

FUNDING AGREEMENT #5457
Portable Dental Clinic Equipment

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and A Westfall Dental Corporation, a California Corporation, whose principal place of business is 3358 Sandy Way, South Lake Tahoe, CA 96150 (hereinafter referred to as "Subrecipient");

RECITALS

WHEREAS, County's Health and Human Services Agency, Public Health Division, has successfully applied for and received funding through a California Department of Public Health (CDPH) Oral Health Program, Local Oral Health Plan Grant to implement the El Dorado County Oral Health Program; and

WHEREAS, the purpose of the Grant #17-10689 (Grant) is to provide activities that support the state oral health plan to build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community; and

WHEREAS, County, as the primary recipient of the Grant has identified needs that fall within the scope and purpose of the grant. As such, County issued a Letter of Solicitation on March 22, 2019 for the Grant to Sub-award funds to a community partner for the purpose of purchasing portable dental equipment for the provision of providing oral health prevention services for El Dorado County Children, including school-based services; and

WHEREAS, A Westfall Dental Corporation is a community partner that currently operates a dental clinic serving El Dorado County; and

WHEREAS, the Grant funding provided herein will provide a valuable public service that will support expansion of the El Dorado Smiles Mobile Dental Program thereby increasing its capabilities in order to overcome geographic barriers to obtaining oral health care, a common factor impacting the underserved, including rural populations in El Dorado County; and

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant's stated purpose;

NOW, THEREFORE, County and Subrecipient mutually agree as follows:

ARTICLE I

Payment and Use of Funds:

A. Article I – Payment and Use of Funds, is replaced in its entirety as follows:

ARTICLE I

Payment and Use of Funds:

For the sole purpose of purchasing items detailed in, “Project,” County agrees to reimburse up to a maximum amount of \$40,000 to Subrecipient following final execution of this Agreement and within forty-five (45) days of receipt and approval of a Statement of Funds to include an original invoice(s) on Subrecipient’s letterhead referencing this Agreement #5457 and CDPH Grant Agreement No. 17-10689. Copies of paid vendor invoices for purchased items must be included for reimbursement. Equivalent substitution of Project items or adjustments due to pricing changes is permissible as long as the total purchases do not exceed \$40,000.

PROJECT	
Item Description	
Portable Hand-Held X-Ray Unit	
Rechargeable Battery Pack	
Carrying Case	
Portable dental all-in-one power unit	
Dental Compressor 110V	
Portable Pediatric Dental Chair with carrying case	
Portable Dental LED Light	
Portable Sterilizer/Autoclave	
Portable Dental Supplies Case	
Portable Tray Stand	
Portable Operator Stool	
Curing Light	
Dental Lead-Free X-Ray Apron with Collar. Adult Blue	
Patient Chair, Adult	
Intraoral X-Ray Sensor, Size 1	
Intraoral X-Ray Sensor, Size 2	
Intraoral camera	
Ultrasonic Scaler	
Tip for Ultrasonic Scaler	
Portable Isolation System	
Laptop	
Dental Supplies/Miscellaneous small equipment	
TOTAL	\$40,000

- A. Invoices shall be submitted to the County either via e-mail to PHinvoice@edcgov.us or mailed to the following address:

County of El Dorado
Health and Human Services Agency
Attn: Fiscal Unit
3057 Briw Road, Suite B
Placerville, California 95667

or to such other location as County directs.

All funding shall be used for the purchases identified herein and not for staff time, administrative, or overhead costs. Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

- B. Article II – Term, is replaced in its entirety as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period of July 1, 2021, through June 30, 2022, or until the final statement of funds report has been accepted by the County unless terminated earlier pursuant to the provisions contained herein this Agreement under Article titled, “Termination of Agreement,” or Article titled, “Fiscal Considerations.”

ARTICLE II

Funding Credit: Subrecipient agrees to credit the County and CDPH for the grant on all printed or internet materials generated for the Project during the grant cycle by using the County seal, unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready County seal will be provided upon request. If there are no printed materials, credit to the County and CDPH is to be announced by Subrecipient verbally at the event or program.

ARTICLE III

Local Sourcing: Subrecipient shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Reports Required: Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred in accordance with this Agreement in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying, as well as access for a site visit to inventory the purchased items.

Upon request by County, Subrecipient shall make available copies of any procurement system guidelines, invoices, bids, and other information that was used in the purchase of said items.

ARTICLE VI

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Subrecipient.

ARTICLE VII

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Furthermore, CDPH reserves the right to cancel Grant #17-1 0689, from which this Sub Grant is awarded. In the event County is notified of cancellation of Grant #17-10689, County reserves the right to terminate this Sub Grant pursuant to Article titled, "Compliance with applicable terms and conditions from Grant agreement #17-1 0689" Section N ., "Cancellation/Termination" below.

ARTICLE IX

Audit by California State Auditor: Grantee agrees that the Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Subrecipient shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Rd., Suite B
Placerville, CA 95667
ATTN: Contracts Unit

With a copy to:

COUNTY OF EL DORADO
Procurement and Contracts Division
2850 Fairlane Ct., Bldg. C, 2nd Floor
Placerville, CA 95667
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Subrecipient shall be addressed as follows:

WESTFALL DENTAL CORPORATION
April Westfall, DMD
PO Box 551167
South Lake Tahoe, CA 96150

or to such other location as the Subrecipient directs.

ARTICLE XI

Administrator: The County Officer or employee with responsibility for administering this Agreement Nancy Williams, MD, Public Health Officer, Health and Human Services Agency, or successor.

ARTICLE XII

Change of Address: In the event of a change in address for Subrecipient's principal place of business, Subrecipient's Agent for Service of Process, or Notices to Subrecipient, Subrecipient shall notify County in writing pursuant to the provisions contained in this Agreement under Article titled, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIII

Termination of Agreement: This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party.

ARTICLE XIV

Indemnity: The Subrecipient shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Subrecipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Subrecipient, subcontractors(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Subrecipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Subrecipient shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Subrecipient maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Subrecipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. In the event Subrecipient is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- D. Subrecipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Subrecipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event the Subrecipient fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- I. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- J. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- K. In the event Subrecipient cannot provide an occurrence policy, Subrecipient shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- L. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Subrecipient under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Subrecipient: Subrecipient covenants that Subrecipient presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subrecipient.

ARTICLE XVIII

Nondiscrimination: Subrecipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Subrecipient and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Subrecipient shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, and the applicable regulations of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

- A. Subrecipient and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Subrecipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Subrecipient's signature shall provide any certifications necessary under the Federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

Assignment: This Agreement is not assignable by Subrecipient in whole or in part without the express written consent of County.

ARTICLE XXI

Compliance with Laws, Rules, and Regulations: Subrecipient shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXII

Compliance with applicable terms and conditions from Grant agreement #17-10689: Subrecipient, by signing this Agreement, becomes a subrecipient of funds awarded to the County via the January 1, 2018- June 30, 2022 California Oral Health Program Local Oral Health Plan Grant Agreement #17-10689 awarded by California Department of Public Health. As such, Subrecipient agrees to adhere to all applicable terms and conditions from the #17-10689 Grant Agreement, including those stated in the Exhibits incorporated within the Agreement, available at <http://www.edcgov.us/HHSAFForContractors/> including but not limited to the below conditions.

- A. ADDITIONAL INCORPORATED DOCUMENTS:** 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 County with copies of said documents and any periodic updates thereto, under separate cover. Documents may be accessed by subgrantee at: *Local Health Jurisdiction Local Oral Health Program Guidelines for Grant Application*
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CDCB/CDPH%20Document%20Library/Oral%20Health%20Program/2017-2022%20Phase%20I%20LHJ%20LOHP%20Guidelines%208-23-17%20-%20ADA%205-14-18.pdf>
- B. AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water.

C. AVOIDANCE OF CONFLICTS OF INTEREST BY SUBRECIPIENT:

1. 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/Subrecipient to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
2. Conflicts of interest include, but are not limited to:
 - (a) 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.
 - (b) 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.
3. If CDPH is or becomes aware of a known or suspected conflict of interest, the County 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. In the event termination of Grant occurs due to conflict of interest, Subrecipient award shall be terminated pursuant to Section N above, "Cancellation I Termination"

D. CANCELLATION I TERMINATION: The following conditions are applicable to County Grant #17-10689 Agreement with CDPH and thereby apply to Subrecipient and would likewise lead to cancellation or termination of this Agreement:

1. Grant # 17 -I 0689 may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
2. CDPH reserves the right to cancel or terminate Grant #17-10689 immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
3. The term "for cause" shall mean that the Grantee/ Subrecipient fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - (a) If the Grantee/Subrecipient knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

- (b) If the Grantee/Subrecipient fails to perform any material requirement of this Grant/ Sub Grant or defaults in performance of this agreement.
 - (c) If the Grantee/Subrecipient files for bankruptcy, or if CDPH determines that the Grantee/Subrecipient becomes financially incapable of completing this agreement.
4. Grant/ Sub 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.
 5. 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/ Sub Grant.
 6. In the event of termination, and at the request of CDPH, the Grantee/Subrecipient shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant/ Sub Grant, whether finished or in progress on the termination date.
 7. The Grantee/Subrecipient will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
 8. Upon receipt of notification of termination of this Grant/Sub Grant, and except as otherwise specified by CDPH, the Grantee/Subrecipient shall:
 - (a) Place no further order or subgrants for materials, services, or facilities.
 - (b) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - (c) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee/Subrecipient 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/Subrecipient for its services.
 - (d) 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/Subrecipient and in which CDPH has or may acquire an interest.
 9. CDPH may, at its discretion, require the Grantee/Subrecipient 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/Sub Grant.

E. CONTRACTOR NAME CHANGE: An amendment is required to change the Subrecipient's name as listed on this Agreement. Upon receipt of legal documentation of the name change County will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

F. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
2. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

G. DRUG-FREE WORKPLACE REQUIREMENTS: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation and employee assistance programs; and,
 - (d) penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
 - (a) receive a copy of the company's drug-free workplace policy statement; and,
 - (b) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the County determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code Section 8350 et seq.)

H. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

I. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:

Subrecipient 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. Subrecipient further agrees that it will maintain separate accounts of federal funding in accordance with generally accepted accounting principles.

- J. GOVERNING LAW:** This Grant/Sub Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
- K. INDEPENDENT CONTRACTOR:** Subrecipient, and its agents and employees of Subrecipient, in the performance of the Project, shall act in an independent capacity and not as officers, employees, or agents of the County.
- L. MEDIA EVENTS:** County shall notify the CDPH'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 CDPH's representatives. Note: As this is a CDPH requirement of County, Subrecipient shall notify County Contract Administrator of same at least thirty (30) days in advance pursuant to Article titled, "Administrator," and Article titled, "Notice to Parties" to enable our mutual full compliance.
- M. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code Section 1 0296) (Not applicable to public entities.)
- N. NO THIRD-PARTY RIGHTS:** The County and Subrecipient do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant.
- O. NOTICE:** County is required to promptly notify the CDPH'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, *therefore, Subrecipient shall notify County Contract Administrator pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties. " of any events, developments or changes that could affect this agreement or the budget approved for the Sub Grant for Grant #17-10689.*
- P. PROFESSIONALS:** Subrecipient agrees that only licensed professionals will be used to perform services under this agreement where such services are called for.
- Q. RECORDS:** Subrecipient certifies that it will maintain funding accounts in accordance with generally accepted accounting principles. Subrecipient further certifies that it will comply with the following conditions for a grant award:
1. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 2. 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;

3. 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;
4. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
5. 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.

R. RELATED LITIGATION: Under no circumstances may Subrecipient use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee/ Subrecipient and CDPH *or between the Subrecipient and the County.*

S. RIGHTS IN DATA: Grantee/ Subrecipient and the County agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted in the performance of the Project funded by this Grant shall be in the public domain. Subrecipient 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 County for financial support. Subrecipient shall not utilize the materials submitted to the County (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The County has the right to use submitted data for all governmental purposes.

T. VENUE: The County and Grantee/ Subrecipient agree that any action arising out of this Grant/ Sub 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.

ARTICLE XXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Nancy Williams, MD
Public Health Officer
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Donald Semon
Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #4115 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SUBRECIPIENT --

A WESTFALL DENTAL
A CALIFORNIA CORPORATION

By: _____
April Westfall, DMD
Chief Executive Officer
"Subrecipient"

Dated: _____