	<b>3.1.d(D):</b> Number of schools adopting policies or	
	participating in KOHA because of efforts	
	<b>3.1.f(A):</b> KOHA guidance documents for schools	
	3.1.f(B): KOHA fact sheets	
	3.1.g(A): List of KOHA key partners	
	3.1.g(B): Schedule of KOHA key partners	
	meetings held	
	<b>3.1.g(C):</b> KOHA targets identified	
	<b>3.1.h(A):</b> KOHA summary in progress reports	
	<b>3.1.h(B):</b> KOHA policies revised and developed	
	<b>3.1.h(C):</b> Number of school districts reporting	
	KOHA data	
	<b>3.1.h(D):</b> Number of children receiving KOHA screening	
	<b>3.1.h(E):</b> Number of oral health assessment	
	activities, number of assessment events,	
	number of assessment messages, and number	
	of new schools participating in assessments	
	<b>3.1.i(A):</b> KOHA success stories	
	<b>3.1.i(B):</b> KOHA success stories dissemination	

н	lumboldt County	Exhibit A
	Grant Activities	
	2022 – 2027 EVISED 11/5/2021	
☑ 3.2: Develop and implement a plan to identify and recruit key partners that work with underserved populations: First 5 commission, County Office of Education, local Child Health and Disability Prevention (CHDP), Women, Infants, and Children (WIC), Early Head Start/Head Start, Maternal, Child, and Adolescent Health (MCAH), Black Infant Health (BIH), schools, Community-based organizations (CBOs), and Home Visiting (HV) Programs.         □ Objective 4: By June 30, 2027, address common risk factors	plan3.2(A): Key partner recruitment plan3.2(B): Key partner recruitment letters3.2(C): List of key partners recruited3.2(D): List of Home Visiting programs3.2.a(A): Role of key partners summary3.2.b(A): Schedule of key partners meetings3.2.c(A): Facilitators and barriers to careidentified3.2.d(A): Activities to address barriers to care3.2.e(A): Key partner training andimplementation plan3.2.e(B): List of key partner trainings3.2.e(C): Evaluation of key partner trainings3.2.e(D): Evaluation of key partnerimplementation plan3.2.f(A): Key partner oral health guidancedocument3.2.g(A): List of key partners with oral healthcomponent3.2.h(A): Home Visiting survey results inprogress reports3.2.i(A): Key partners sustainability plan3.2.j(B): Key partners success stories3.2.j(B): Key partners success storiesactors for oral diseases and chronic diseases, include	07/01/22-06/30/27
consumption, and promote protective factors that will redu	ce disease burden.	
□ <b>4.1:</b> Conduct a survey of dental offices to gauge interest in CEU credits for tobacco cessation training. Use survey findings to support tobacco cessation activities.	<ul> <li>4.1(A): Summary of tobacco cessation survey findings and plans for using survey information</li> <li>4.1(B): Number of dental offices assessed</li> <li>4.1.a(A): Risk assessment training materials</li> <li>4.1.a(B): Risk assessment toolkit</li> <li>4.1.a(C): Referral resources for identified risk</li> </ul>	07/01/22-06/30/27

Exhibit A

#### Humboldt County Grant Activities 2022 – 2027 REVISED 11/5/2021

	EVISED 11/5/2021	
	factors	
	<b>4.1.a(D):</b> Number of dental offices connected to	
	resources	
	<b>4.1.b(A):</b> List and dates of tobacco cessation	
	trainings	
	<b>4.1.b(B):</b> Number of dental offices trained for	
	tobacco cessation	
	<b>4.1.c(A):</b> Number of dental offices receiving	
	tobacco cessation toolkits	
	<b>4.1.d(A):</b> Tobacco cessation marketing	
	materials	
	<b>4.1.d(B):</b> Tobacco cessation social media views	
	and interaction data	
	<b>4.1.d(C):</b> Tobacco cessation radio messaging	
	impressions data	
	<b>4.1.e(A):</b> Tobacco cessation summary analysis	
	in progress reports	
<b>4.2:</b> Collaborate with local partners to participate in	4.2(A): SSB reduction event narrative	07/01/22-06/30/27
sugar-sweetened beverage (SSB) reduction activities.	<b>4.2(B):</b> Number of SSB reduction event	
Participate in an event (ex: Rethink Your Drink statewide	activities	
day of action) in a dental setting, school, health fair, or	<b>4.2.a(A):</b> SSB reduction training materials	
community setting; provide dental-specific material in	<b>4.2.a(B):</b> SSB reduction training summary	
addition to the Rethink Your Drink event in a box; use	<b>4.2.b(A):</b> Number of SSB reduction trainings	
social media messaging (ex: hashtags) to promote	and webinars	
event.	<b>4.2.c(A):</b> Narrative description of oral health	
	guidelines integrated into partner chronic	
	disease prevention and control activities	
	4.2.d(A): SSB reduction webpage URL	
	<b>4.2.e(A):</b> SSB reduction summary analysis in	
	progress reports	
	4.2.f(A): SSB reduction success stories	
	<b>4.2.f(B):</b> SSB reduction success stories	
	dissemination plan	

#### Humboldt County Grant Activities 2022 – 2027 REVISED 11/5/2021

○ Objective 5: By June 30, 2027, coordinate outreach pr integration of oral health and primary care.	ograms; implement education, health literacy camp	aigns and promote
<ul> <li>☑ 5.1: Collaborate with primary care providers or school administrators to implement an evidence-based oral health literacy campaign for parents and caregivers such as the American Academy of Pediatrics Brush, Book, Bed (BBB) Campaign. Identify a BBB champion who will coordinate the program and inspire partners: e.g., the county's oral health program manager.</li> </ul>	<ul> <li>5.1(A): Evidence-based health literacy campaign identified</li> <li>5.1(B): Health literacy campaign plan</li> <li>5.1(C): List of health literacy champions for providers and schools</li> <li>5.1.a.(A): Health literacy campaign summary analysis in progress report submissions</li> </ul>	07/01/22-06/30/27
☑ 5.2: Identify a champion and coordinate oral health literacy activities with partners: e.g., key partner, stakeholder, health educator, provider, or others.	<ul> <li>5.2(A): List and number health literacy champions for partner outreach</li> <li>5.2.a(A): Oral health literacy workforce action plan</li> <li>5.2.b(A): Number of dental offices with added oral health literacy component</li> <li>5.3(A): Oral health literacy training plan</li> <li>5.3(B): List of oral health literacy trainings</li> <li>5.3(C): Number of oral health literacy trainees</li> <li>5.3(D): Evaluation of oral health literacy trainings</li> <li>5.3(E): Number of oral health literacy trainings</li> <li>5.3(E): Number of oral health literacy trainings</li> <li>5.3(A): List of oral health literacy trainings</li> <li>5.3(B): List of oral health literacy trainings</li> <li>5.3(B): List of oral health literacy trainings</li> <li>5.3(A): List of oral health literacy materials provided</li> <li>5.3.a(B): List of partner organizations receiving oral health literacy materials</li> </ul>	07/01/22-06/30/27
□ <b>Objective 6:</b> By June 30, 2027, assess, support, and e coordination systems and resources, including workforce support continuous quality improvement to serve underse	development, language services, collaborations, an	•
□ 6.1: Identify and recruit key partners such as the local dental society, local dental association, local primary care association, etc. to support effective oral healthcare delivery and care coordination systems.	<ul> <li>6.1(A): List of key partners recruited</li> <li>6.1.a(A): Summary analysis of dental office inventory</li> <li>6.1.a(B): Number of dental office assessments conducted.</li> </ul>	07/01/22-06/30/27

(	umboldt County Grant Activities 2022 – 2027 EVISED 11/5/2021	Exhibit A
	<ul> <li>6.1.b(A): Summary of service gaps and underserved areas</li> <li>6.1.c(A): Dental office outreach materials</li> <li>6.1.c(B): Number of outreach resources developed</li> <li>6.1.d(A): Summary of pilot test proposal</li> <li>6.1.d(B): List of primary care offices and CBOs identified</li> <li>6.1.e(A): List of providers and CBOs trained and onboarded</li> <li>6.1.e(B): Number of providers and systems engaged</li> <li>6.1.f(A): List of partnerships and roles developed to support warm hand-off referrals</li> </ul>	
□ 6.2: Launch and sustain a Community of Practice for representatives from the primary care offices, CBOs, and dental offices to meet in-person or virtually on a regular and re-occurring basis to foster performance management, process redesign, and quality improvement.	6.2(A): List of community of practice members 6.2(B): Community of practice meeting schedule	07/01/22-06/30/27
<b>6.3:</b> Develop a sustainability plan to maintain efforts.	<b>6.3(A):</b> Sustainability plan <b>6.3.a(A):</b> Fluoride varnish guidance document	07/01/22-06/30/27
☐ <b>6.4:</b> Recruit providers for preventive dentistry mentorship program.	<ul> <li>6.4(A): List of providers recruited for preventive dentistry program</li> <li>6.4.a(A): Summary of Quality Improvement (QI) trainings or coaching provided</li> <li>6.4.b(A): QI Plan</li> <li>6.4.c(A): Oral healthcare delivery and care coordination systems success stories</li> <li>6.4.c(B): Oral healthcare delivery and care coordination systems success stories</li> <li>6.4.c(B): Oral healthcare delivery and care dissemination plan</li> <li>6.4.d(A): Performance management trainees</li> <li>6.4.d(B): Performance management software</li> </ul>	07/01/22-06/30/27

REVIS Use 6.4 6.4		
Use 6.4 6.4	sed .4.d(C): List of performance measures .4.e(A): QI project qualitative case study .4.e(B): QI project storyboard cal oral health networks to achieve oral health im	
Objective 7: By June 30, 2027, create or expand existing local policy, financing, education, dental care, and community engage       7.1         □ 7.1: Convene a core group or identify a workgroup from existing AC to support the creation or expansion of existing local oral health networks identify policy solutions, address workforce issues, and develop plans for sustainability and community engagement.       7.1         7.1       7.1	<ul> <li>1(A): List of oral health networks workgroup nembers</li> <li>1.a(A): List of organizations recruited for kpanded oral health network</li> <li>1.a(B): Number of organizations, partners, and champions recruited for expanded oral ealth networks</li> <li>1.b(A): Oral health network meeting schedule</li> <li>1.b(B): Oral health network meeting agenda</li> <li>1.b(C): Oral health network meeting minutes</li> <li>1.c(A): List of organizations in oral health etwork workgroup</li> <li>1.e(A): List of organizations in oral health etwork workgroup</li> <li>1.f(A): Oral health network mission and core alues</li> <li>1.g(A): Oral health network action plan</li> </ul>	07/01/22-06/30/27
res 7.1 eng 7.1	<ul> <li>1.h(A): Opportunities identified to share esources and leverage additional funding</li> <li>1.i(A): Key insights from community ngagement</li> <li>1.j(A): Oral health network summary in rogress report submissions</li> </ul>	

Exhibit A

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

#### 1. Invoicing and Payment

- A. Upon completion of project activies as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modificaton, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Nicole Garvin California Department of Public Health Office of Oral Health MS 7218 1616 Capitol Avenue, Suite 74.420 P.O. Box 997377, Sacramento, CA 95899-7377 LOHPInvoices@cdph.ca.gov

- C. Invoices shall:
  - Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
  - 2) Bear the Grantee's name as shown on the Grant.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount Awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

#### 2. Budget Contingency Clause

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

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

#### 3. **Prompt Payment Clause**

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

#### 4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

#### 5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (<u>Cal HR</u>). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

County of Humboldt 22-10165 Page 1 of 4

### EXHIBIT C

#### **STANDARD GRANT CONDITIONS**

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

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

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

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

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

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

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

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

#### 1. Additional Incorporated Documents

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

#### 2. Cancellation / Termination

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

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

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

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

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

#### 4. Dispute Resolution Process

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

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