



OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

May 17, 2022

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE THE ORAL HEALTH GRANT AGREEMENT FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, COMMUNITY HEALTH SERVICES

Dear Board Members:

RECOMMENDATIONS

- A. Approve the Oral Health Grant Agreement (22-10154) from the California Department of Public Health to provide education on prevention and treatment of dental disease for the period of 7/1/22 – 6/30/27 in the amount of \$2,033,565.
- B. Delegate authority to the Agency Director, or designee, to sign related forms from the California Department of Public Health and submit executed copies to the Clerk of the Board for filing.

SUMMARY/DISCUSSION

The Alameda County Public Health Department (ACPHD) has received the Oral Health Grant Agreement, "Moving California Oral Health Forward", from the California Department of Public Health to support activities that are related to the California Oral Health Plan goals and objectives. Specifically, ACPHD, Dental Health program will focus on activities that may include organization, coordination, and collaboration to support planning, disease prevention, surveillance, education, and facilitating community-clinical linkages to treatment. These activities will improve priority population health outcomes including decrease in tooth decay and untreated tooth decay and increase dental sealant prevalence, including in school dental programs. The goal of the dental health program is to improve the oral health of Alameda County, support oral health needs and prioritize underserved areas and populations of Alameda County.

FINANCING

Funding comes from the California Department of Public Health and is included in the ACPHD FY2022-23 Budget. Approval of the recommendation will have no impact on net County cost.

VISION 2026 GOAL

The Office of Dental Health meets the 10X goal pathway of **Healthcare for All** in support of our shared vision of **Thriving & Resilient Population**.

Sincerely,



Colleen Chawla, Director
Health Care Services Agency

CALIFORNIA ORAL HEALTH PROGRAM
Moving California Oral Health Forward

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

[County of Alameda], hereinafter “Grantee”

Implementing the [County of Alameda],” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10154

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 [Two Million Thirty Three Thousand Five Hundred Sixty Five Dollars (\$2,033,565.00)

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 Alameda]
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Name: David James	Name: Therese McCluskey, LOHP Project Director
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1100 San Leandro Blvd
City, ZIP: Sacramento, CA 95814	City, ZIP: San Leandro, CA, 94577
Phone: (916) 440-7197	Phone: (510) 208-5911
E-mail: DentalDirector@cdph.ca.gov	E-mail: Therese.McCluskey@acgov.org

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee: [County of Alameda]
Attention: David James	Attention: Therese McCluskey, LOHP Project Director
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 1100 San Leandro Blvd
City, Zip: Sacramento, CA 95814	City, Zip: San Leandro, CA, 94577
Phone: (916) 440-7197	Phone: (510) 208-5911
E-mail: DentalDirector@cdph.ca.gov	E-mail: Therese.McCluskey@acgov.org

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

Remittance Address
Grantee: [County of Alameda]
Attention "Cashier": Dr. Shakalpi Pendurkar
Address: 1100 San Leandro Blvd.
City, Zip: San Leandro, CA, 94577
Phone: (510) 268-2790
E-mail: Shakalpi.pendurkar@acgov.org

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: _____

Approved as to Form:

By: DocuSigned by:
K. Joon Oh, Dep. County Counsel

County Counsel Signature

Keith Carson, President, Alameda County Board
of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA, 94612

Date: _____

Joseph Torrez, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue,
Sacramento, CA 95814

**Moving California Oral Health Forward 2022 – 2027
Application Checklist**

DUE: 12/15/21	
DATE OF SUBMISSION:	December 15, 2021
ORGANIZATION NAME:	Alameda County Public Health Department
APPLICATION CONTACT NAME: Dr. Shakalpi Pendurkar	PHONE NUMBER: 510-268-2790
EMAIL ADDRESS: Shakalpi.pendurkar@acgov.org	

Complete this Application Checklist and email it along with the following documents to: DentalDirector@cdph.ca.gov 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:

Please Check

- 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)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Grantee Information Form

	This is the information that will appear in your grant agreement.	
Organization	Federal Tax ID #	<u>94-6000501</u>
	Name	<u>Alameda County Public Health Department</u>
	Mailing Address	<u>1100 San Leandro Blvd., San Leandro, CA 94577</u>
	Street Address (If Different)	<u>(same)</u>
	County	<u>Alameda</u>
	Phone	<u>(510) 267-8000</u> Fax <u>(510) 267-3212</u>
	Website	<u>www.acphd.org</u>
	The Grant Signatory has authority to sign the grant agreement cover.	
Grant Signatory	Name	<u>Keith Carson</u>
	Title	<u>President, Alameda County Board of Supervisors</u>
	If address(es) are the same as the organization above, check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	<u>1221 Oak Street, Suite 536, Oakland, CA 94612</u>
	Street Address (If Different)	<u></u>
	Phone	<u>(510) 272-6695</u> <u>(510) 272-6685 assistant</u>
	Email	<u>Supervisor.Carson@acgov.org</u>
	The Project Director 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, receive all programmatic, budgetary, and accounting mail for the project and be responsible for the proper dissemination of program information.	
Project Director	Name	<u>Therese McCluskey</u>
	Title	<u>LOHP Project Director</u>
	If address(es) are the same as the organization above, check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	<u>1100 San Leandro Blvd., San Leandro, CA 94577</u>
	Street Address (If Different)	<u>(same)</u>
	Phone	<u>(510) 208-5911</u> Fax <u>(510) 208-5933</u>
	Email	<u>Therese.McCluskey@acgov.org</u>
	These are the annual Funding amounts your LHJ will accept for grant purposes.	
Funding	Total Funding Requested	<u>\$406,713</u>

Narrative Summary Form

Alameda County Public Health Department

Alameda County experiences a well-documented **epidemic of dental disease that disproportionately affects communities of color and low-income residents**. In past decades, the health and well-being of county residents have improved; however, profound disparities by race and ethnicity persist, including in our residents' dental health. Nearly one in three (32.8%) children 0-5 years of age screened at selected Women, Infants and Children (WIC) clinics in Alameda County showed evidence of untreated dental decay (2016). Among students screened through the Oakland Student Smiles program, 45% of students had untreated tooth decay with 15% of students having severe tooth decay (2017). Of children 0-5 years old with Medi-Cal, 32.7% had preventive dental services (2016). Emergency department visits for non-traumatic dental conditions for 3–5-year-olds saw an increase between 2014-16 and 2017-19.

Alameda County is widespread geographically, consisting of 821 square miles and 14 cities. Located on the east side of San Francisco Bay, Alameda County is home to 1.68 million people and is the most racially and ethnically diverse county in the Bay Area. The county population is 38.7% White, 32.4% Asian, 9.9% African American, 6.4% Multi-race, 0.8% Pacific Islander, 0.6% Native American, and 10.9% other. Across all race categories, 22.8% of individuals are of Hispanic/Latino ethnicity. African Americans and Latinos make up a larger portion of the low-income households compared to White and Asian households.

The Office of Dental Health (ODH) has played an essential role in the Alameda County Public Health Department for over 50 years. ODH has been dedicated to addressing inequity through innovative strategies that increase access to best practice and evidence-informed dental services for our populations most in need. **LOHP activities** focused on reducing disparities in access to oral health care and working in partnership with the community to ensure optimal oral health and well-being of all Alameda County residents. Specifically, the program was designed to prioritize these Medi-Cal eligible populations: **children (including 0-20 years old, foster and transition-aged youth), pregnant people, homeless children and families, residents with special health care needs, impacted racial and ethnic groups, and adults 64 years and older**. LOHP prioritized these populations because they face substantial barriers to accessing oral care, such as lack of awareness of dental services covered by Medi-Cal and difficulty finding a dental provider who accepts Medi-Cal.

ODH accomplished significant gains during the 2017-2022 LOHP grant cycle. ODH invited stakeholders to join in establishing **five Workgroups** to identify and remove barriers to accessing oral care for priority populations (Special Needs Dentistry, Homeless Children and Families, Early Childhood, Evaluation and Surveillance, and School-linked School-based Oral Health). An additional Workgroup on seniors in institutional settings was initiated but discontinued due COVID restrictions at these facilities. ODH initiated collaboration with Livermore Valley Joint Unified School District to implement a **school sealant program** in three elementary schools in an area with no fluoride in the water supply. To support Alameda County school districts' Kindergarten Oral Health Assessment (**KOHA**) data reporting requirements, ODH developed a multilingual parent handout and SCOHR training with step-by-step instructions on the process of entering data. With support and resources from ODH, a record-high percentage (61%, up from 44% the previous year) of Alameda County public school districts reported KOHA data for school year 2020-2021. ODH updated our **list of dentists who will accept patients with Medi-Cal**, adding 3 new providers in 2021. We distributed multilingual

Narrative Summary Form

Alameda County Public Health Department

oral health education, tobacco cessation, and prenatal educational materials to dental clinics per their requests. In partnership with UCSF, we sponsor **Community of Practice trainings** for dental workforce development and offer CE units. Attendance increased by 25% in the last few years with typically over 100 local dental professionals participating. ODH is leveraging existing networks to sustain our **care coordination model** by partnering with CHDP for financial support of Community Dental Care Coordinator services for our priority populations. ODH published our **Oral Health Strategic Plan 2019-2024** and conducted a mid-point stakeholder survey (instead of an in-person meeting due to COVID) to re-connect, and recruit participants for Workgroups. We continue to strengthen our robust **Oral Health Committee** of the Public Health Commission (our Advisory Group) and established **strong alliances with many partners** such as Alameda Health Consortium FQHC Dental Directors. ODH launched a rich **communication** effort including social media and website resources. Our **geospatial data webmap** includes multiple resources and demographics, which we use frequently for planning, along with our Logic Model, Action Plan, Needs Assessment, and Evaluation Plan and Report.

Looking Ahead ODH has built substantial momentum for sustainable and scalable countywide interventions. As we strengthen partnerships with stakeholders, we will

- Expand partnerships with schools to implement, administer and sustain school dental programs in schools that have no or limited oral health program and high levels of students qualifying for Free and Reduced-Price Meals
- Continue expanding innovative approaches to support school districts in implementing **KOHA**, achieving low rates of waived forms, and uploading records to SCOHR
- Develop methods to sustain and expand **care coordination** services by identifying sources of funding, and partnering with local providers and organizations such as local **dental societies**
- Continue quarterly **Community of Practice trainings** for the oral health workforce in collaboration with UCSF, addressing vital clinical issues for local providers
- Expand Workgroup activities for priority populations and include underserved populations that have not been previously addressed
- Partnering with UCSF Dental Public Health Program for exploring the feasibility of implementing oral hygiene practices at **early childcare centers** in Alameda County
- Explore implementing a surveillance system to determine progress in reaching objectives

The primary potential barrier may be limitations due to COVID restrictions, which could delay our oral care work with schools and KOHA reporting, as schools are grappling with student vaccinations and outbreaks. The local response to COVID has stretched some of our partners' time available for collaborations and has decreased ODH staff capacity due to deployments to the COVID response team. We anticipate these challenges will lessen over the next 5 years.

Additional factors for Alameda County are the large number of residents included in our priority populations and eligible for Medi-Cal, and the diversity of languages spoken here.

Our team is strengthened by having our new Dental Health Administrator on board and we anticipate a strong and impactful LOHP program. We appreciate the support from the CDPH Office of Oral Health and look forward to continuing these exciting and meaningful initiatives.

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

Alameda County Public Health Department

Remit-To Address (Street or PO Box)

1100 San Leandro Blvd.

City:

San Leandro

State: CA

Zip Code+4: 94577

Government Type:

City

County

Special District

Federal

Other (Specify)

Federal Employer Identification Number (FEIN)

94-6000501

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# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	

Contact Person

Dr. Shakalpi Pendurkar

Title

LOHP Project Director, ODH Director

Phone number

510-268-2790

E-mail address

shakalpi.pendurkar@acgov.org

Signature

Pendurkar, Shakalpi, Public Health, CHS

Digitally signed by Pendurkar, Shakalpi, Public Health, CHS
Date: 2021.12.15 10:27:26 -0900

Date

12/15/21

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

**Grant Activities
2022 – 2027
REVISED 11/5/2021**

<p>a special focus on underserved areas and vulnerable population groups.</p>	<p>1.2.a(A): Needs Assessment (NA) work group roster 1.2.b(A): Summary resources and service gaps 1.2.c(A): NA instrument 1.2.d(A): Data gathered and inventoried 1.2.d(B): Summary of analysis and data gaps 1.2.d(C): Identified resources to fill data gaps 1.2.d(D): Description of methods selected 1.2.e(A): Action plan to collect missing NA data 1.2.e(B): Summary of data collected 1.2.f(A): Data summary report</p>	
<p><input checked="" type="checkbox"/> 1.3: 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.</p>	<p>1.3.a(A): Inventory of community assets and resources 1.3.b(A): Published inventory of community assets/resources and service gaps</p>	<p>07/1/22- 12/31/25</p>
<p><input checked="" type="checkbox"/> 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.</p>	<p>1.4.a(A): CHIP timeframe 1.4.a(B): Summary of objectives and strategies 1.4.a(C): List of participants in CHIP planning 1.4.b(A): List of planning meetings and meeting minutes 1.4.c(A): Action plan 1.4.d(A): Summary report</p>	<p>07/1/22 – 08/31/26</p>
<p><input checked="" type="checkbox"/> 1.5: 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.</p>	<p>1.5.a(A): List of stakeholders in evaluation process 1.5.b(A): Program logic model 1.5.c(A): Evaluation Plan grid 1.5.d(A): Evaluation Plan progress summary</p>	<p>07/1/22- 12/31/25</p>
<p><input checked="" type="checkbox"/> 1.6: Complete progress reports (PR) bi-annually using the progress report template provided. Detailed instructions will be provided.</p>	<p>1.6(A): PR 1 July 1st – December 31, 2022 o DUE January 31, 2023 1.6(B): PR 2 January 1st – June 30, 2023 o DUE July 31, 2023 1.6(C): PR 3 July 1st – December 31, 2023 o DUE January 31, 2024</p>	<p>07/1/22- 06/30/27</p>

**Grant Activities
2022 – 2027
REVISED 11/5/2021**

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

**Grant Activities
2022 – 2027
REVISED 11/5/2021**

	<p>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 2.2.g(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</p>	
<p><input checked="" type="checkbox"/> 2.3: Implement a dental screening program with a robust community-clinical linkage system using a referral management electronic platform for connecting with parents/caregivers and linking children to a source of dental care, tracking the progress of care from referral to completion of treatment plan.</p>	<p>2.3(A): Number and proportion of eligible schools participating 2.3(B): Number and proportion of eligible children screened 2.3(C): Referral acceptance 2.3(D): Patient contact 2.3(E): Receipt of services 2.3(F): Need resolution 2.3.a(A): Number of dental providers accepting referrals 2.3.a(B): List of participating providers 2.3.b(A): Written care coordination protocol 2.3.c(A): Estimated number and proportion of high-risk children needing sealants and referrals 2.3.c(B): Referral criteria 2.3.d(A): Check-list for school-based program readiness 2.3.e(A): Narrative summary of preventive services implemented</p>	<p>07/01/22-06/30/27</p>

Grant Activities
2022 – 2027
REVISED 11/5/2021

	<p>2.3.e(B): Number of sealants 2.3.e(C): Number of fluoride varnish applications received 2.3.e(D): Number of toothbrush prophylaxis treatments received 2.3.e(E): Total number of students receiving preventive services 2.3.f(A): Communications 2.3.f(B): Success of referrals 2.3.f(C): Data findings 2.3.f(D): Number of successful referrals 2.3.f(E): Quality improvement (QI) strategies 2.3.f(F): Increase in children served 2.3.f(G): Timelines for data review</p>	
<p><input checked="" type="checkbox"/> 2.4: Conduct training for community members/partners/stakeholders who desire to learn about the safety, benefits and cost effectiveness of community water fluoridation and its role in preventing dental disease.</p>	<p>2.4(A): Training agenda 2.4(B): Training materials 2.4(C): Number of community trainees for community water fluoridation trainings 2.4.a(A): Number of engineers/ operators trained 2.a(B): List of trainees and trainings 2.4.b(A): Marketing materials 2.4.b(B): Number of public awareness campaigns 2.4.c(A): Webpage URL 2.4.d(A): Evaluation report 2.4.d(B): Assurances for successful referral 2.4.e(A): School dental program success stories 2.4.e(B): Dissemination plan</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> Objective 3: By June 30, 2027, work with partners to promote oral health by developing and implementing prevention and health care policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.</p>		

**Grant Activities
2022 – 2027
REVISED 11/5/2021**

<p><input checked="" type="checkbox"/> 3.1: Assess the number of schools currently not reporting Kindergarten assessments to the System for California Oral Health Reporting (SCOHR).</p>	<p>3.1(A): List and number of KOHA non-participating schools identified 3.1.a(A): List of KOHA best practices 3.1.b(A): List of KOHA target schools 3.1.c(A): List and number of KOHA champions 3.1.c(B): KOHA champion onboarding and training materials 3.1.c(C): Number of school districts participating in KOHA intervention 3.1.c(D): Number of children served by KOHA intervention 3.1.d(A): KOHA toolkit 3.1.d(B): List of KOHA presentations made 3.1.d(C): Copy of KOHA letters written 3.1.d(D): Number of schools adopting policies or participating in KOHA because of efforts 3.1.f(A): 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 3.1.g(C): KOHA targets identified 3.1.h(A): KOHA summary in progress reports 3.1.h(B): KOHA policies revised and developed 3.1.h(C): Number of school districts reporting KOHA data 3.1.h(D): Number of children receiving KOHA screening 3.1.h(E): Number of oral health assessment activities, number of assessment events, number of assessment messages, and number of new schools participating in assessments 3.1.i(A): KOHA success stories 3.1.i(B): KOHA success stories dissemination</p>	<p>07/01/22-06/30/27</p>
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<p><input checked="" type="checkbox"/> 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.</p>	<p>plan</p> <p>3.2(A): Key partner recruitment plan 3.2(B): Key partner recruitment letters 3.2(C): List of key partners recruited 3.2(D): List of Home Visiting programs 3.2.a(A): Role of key partners summary 3.2.b(A): Schedule of key partners meetings 3.2.c(A): Facilitators and barriers to care identified 3.2.d(A): Activities to address barriers to care 3.2.e(A): Key partner training and implementation plan 3.2.e(B): List of key partner trainings 3.2.e(C): Evaluation of key partner trainings 3.2.e(D): Evaluation of key partner implementation plan 3.2.f(A): Key partner oral health guidance document 3.2.g(A): List of key partners with oral health component 3.2.h(A): Home Visiting survey results in progress reports 3.2.i(A): Key partners sustainability plan 3.2.j(A): Key partners success stories 3.2.j(B): Key partners success stories dissemination plan</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> Objective 4: By June 30, 2027, address common risk factors for oral diseases and chronic diseases, including tobacco and sugar consumption, and promote protective factors that will reduce disease burden.</p>		
<p><input checked="" type="checkbox"/> 4.1: Conduct a survey of dental offices to gauge interest in CEU credits for tobacco cessation training. Use survey findings to support tobacco cessation activities.</p>	<p>4.1(A): Summary of tobacco cessation survey findings and plans for using survey information 4.1(B): Number of dental offices assessed 4.1.a(A): Risk assessment training materials 4.1.a(B): Risk assessment toolkit 4.1.a(C): Referral resources for identified risk</p>	<p>07/01/22-06/30/27</p>

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

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<input type="checkbox"/> Objective 5: By June 30, 2027, coordinate outreach programs; implement education, health literacy campaigns and promote integration of oral health and primary care.		
<input type="checkbox"/> 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.	5.1(A): Evidence-based health literacy campaign identified 5.1(B): Health literacy campaign plan 5.1(C): List of health literacy champions for providers and schools 5.1.a(A): Health literacy campaign summary analysis in progress report submissions	07/01/22-06/30/27
<input type="checkbox"/> 5.2: Identify a champion and coordinate oral health literacy activities with partners: e.g., key partner, stakeholder, health educator, provider, or others.	5.2(A): List and number health literacy champions for partner outreach 5.2.a(A): Oral health literacy workforce action plan 5.2.b(A): Number of dental offices with added oral health literacy component 5.3(A): Oral health literacy training plan 5.3(B): List of oral health literacy trainings 5.3(C): Number of oral health literacy trainees 5.3(D): Evaluation of oral health literacy trainings 5.3(E): Number of oral health literacy trainings 5.3.a(A): List of oral health literacy materials provided 5.3.a(B): List of partner organizations receiving oral health literacy materials	07/01/22-06/30/27
<input checked="" type="checkbox"/> Objective 6: By June 30, 2027, assess, support, and ensure establishment of effective oral healthcare delivery and care coordination systems and resources, including workforce development, language services, collaborations, and processes that support continuous quality improvement to serve underserved areas and vulnerable populations.		
<input checked="" type="checkbox"/> 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.	6.1(A): List of key partners recruited 6.1.a(A): Summary analysis of dental office inventory 6.1.a(B): Number of dental office assessments conducted.	07/01/22-06/30/27

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	<p>6.1.b(A): Summary of service gaps and underserved areas 6.1.c(A): Dental office outreach materials 6.1.c(B): Number of outreach resources developed 6.1.d(A): Summary of pilot test proposal 6.1.d(B): List of primary care offices and CBOs identified 6.1.e(A): List of providers and CBOs trained and onboarded 6.1.e(B): Number of providers and systems engaged 6.1.f(A): List of partnerships and roles developed to support warm hand-off referrals</p>	
<p><input checked="" type="checkbox"/> 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.</p>	<p>6.2(A): List of community of practice members 6.2(B): Community of practice meeting schedule</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> 6.3: Develop a sustainability plan to maintain efforts.</p>	<p>6.3(A): Sustainability plan 6.3.a(A): Fluoride varnish guidance document</p>	<p>07/01/22-06/30/27</p>
<p><input checked="" type="checkbox"/> 6.4: Recruit providers for preventive dentistry mentorship program.</p>	<p>6.4(A): List of providers recruited for preventive dentistry program 6.4.a(A): Summary of Quality Improvement (QI) trainings or coaching provided 6.4.b(A): QI Plan 6.4.c(A): Oral healthcare delivery and care coordination systems success stories 6.4.c(B): Oral healthcare delivery and care coordination systems success stories dissemination plan 6.4.d(A): Performance management trainees 6.4.d(B): Performance management software</p>	<p>07/01/22-06/30/27</p>

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	<p>used 6.4.d(C): List of performance measures 6.4.e(A): QI project qualitative case study 6.4.e(B): QI project storyboard</p>	
<p>Objective 7: By June 30, 2027, create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.</p>		
<p><input checked="" type="checkbox"/> 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.</p>	<p>7.1(A): List of oral health networks workgroup members 7.1.a(A): List of organizations recruited for expanded oral health network 7.1.a(B): Number of organizations, partners, and champions recruited for expanded oral health networks 7.1.b(A): Oral health network meeting schedule 7.1.b(B): Oral health network meeting agenda 7.1.b(C): Oral health network meeting minutes 7.1.c(A): List of oral health network action plan priorities 7.1.d(A): Oral health network Communication Plan 7.1.e(A): List of organizations in oral health network workgroup 7.1.f(A): Oral health network mission and core values 7.1.g(A): Oral health network action plan 7.1.h(A): Opportunities identified to share resources and leverage additional funding 7.1.i(A): Key insights from community engagement 7.1.j(A): Oral health network summary in progress report submissions</p>	<p>07/01/22-06/30/27</p>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, 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:

David James
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:

- 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.

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 ([Cal HR](#)). 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.

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

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. [Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application](https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027)
<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

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

Exhibit E
Additional Provisions

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly 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 desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

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

4. Dispute Resolution Process

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

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- 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.