## CALIFORNIA ORAL HEALTH PROGRAM Moving California Oral Health Forward

#### Awarded By

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

TO

County of San Mateo, hereinafter "Grantee"

Implementing the "San Mateo County Local Oral Health Program," hereinafter "Project"

#### **GRANT AGREEMENT NUMBER 22-10196**

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 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 One Million One Hundred Fifty Six Thousand Six Hundred Sixty Dollars and Zero Cents (\$1,156,660.00)

**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 San Mateo
Name: Cara Vierra	Name: Claire Bleymaier, Oral Health Program Coordinator
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 2000 Alameda de las Pulgas, Suite 230
City, ZIP: Sacramento, CA 95814	City, ZIP: San Mateo, CA 94403

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (12/2021)

Phone: (916) 552-9898	Phone: (650) 642-3007
E-mail: DentalDirector@cdph.ca.gov	E-mail: Cbleymaier@smcgov.org

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee: County of San Mateo]
Attention: Cara Vierra	Attention: Claire Bleymaier, Oral Health Program Coordinator
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 2000 Alameda de las Pulgas, Suite 230
City, Zip: Sacramento, CA 95814	City, Zip: San Mateo, CA 94403
Phone: (916) 552-9898	Phone: (650) 642-3007
E-mail: DentalDirector@cdph.ca.gov	E-mail: Cbleymaier@smcgov.org

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

Remittance Address
Grantee: County of San Mateo]
Attention "Cashier":
Address: 2000 Alameda de las Pulgas, Suite 230
City, Zip: San Mateo, CA 94403
Phone: (650) 573-3489
E-mail: dlao@smcgov.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.

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (12/2021)

**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-

<u>california-oral-health-forward-rfa-2022-2027</u>

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:	Lizelle Lirio de Luna, Director, Family Health Services County of San Mateo
	2000 Alameda de Las Pulgas, Suite 230 San Mateo, CA 94403
Date:	Joseph Torrez, Chief Contracts Management Unit California Department of Public Health 1616 Capitol Avenue, Suite 74.262 P.O. Box 997377, MS 1800- 1804 Sacramento, CA 95899-7377

County of San Mateo 22-10196 Document A

#### Exhibit A

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

DUE: 12/29/21		
DATE OF	12/23/21	
SUBMISSION:		
ORGANIZATION	San Mateo County Family Health Se	rvices
NAME:	•	
<b>APPLICATION CO</b>	APPLICATION CONTACT NAME: Claire PHONE NUMBER: 650-642-	
Bleymaier		3007
EMAIL ADDRESS	: Cbleymaier@smcgov.org	

Complete this Application Checklist and email it along with the following documents to: <a href="mailto:DentalDirector@cdph.ca.gov">DentalDirector@cdph.ca.gov</a> 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)	$\boxtimes$
Grantee Information Form (Document B)	$\overline{\boxtimes}$
Narrative Summary Form (Document C)	$\overline{\boxtimes}$
Governmental Payee Form CDPH 9083 (Document D)	$\overline{\boxtimes}$
Grant Activities and Reporting/Tracking Measures (Exhibit A)	$\overline{\boxtimes}$

#### **Grantee Information Form**

	This is the information	n that will appear in your grant agreement.
	Federal Tax ID #	94-6000532
<u>_</u>	_	San Mateo County Family Health Services
Organization	_	2000 Alameda de Las Pulgas, Suite 230, San Mateo CA 94403
aniz	Street Address (If Diff	ferent) NA
Org	County	San Mateo County
	Phone _	650-642-3007 Fax
	Website _	https://www.smchealth.org/division-family-health-services
	The <b>Grant Signatory</b>	has authority to sign the grant agreement cover.
	Name	Lizelle Lirio de Luna
tory	Title _	Director, Family Health Services
Grant Signatory	If address(es) are th	e same as the organization above, just check this box and go to Phone 🛚
ıt Si	Mailing Address _	
Grar	Street Address (If Diff	Ferent)
	Phone _	650-573-2093
	Email _	Lldeluna@smcgov.org
	seeing that all grant re receive all programma	r is responsible for all of the day-to-day activities of project implementation and for equirements are met. This person will be in contact with Oral Health Program staff, will atic, budgetary, and accounting mail for the project and will be responsible for the of program information.
	Name	Claire Bleymaier
tor	_	Senior Community Health Planner, Oral Public Health Program Coordinator
Director	Supervisor Name and	Title Ankita Tandel, Director of Public Health Nutrition
	Supervisor Email and	Phone <u>ATandel@smcgov.org</u> 650-381-4154
Project	If address(es) are th	e same as the organization above, just check this box and go to Phone 🖂
_	Mailing Address _	
	Street Address (If Diff	ferent)
	Phone _	650-642-3007 Fax
	Email _	Cbleymaier@smcgov.org
	These are the annual <b>Funding</b> amounts your LHJ will accept for grant purposes.	
_	Year 1 (FY 22/23)	\$231,332
Funding	Year 2 (FY 23/24)	\$231,332
Fun	Year 3 (FY 24/25)	\$231,332
	Year 4 (FY 25/26)	\$231,332
	Year 5 (FY 26/27)	\$231,332

#### Narrative Summary Form

San Mateo County Health, Family Health Services

San Mateo County (SMC) comprises most of what is known as the Bay Area peninsula. It is part of Silicon Valley, home to technology and scientific industries. The population in 2021 was 770,000, a 7% increase from 2010. Cities with the highest socioeconomic needs correlated with poor health outcomes are: Redwood City, Daly City, San Mateo, S. San Francisco, and E. Palo Alto. Approximately 82% of the population has a single dentist or dental office that is their usual source of dental care (a dental home).

SMC is 37.3% White, 30.3% Asian American, 24.5% Hispanic/Latino/a, 2.1% Black/ African American, and 1.3% Native Hawaiian/ Pacific Islander.<sup>3</sup> 11.2% of residents are 0-9 years old.<sup>3</sup> The population five and older that speak a language other than English at home is 47.2%.<sup>3</sup> Disparities in access to dental care exist by race/ethnicity, age, and education level (67% of Blacks, 69% of Latinos, 57% of those with low income, and 63% of people with less than high school education have a dental home).<sup>2</sup>

The poverty level is 6.7%, 6.9% for children under 6, and 2.6% of families with children are below the poverty level.<sup>4</sup> Asian Americans and Whites have the highest median household incomes, while Blacks/African Americans have the lowest, and Native Hawaiians/Pacific Islanders the third lowest.<sup>4</sup> A third of the population lacks dental health insurance coverage for routine care, rising to over half for those at lower income levels and for older adults.<sup>2</sup> Around 29% of people say they are unable to resolve dental issues, and this increases for younger adults (45%), Latinos (44%) and lower income earners (42%).<sup>2</sup> Parents with children 0-4 reported their child visited a dentist for a routine checkup in the past year at significantly lower rates than other age groups.<sup>2</sup> Nearly 40% of 3-year-olds had untreated dental decay, and Child Health and Disability Prevention (CHDP) physicians identified dental problems to be the second most frequent reason for referral during a routine physical examination.<sup>5</sup>

There are 17 total elementary school districts in SMC, and 8 of those districts (47%) house elementary schools with 50% or more students eligible for free or reduced price meals (FRPMs).<sup>6</sup> Of the 108 elementary schools in SMC with at least grades K-3, 32 (29.6%) have 50% or more students eligible for FRPMs.<sup>6</sup>

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

Oral public health infrastructure accomplishments include: funding and completing an Oral Health Strategic Plan (OHSP), funding and filling a full time Dental Director/ Coordinator position, completing a needs assessment on oral health, and temporarily hiring an epidemiologist to begin to build our infrastructure for oral health surveillance, including completing an oral health evaluation plan.

<sup>&</sup>lt;sup>1</sup> San Mateo County All Together Better :: Indicators :: 2021 SocioNeeds Index (smcalltogetherbetter.org)

<sup>&</sup>lt;sup>2</sup>https://www.smcalltogetherbetter.org/content/sites/sanmateo/Reports/CHNA\_2019\_Major\_Findings\_Communit y FINAL.pdf

<sup>&</sup>lt;sup>3</sup> https://www.smcalltogetherbetter.org/demographicdata

<sup>&</sup>lt;sup>4</sup> https://www.smcalltogetherbetter.org/demographicdata?id=278&sectionId=936

<sup>&</sup>lt;sup>5</sup> https://www.smchealth.org/sites/main/files/file-attachments/oral\_health\_book\_web\_version.pdf

<sup>&</sup>lt;sup>6</sup> https://www.cde.ca.gov/ds/ad/filessp.asp

### Narrative Summary Form San Mateo County Health, Family Health Services

Our school-based work included building relationships with school district staff and establishing MOUs for KOHA assessments with 6 of the 8 elementary school districts targeted by this grant. Through partnerships with three dental providers, we provided over 1,800 dental screenings, 3,000 oral health kits, and sealants for 30 elementary school students, and provided in-person and virtual oral health education.

We developed key partnerships with WIC, early learning sites, CHDP providers, dental providers, and other SMC departments. An on-site Virtual Dental Home was established at a WIC clinic each week pre-COVID. Oral health education and toolkits were provided at childcare and early learning sites across the County. Trainings were given for CHDP providers on fluoride varnish application.

#### How the LOHP has evolved over the five-year grant term:

Our LOHP has become a more strategically focused collaboration among: our long-existing SMC Oral Health Coalition, the workgroups formed as a result of the completion of our OHSP, San Mateo County's Oral Public Health Program, (established with this funding), and other partners in the County. Changes in funding sources allowed us to complete more activities at times, and the pandemic forced us to pause activities at other times.

#### How we envision the LOHP evolving in the next five-year grant term:

The Oral Health Coalition hopes to create a new oral health strategic plan to guide its work with both school aged populations and other populations of interest, including: children with special needs, pregnant women, unhoused individuals, adults living with chronic diseases, and older adults. The County's Oral Public Health Program hopes to grow and foster additional collaborations among oral health champions, providers, and community members, helping build the community's capacity to reduce oral health disparities. The Coalition and County both hope to collect and analyze more oral health data in the next grant cycle, establishing a more complete oral health surveillance system. Both also plan to support the medical/dental integration pilot project of the Health Plan of San Mateo.

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

Possible barriers to this work include the uncertainties caused by the pandemic, which make the ability to plan more difficult. To address this, we will continue to build on the drive thru screenings already established, and on oral health virtual education modalities. Additional barriers may include limited County and Coalition capacity to implement and coordinate all the activities of the LOHP, in addition to different activities and objectives that may be created upon completion of the Coalition's strategic plan. Strategies to address this include looking for additional funding sources and dental interns, recruiting new members to the Coalition, and improving communication among all to better align our objectives and activities.

California Department of Public Health 1616 Capitol Ave., Suite 74.262 P.O. Box 997377, MS 1800 Sacramento, CA 95899-7377 www.cdph.ca.gov

#### 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 San Mateo				
Remit-To Address (Street or PO Box)	2000 Alameda de las Pu	ulgas, Suite 230			
City:	San Mateo	State:	CA Zi	p Code+4: 944	03
Government Type:	City Special District Other (Specify)	County  Federal	Federa Emplo Identifi Numbe (FEIN)	yer cation er	532
List other subsidia FEIN and receive	ary Departments, Divisions or s payment from the State of C	Units under your principal California.	l agency's jurisdi	ction who share	the same
FI\$Cal ID#	Dept/Division/Unit Name	Family Health Service	es Complete Address		
FI\$Cal ID# (if known)	Dept/Division/Un Name	it	Complete Address		
FI\$Cal ID# (if known)	Dept/Division/Un Name	it	Complete Address		
FI\$Cal ID#	Dept/Division/Ur Name	it	Complete Address		
Contact Person	Diana Lao	Title Fi	inancial Services Ma	anager I	
Phone number	650-573-3489	E-mail address	lao@smcgov.org		
Signature	Diana Lao	Digitally signed by Diana Lao Date: 2021.12.15 16:45:46 -08'00'		Date 12	2/15/2021

# San Mateo 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
☑ Objective 1: By June 30, 2027, establish or sustain program infrastructure, partnerships, and processes 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.	1.1.c(B): Number of AC meetings convened	
	1.1.c(C): AC meeting participation list	
	<b>1.1.d(A):</b> 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	
☑ 1.2: Assess and monitor social and other	<b>1.2(A):</b> 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	1.2(B): 2020 census data on vulnerable/	
,	underserved demographics in LHJ	

a appeid feet an undersemed areas and with archie	12 a(A), Noodo Accoment (NA) work ares	
a special focus on underserved areas and vulnerable	1.2.a(A): Needs Assessment (NA) work group	
population groups.	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	
☑ 1.3: Identify assets and resources that will help to	1.3.a(A): Inventory of community assets and	07/1/22- 12/31/25
address the oral health needs of the community with an	resources	
emphasis on underserved areas and vulnerable	<b>1.3.b(A):</b> Published inventory of community	
population groups within the jurisdiction.	assets/resources and service gaps	
☑ <b>1.4:</b> Develop a new or update an existing community	1.4.a(A): CHIP timeframe	07/1/22 – 08/31/26
health improvement plan (CHIP) and create an action	<b>1.4.a(B):</b> Summary of objectives and strategies	
plan to address the oral health needs of underserved	<b>1.4.a(C):</b> List of participants in CHIP planning	
areas and vulnerable population groups for the	<b>1.4.b(A):</b> List of planning meetings and meeting	
implementation phase and to achieve the state oral	minutes	
health objectives.	1.4.c(A): Action plan	
,	1.4.d(A): Summary report	
☑ 1.5: Develop a new, or continue implementing an	1.5.a(A): List of stakeholders in evaluation	07/1/22- 12/31/25
existing Evaluation Plan, to monitor and assess the	process	
progress and success of the Local Oral Health Program	1.5.b(A): Program logic model	
(LOHP) Work Plan objectives. Update objectives,	1.5.c(A): Evaluation Plan grid	
evaluation questions, and plan as needed.	1.5.d(A): Evaluation Plan progress summary	
☑ 1.6: Complete progress reports (PR) bi-annually	<b>1.6(A):</b> PR 1 July 1st – December 31, 2022	07/1/22- 06/30/27
using the progress report template provided. Detailed	o DUE January 31, 2023	
instructions will be provided.	<b>1.6(B):</b> PR 2 January 1st – June 30, 2023	
	o DUE July 31, 2023	
	<b>1.6(C):</b> PR 3 July 1st – December 31, 2023	
	o DUE January 31, 2024	

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

#### San Mateo

### Grant Activities 2022 – 2027

VISED 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	
	07/01/22-06/30/27
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.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	
	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 and proportion of eligible schools participating 2.3(A): Number and proportion of eligible children screened 2.3(C): Referral acceptance 2.3(C): Referral acceptance 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(B): Number of sealants	
	<b>2.3.e(C):</b> 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	
☑ 2.4: Conduct training for community	2.4(A): Training agenda	07/01/22-06/30/27
members/partners/stakeholders who desire to learn	2.4(B): Training materials	
about the safety, benefits and cost effectiveness of	<b>2.4(C):</b> Number of community trainees for	
community water fluoridation and its role in preventing	community water fluoridation trainings	
dental disease.	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	
	<b>2.4.e(A):</b> School dental program success stories	
	2.4.e(B): Dissemination plan	

☑ **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.

☑ 3.1: Assess the number of schools currently not	3.1(A): 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).	3.1.a(A): List of KOHA best practices	
	3.1.b(A): 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	
	3.1.d(A): KOHA toolkit	
	<b>3.1.d(B):</b> List of KOHA presentations made	
	3.1.d(C): 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	
	<b>3.1.g(B):</b> Schedule of KOHA key partners	
	meetings held	
	3.1.g(C): 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	
	3.1.i(A): KOHA success stories	
	3.1.i(B): KOHA success stories dissemination	

	plan	
■ 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.	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	07/01/22-06/30/27
☐ <b>Objective 4:</b> By June 30, 2027, address common risk fa	dissemination plan	ing tobacco and sugar
□ <b>Objective 4:</b> 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.		
☐ <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.	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	07/01/22-06/30/27

### San Mateo Grant Activities

#### 2022 – 2027 REVISED 11/5/2021

☑ <b>Objective 5:</b> By June 30, 2027, coordinate outreach pro	ograms; implement education, health literacy camp	aigns and promote
integration of oral health and primary care.		
■ 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.	<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.a(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	nsure establishment of effective oral healthcare de	livery and care
coordination systems and resources, including workforce of support continuous quality improvement to serve underser	development, language services, collaborations, an	-
☐ <b>6.1:</b> 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

#### San Mateo

### Grant Activities 2022 – 2027

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

RI	EVISED 11/5/2021	
	used	
	<b>6.4.d(C):</b> List of performance measures	
	<b>6.4.e(A):</b> QI project qualitative case study	
	6.4.e(B): QI project storyboard	
☑ <b>Objective 7:</b> By June 30, 2027, create or expand exist	ing local oral health networks to achieve oral health	improvements
through policy, financing, education, dental care, and com	munity engagement strategies.	
☑ 7.1: Convene a core group or identify a workgroup	7.1(A): List of oral health networks workgroup	07/01/22-06/30/27
from existing AC to support the creation or expansion of	members	
existing local oral health networks identify policy	<b>7.1.a(A):</b> List of organizations recruited for	
solutions, address workforce issues, and develop plans	expanded oral health network	
for sustainability and community engagement.	<b>7.1.a(B):</b> Number of organizations, partners,	
	and champions recruited for expanded oral	
	health networks	
	<b>7.1.b(A):</b> Oral health network meeting schedule	
	<b>7.1.b(B):</b> Oral health network meeting agenda	
	<b>7.1.b(C):</b> Oral health network meeting minutes	
	<b>7.1.c(A):</b> List of oral health network action plan	
	priorities	
	<b>7.1.d(A):</b> Oral health network Communication	
	Plan	
	<b>7.1.e(A):</b> List of organizations in oral health	
	network workgroup	
	<b>7.1.f(A):</b> 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	
	<b>7.1.i(A):</b> Key insights from community engagement	
	7.1.j(A): Oral health network summary in	
	progress report submissions	
	progress report auditilisatoria	

### **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 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:

Cara Vierra
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 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:
  - 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.

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.