

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Jennifer Frusetta ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on June 12, 2018 and end on June 30, 2019, unless terminated sooner as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: N/A
- (b) Professional liability insurance: \$1,000,000.00
- (c) Comprehensive motor vehicle liability insurance: State minimum

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 30 days.

7. **Specific Terms and Conditions** (check one)

- ☐ There are no additional provisions to this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Cynthia Larca and/or Lynn Mello

Title: Deputy Director

Address: 1111 San Felipe Rd.

Hollister, California 95023

Telephone No.: 831-637-5367

Fax No.: 831-637-9073

Contract Administrator for CONTRACTOR:

Name: Jennifer Frusetta

Title: Registered Dental Hygienist

Address: 602 Calais Court

Hollister, CA 95023

Telephone No.: 831-636-6824

Email: j1frusetta@yahoo.com

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

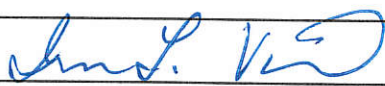
Name: Jennifer Frusetta

Title: Registered Dental Hygienist

Date: 5/31/2018

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel

By: 

Date: 5-31-2018

ATTACHMENT A
Oral Health Work Plan
FY 2017-2022

DELIVERABLES/OUTCOME MEASURES: Local Health Departments (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.

Objective 1: By December 31, 2018, build capacity and engage community stakeholders to provide qualified professional expertise in dental public health for program direction, coordination, and collaboration.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
1.1	Identify existing staff support and a structure	01/01/18-12/31/18	Project Supervisor (PS)	Program structure in place
1.2	Create a coordinator position and other positions as needed	01/01/18-12/31/18	PS/Contractor (C)	List of positions established; vacancies filled
1.3	Write job descriptions/ duty statements	01/01/18-12/31/18	PS	Job descriptions/duty statements developed
1.4	Recruit and hire staff to fill vacancies	01/01/18-12/31/18	PS	List of Staff hired, provide number of vacancies
1.5	Participate in trainings offered via meetings, webinars, workshops, conferences, etc.	01/01/18-12/31/18	C	List of trainings, meetings, webinars, workshops, conference attended
1.6	Develop Advisory Committee/Coalition/Partnership/Task Force (AC) and recruit key organizations/members representing diverse stakeholders.	01/01/18-12/31/18	C	Membership list
1.7	Convene first meeting and agenda; set schedule of meetings, develop evaluation for meetings.	01/01/18-12/31/18	C	First meeting agenda; schedule of meetings; number of meetings held. List of participants, participant evaluations
1.8	Identify Mission, Vision, shared values, and structure of AC.	01/01/18-12/31/18	C	Mission, vision, values, AC structure

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
1.9	Conduct key informant interviews (KI), focus groups, or Knowledge, Attitude and Belief (KAB) surveys of key stakeholders and organizations to determine understanding and priority of addressing oral health	01/01/18-12/31/18	C	Summary of KI interviews, focus groups and/or KAB surveys to address common themes, challenges, and support of mission, vision, and values
1.10	Identify goals and objectives for improving oral health.	01/01/18-12/31/18	C	Document defining goals and objectives
1.11	Establish communication methods with local partners and stakeholders	01/01/18-12/31/18	C	List of meetings, webinars; conference calls; list serve developed; mailings, etc.
1.12	Convene advisory group/task force per schedule. Submit new schedule for the rest of the grant term with revised work plan	01/01/18-12/31/18	C	Minutes; other documentation from meetings/webinars/calls/mailings
1.E.1	Conduct satisfaction survey of AC membership to determine AC progress, recommendations and future direction of the LOHP and strategies to address challenges	01/01/18-12/31/18	C	Analysis of satisfaction survey which include quantitative measures to assess network density or involvement and recommendations for improvement

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Objective 2: By December 31, 2018, assess and monitor social and other determinants of health, health status, health needs, and health care services available to California communities, with a special focus underserved areas and vulnerable population groups.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
2.1	Develop Needs Assessment in collaboration with Advisory Committee	01/01/18-12/31/18	C	List of work group members
2.2	Include assessment of available data in Needs Assessment in order to determine LHJs health status, oral health status, needs, and available dental and health care services to resources to support underserved areas and vulnerable population groups	01/01/18-12/31/18	C	Summary of resources and needs assessment
2.3	Identify and plan the needs assessment strategy based on available resources. Develop needs assessment instrument	01/01/18-12/31/18	C	Needs assessment instrument
2.4	Conduct inventory of available primary and secondary data	01/01/18-12/31/18	C	Data gathered and inventoried
2.5	Determine the need for primary data	01/01/18-12/31/18	C	Analysis conducted and data gaps identified
2.6	Identify resources	01/01/18-12/31/18	C	Data resources identified to fill gaps
2.7	Select methods	01/01/18-12/31/18	C	Methods selected
2.8	Conduct Needs Assessment	01/01/18-12/31/18	C	Work plan developed to collect missing data
2.9	Collect data	01/01/18-12/31/18	C	Data collected
2.E.1	Analyze data and prepare summary analysis.	01/01/18-12/31/18	C	Summary Report

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Objective 3: By December 31, 2018, 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.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
3.1	Take an inventory of all the groups (associations, organizations, and institutions) that exist in within the jurisdiction's communities. Identify existing groups, organizations, etc. that serve underserved and vulnerable populations in the community. Conduct interviews/surveys.	01/01/18- 12/31/18	C	Inventory of existing assets/resources
3.2		01/01/18- 12/31/18	C	Survey instrument; interviews and/or surveys conducted
3.3	Create a map of assets/resources within jurisdiction and Identify gaps.	01/01/18- 12/31/18	C	Map of assets/resources (geo mapping) within jurisdiction/List of gaps within LHJ
3.4	Publish the assets/resources/gaps identified.	01/01/18- 12/31/18	C	Identified assets/resources and identified gaps published on website or in newsletter or as part of Summary Analysis

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Objective 4: By December 31, 2018, develop a community health improvement plan (CHIP) and 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.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
4.1	Identify a key staff person or consultant to guide the community health improvement plan process.	01/01/18-12/31/18	C	Key staff member/consultant identified
4.2	Develop a time frame for the community health improvement plan.	01/01/18-12/31/18	C	Timeframe developed
4.3	Identify objectives and strategies to achieve that objective.	01/01/18-12/31/18	C	Summary of objectives and strategies
4.4	Identify who will be involved in implementing strategies/developing Action Plan (AC and others)	01/01/18-12/31/18	C	List of partners/stakeholders/participants representative of the various sectors of the LHJ that participated in the process
4.5	Design overall Action Plan with above group	01/01/18-12/31/18	C	List of work group meetings and minutes from meetings
4.6	Identify action plan steps: • What action or change will occur • Who will carry it out • When will it take place, and for how long • What resources (i.e., money, staff) are needed to carry out the change • Communication (who should know what)	01/01/18-12/31/18	C	Action Plan developed by workgroup that identifies the "what, who, when, how long, resources, and communication" aspects of the Action Plan

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
4.E.1	Identify how the Action Plan addresses the priorities identified in the Community Health Improvement Plan; provide a summary of key strategies to address vulnerable populations and how they will help to achieve local and state oral health objectives. Describe impact objectives and key indicators that will be used to determine progress.	01/01/18- 12/31/18	C	Summary Report-Identify flow of information between organization, community and other stakeholders; identify how organizational procedures facilitate participation; and identifies the strengths, weaknesses, challenges and opportunities that exist in the community to improve the health status of the community

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Objective 5: By December 31, 2018, develop an Evaluation Plan to monitor and assess the progress and success of the Local Oral Health Program.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
5.1	Engage stakeholders in the Evaluation Plan (of the SBC LOH program) process, including those involved, those affected, and the primary intended users	01/01/18-12/31/18	C	List of stakeholders engaged in this process
5.2	Develop the Program Logic Model (for the SBC LOH program), which will become a common reference point for staff, stakeholders, constituents and CDPH/OHP	01/01/18-12/31/18	C	Program Logic Model, depicts program outcomes, how the program will accomplish outcomes and basis (logic) for these expectations
5.3	Identify program (SBC LOH) outcome objectives and indicators. (see SBC LOH program logic model above)	01/01/18-12/31/18	C	Document the indicators, sources, quality, quantity, and logistics
5.4	Focus the evaluation design based on selected Objectives and justify conclusions based on data analysis	01/01/18-12/31/18	C	Document the purpose, methods, standards, analyses, interpretation, and timeline for the evaluation
5.5	Submit Evaluation Work Plan for Implementation Objectives	01/01/18-12/31/18	C	Provide comprehensive Evaluation Plan of Required and selected Implementation Objectives
5.6	Submit progress reports	01/01/18-12/31/18	C	Summary of successes, challenges, and lessons learned
5.E.1	Coordinate with CDPH to conduct surveillance to determine the status of children's oral health	01/01/18-12/31/18	C	List of schools identified, number of children to be screened, coordination activities conducted

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Objective 6: By June 30, 2022, implement evidence-based programs to achieve California Oral Health Plan Objectives.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
<i>School Based-School Linked</i> 6.1.0	Annually identify children in grades K-6 to receive dental sealants. Children receiving sealants must also receive a retention check-up. List number of children to be served.	01/01/19-06/30/22	C	List of participating schools, identify the number of children to be served
6.1.1	Provide dental sealant services by providing a referral list for dental sealant providers.	01/01/19-06/30/22	C	List of number of referrals, number of children receiving sealants, number of sealants placed
6.1.2	Obtain input from school administrator, lead teacher, school nurse, or oral health contact at identified schools to schedule activities.	01/01/19-06/30/22	C	Summary of input, schedule of activities
6.1.3	Annually, develop or adapt sealant educational materials and/or educational sessions for teachers, parents, and students.	01/01/19-06/30/22	C	Sealant educational materials
6.1.4	Annually distribute sealant educational materials and/or deliver educational sessions to teachers, parents, and students, and send educational sealant information home with sealant consent form (if referral provider will provide services on-site at the school).	01/01/19-06/30/22	C	List of sealant educational materials provided; copy of consent form (if applicable).
6.1.5	Conduct a basic dental screening of students to determine dental status with parental permission. (optional)	01/01/19-06/30/22	C	Signed consent forms, summary of survey results
6.1.6	Schedule time at school site to conduct screening with those children who submitted signed consent forms.	01/01/19-06/30/22	C	Correspondence with school
6.1.7	Conduct screening event with teachers, site personnel, and volunteers.	01/01/19-06/30/22	C	Number of children screened,

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
6.1.8	Determine number of children that need dental sealants and the number of sealants per child. Follow-up with teachers to ensure notices were sent home.	01/01/19-06/30/22	C	Data captured in report to CDPH
6.1.9	Annually, facilitate dental sealant placement by a dentist, registered dental hygienist in alternative practice or registered dental hygienist at provider site, or will place sealants on a minimum of 5% of targeted children with signed parental consent form at a coordinated sealant event with teachers, site personnel, and volunteers.	01/01/19-06/30/22	C	Schedule of events, number of children served, number of sealants provided
6.1.10	Annually, complete sealant retention checks on a minimum of 10% of the children who received sealants during the school year.	01/01/19-06/30/22	C	Summary of follow-up activities, number of children who received retention checks, screening forms on file

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
6.1.11	Annually, identify students in grades K-6 that will receive at least one instructional visit on oral health, lasting at least 20 minutes, using appropriate scope and sequence principles. Multiple educational visits are encouraged if possible. The following subject areas may be included: • causes, processes, and effects of oral diseases; • plaque control; • nutrition and healthy snacks, sugar sweetened beverages; • use of preventive dental agents, including fluorides and sealants; • the need for regular dental care and preparation for visiting the dentist; • physical activity; • tobacco cessation; and • dental injury prevention.	01/01/19-06/30/22	C	List of schools identified to participate, number of children receiving education, list of materials provided, training schedule, list of training topics

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
<i>Fluoride</i> 6.2.0	Annually, identify children in grades K-6 to receive fluoride supplements. Facilitate fluoride supplements by a dental provider or school-based clinic, Federally Qualified Health Center, Community Health Center or identify if an on-site event is will be conducted at the school. Identify volunteers or organizations that provide fluoride varnish and work with teachers, school administrators, site personnel, and volunteers to coordinate the event. For on-site events, provide and collect permission slips for participating children. Children may receive fluoride rinse, fluoride varnish, or fluoride tablets.	01/01/19-06/30/22	C	List of participating schools, identify if children will be referred or identify the number of on-site events will be planned to provide fluoride varnish
6.2.1	Determine course of action for identified schools in collaboration with AC.	01/01/19-06/30/22	C	AC meeting minutes
6.2.2	For identified school sites, develop or adapt general oral health and hygiene educational materials that are culturally competent and use appropriate health literacy level.	01/01/19-06/30/22	C	List of culturally appropriate oral health materials provided
6.2.3	Develop or adapt fluoride educational materials and/or educational sessions for teachers, parents, and students.	01/01/19-06/30/22	C	List of fluoride educational materials provided
6.2.4	Distribute fluoride educational materials and/or deliver educational sessions to teachers, parents, and students, and send educational fluoride information home with fluoride consent form.	01/01/19-06/30/22	C	Distribution list, signed consent forms (on file, if applicable)
6.2.5	Assess number of children eligible to receive fluoride supplement per identified school.	01/01/19-06/30/22	C	List of classrooms and number of children to receive fluoride supplement

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
6.2.6	Facilitate referral for fluoride supplements or schedule time at school site to provide fluoride supplements with local providers to children who submitted signed consent forms.	01/01/19-06/30/22	C	List of schools, number of children referred for fluoride supplements or number of children receiving fluoride supplements on-site
6.2.7	Conduct fluoride varnish event at school with teachers, site personnel, and volunteers. _____ (number) children that will receive fluoride supplement.	01/01/19-06/30/22	C	Number of children receiving fluoride supplement, identify type of supplement provided, flyer to promote event if conducted on-site. Permission slips maintained by LHJ, if applicable
6.2.8	Send notice home with students to inform parents of any relevant information.	01/01/19-06/30/22	C	Data captured in report to CDPH; correspondence with teachers
6.2.9	Determine total number of children who received fluoride treatment. Follow-up with teachers to ensure notices were sent home.	01/01/19-06/30/22	C	Provide documentation in progress reports. Provide a summary of clinical linkage efforts and on-site events
6.3.1	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.	01/01/19-06/30/22	C	Agenda/Training Materials/Talking Points/List of Participants
6.3.2	Conduct Regional Water District engineer/operator training on the safety, benefits of fluoridation and the important role water engineers/operators have in preventing dental disease.	01/01/19-06/30/22	C	Agenda/ Training Materials, Talking Points/List of Participants
6.3.3	Adapt materials on fluoridation to meet community literacy levels/ languages/cultures or create new fluoridation education materials	01/01/19-06/30/22	C	Community-specific fluoridation Education Materials

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
6.3.4	Conduct a community public awareness campaign on fluoridation and its effectiveness in preventing dental caries.	01/01/19-06/30/22	C	Marketing Materials, such as Public Service Announcements, Radio Ads, Letters to the Editor, etc.
6.3.5	Create LHJ specific webpage on fluoridation and its effectiveness in preventing dental caries.	01/01/19-06/30/22	C	Webpage URL
6.E.1	Identify process and qualitative indicators for school-based or school linked programs and determine if progress on evaluation objectives/indicators.	01/01/19-06/30/22	C	Evaluation Report – identify if target participation rate was met
6.E.2	Identify Success Stories to share with local programs, policymakers, stakeholders, and the general public to help sustain program efforts.	01/01/19-06/30/22	C	Success stories (qualitative case study) and dissemination plan

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Objective 7: By June 30, 2022, work with partners to promote oral health by developing and implementing prevention and healthcare policies and guidelines for programs, health care providers, and institutional settings (e.g., schools) including integration of oral health care and overall health care.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
7.1 Kindergarten Assessment	Convene meetings of local programs (First 5, Maternal, Child and Adolescent Health (MCAH), Denti-Cal, Child Health and Disability Prevention (CHDP), Women, Infants, and Children (WIC), Black Infant Health (BIH), Early Head Start, Head Start, schools, and Home Visiting etc.) and discuss prevention and access to care issues.	01/01/19-06/30/22	C	Schedule of meetings
7.2	Identify the role of partners – outreach, education, assessment, linkage, case management, delivery of services and follow up.	01/01/19-06/30/22	C	Role of partners identified
7.3	Identify facilitators and barriers to care, and gaps.	01/01/19-06/30/22	C	Facilitators and barriers assessed
7.4	Determine the activities for addressing barriers to care	01/01/19-06/30/22	C	Activities identified
7.5	Assess the number of schools currently not reporting Kindergarten assessments to the System for California Oral Health Reporting (SCOHR).	01/01/19-06/30/22	C	Non-participating schools identified
7.6	Identify current processes neighboring schools and identify best practices.	01/01/19-06/30/22	C	Best practices identified
7.7	Identify target schools for intervention.	01/01/19-06/30/22	C	List of target schools identified
7.8	Recruit champions.	01/01/19-06/30/22	C	List of champions recruited

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
7.9	Provide tools and training to make presentations and write letters for educating school board members to pass supporting resolutions.	01/01/19-06/30/22	C	Tool kit prepared; list of presentations made; copy of letters written
7.10	Provide guidance for implementation.	01/01/19-06/30/22	C	Guidance documents distributed to schools
7.11	Conduct meetings of key partners, mobilize the community, and set targets.	01/01/19-06/30/22	C	List of key partners; schedule of meetings held; targets identified
7.E.1	Identify successful strategies to increase the number of Kindergarten Assessments, barriers and challenges to progress. Identify if any new policies were developed as a result of efforts. Communicate results of efforts to partners.	01/01/19-06/30/22	C	Provide summary in progress reports of successes, challenges, lessons learned, and recommendations. Identify if any policies were revised or new policies developed
7.E.2	Identify Success Stories to share with local programs, policymakers, stakeholders, and the general public to help sustain program efforts.	01/01/19-06/30/22	C	Success Stories (qualitative case study) and dissemination plan

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(not selected by San Benito County)

Objective 8: By June 30, 2022, address common risk factors for oral diseases and chronic diseases including tobacco and sugar, and promote protective factors that will reduce disease burden.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
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Objective 9: By June 30, 2022, coordinate outreach programs; implement education, health literacy campaigns and promote integration of oral health and primary care.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
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Objective 10: By June 30, 2022, assess, support, and assure establishment of effective oral healthcare delivery and care coordination systems and resources, including workforce development and collaborations to serve underserved areas and vulnerable populations.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
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Objective 11: By June 30, 2022, create or expand existing local oral health networks to achieve oral health improvements through policy, financing, education, dental care, and community engagement strategies.

#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
11.1	Convene a core group or identify a workgroup from existing AC.	01/01/19-06/30/22	C	List of work group members
11.2	Identify and recruit key groups/organizations and non-traditional partners to participate in the expanded network to develop strategies to improve oral health.	01/01/19-06/30/22	C	Key organizations recruited
11.3	Establish a schedule of meetings.	01/01/19-06/30/22	C	Schedule of meetings, agendas, and meeting minutes
11.4	Identify priority issues identified in the Community Action plan to start the process of addressing issues or problems.	01/01/19-06/30/22	C	List of priorities
11.5	Develop communication plan to identify key messages to communicate priorities and strategies to achieve improved oral health for underserved and vulnerable populations.	01/01/19-06/30/22	C	Communication plan
11.6	Discuss the structure of the work group and determine if the work group needs to be broadened to address the priorities. Recruit additional members and non-traditional members.	01/01/19-06/30/22	C	Organizational structure
11.7	Create a common vision and agree on shared values about the direction.	01/01/19-06/30/22	C	Vision and values
11.8	Develop an action plan; identify short, medium, long-term objectives.	01/01/19-06/30/22	C	Action plan developed
11.E.1	Identify the number of priorities that were addressed, success, challenges, lessons learned and recommendations in an evaluation report.	01/01/19-06/30/22	C	Provide summary in progress reports of successes, challenges, lessons learned, and recommendations

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#	Activity Description	Time Frame	Responsible Party	Evaluation/Deliverable/ Performance Measure
11.E.2	Identify Success Stories to share with local programs, policymakers, stakeholders, and the general public to help sustain program efforts.	01/01/19-06/30/22	C	Success stories (qualitative case study) and dissemination plan

ATTACHMENT B

San Benito County Public Health Services Oral Health Program

B-1. BILLING

Payment Schedule Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ _____, or

☒ a total sum not to exceed \$ 150,800.00 for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

☐ There are no additional terms of compensation.

☒ The following specific terms of compensation shall apply: (Specify)

- a) CONTRACTOR shall be paid at \$130.00 per hour for all Oral Health activities not to exceed the total contract amount. Travel and training shall be paid at this same hourly rate and the overall contract amount is inclusive of up to \$6,000.00 for lodging and meals. Contractor shall submit receipts for all travel related expenses for reimbursement by the COUNTY with monthly invoices.
- b) Invoices shall be incremented in 15, 30 minute or hour segments with written documentation of work plan activities included.

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.