NAPA COUNTY AGREEMENT NO. 250090B
GRANT AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of August 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **OLE HEALTH, dba COMMUNICARE OLE,** a California nonprofit corporation whose business address is 1141 Pear Tree Lane, Suite 100, Napa, CA 94558, hereinafter referred to as "GRANTEE."

RECITALS

WHEREAS, COUNTY has Tobacco Settlement Funds which may be used for any lawful purpose; and

WHEREAS, COUNTY recognizes that a significant number of Napa County adults and children are living at or below the Federal Poverty Level who cannot afford to pay for inpatient and outpatient services, including related prevention, education, and smoking cessation programs; and

WHEREAS, COUNTY wishes to use a portion of the Tobacco Settlement Funds to provide grants to respond to the areas of food insecurity, housing instability, physical healthcare for those who are vulnerable (age 65 or older, or those with underlying health conditions), as well as behavioral healthcare; and

WHEREAS, GRANTEE has submitted a Proposal to COUNTY, requesting a grant from COUNTY's Tobacco Settlement Funds to fund a Program, described in Exhibit "A," attached hereto and incorporated by reference herein, to serve this population; and

WHEREAS, on July 18, 2023, COUNTY and GRANTEE entered into Napa County Agreement No. 240045B for GRANTEE to provide a similar program with grant funding from COUNTY's Tobacco Settlement Funds which has yet to expire; and

WHEREAS, COUNTY and GRANTEE wish to terminate Agreement No. 240045B and replace it with this Agreement No. 250090B as of the effective date of this Agreement; and

NOW, THEREFORE, for valuable consideration, the adequacy of which is hereby acknowledged, COUNTY and GRANTEE agree as follows:

TERMS

1. **Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on July 1, 2024 and shall expire on **June 30, 2027** unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 3 (Use of Funds, Return of Surplus), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), Paragraph 6 (Maintenance, Inspection, and Retention of Records) and Paragraph 14 (Confidentiality) shall survive the expiration or early termination date, and Paragraphs 11 (Insurance) and 12 (Indemnification) shall continue in

full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time after complying with the conflict resolution provision in Exhibit "A," by giving written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(c) Termination of Prior Agreement. Agreement No. 240045B shall terminate effective August 6, 2024, releasing COUNTY and GRANTEE of their obligations thereunder except for those obligations identified in Paragraph 1(a) of Agreement No. 240045B as surviving early termination or as otherwise specified in this Agreement. COUNTY and GRANTEE hereby waive the conflict resolution provisions and prior notice of early termination set forth in Paragraph 1(b) of Agreement No. 240045B.

2. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B", attached hereto and incorporated by reference herein. GRANTEE acknowledges that the term of this Agreement extends over multiple fiscal years, and that payment under this Agreement is contingent on the Board of Supervisors appropriating sufficient funding for this Agreement in those fiscal years. This Agreement may be terminated if sufficient funding is not appropriated by the Board of Supervisors for each fiscal year. GRANTEE is not obligated to provide the Program if sufficient funding is not appropriated for that fiscal year, nor is COUNTY obligated to pay GRANTEE any amounts not duly appropriated and authorized by the Board of Supervisors.

3. **Use of Funds by GRANTEE, Return of Surplus.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Program set forth in Exhibit "A." Funds must be expended within the fiscal year, as according to the Grant Payment Date table in Exhibit "B", in order to comply with the rules of accrual-based accounting. If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term and, if necessary, modify the Program to allow for full expenditure of the funds, then GRANTEE shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

4. **Return of Funds.** If GRANTEE fails to fulfill in a timely and proper manner GRANTEE's obligations under this Agreement or otherwise breaches this Agreement, or fails to complete the Program in a timely fashion, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY all grant funds provided hereunder. If GRANTEE uses any portion of the grant funds provided under this Agreement for a purpose other than the Program, GRANTEE shall, upon written demand by the County Executive Officer, return to COUNTY the portion of such grant funds not used for the Program. Return of grant funds under this Paragraph shall occur within thirty (30) days of receipt by GRANTEE of written demand therefore from the County Executive Officer and shall include any interest earned thereon by

GRANTEE. Return of grant funds under this paragraph shall be in addition to any other remedies available to COUNTY by law.

5. Reporting. GRANTEE shall submit to COUNTY quarterly reports pursuant to the schedule set forth in Exhibit "B." Both reports must summarize activities of GRANTEE up to the end of the report period pertaining to progress of the Program and shall specifically include the number of services provided (if applicable), a statement of any expenditure of the funds provided hereunder as well as a general accounting of all revenues received and commitments or expenditures made for the Program from any public or private source. The final Program report shall include any performance indicators and/or outcome measures identified in the original application. Said reports shall be presented within thirty (30) days of the end of each quarter. Said reports shall be sent to: msa@countyofnapa.org.

6. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Program and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, program information and other records pertaining to the overall operations of GRANTEE in relation to the Program, and shall allow such representatives to review and inspect GRANTEE's facilities and program operations relating to the Program. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

7. **Licensing and Credentials.** During the term of this Agreement, GRANTEE hereby agrees to file with COUNTY copies of all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with the Program.

8. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. GRANTEE hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

9. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation, state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

10. **Assignments or Subcontracts**. A consideration of this Agreement is the community reputation and special expertise, resources, and service program(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

11. **Insurance.** GRANTEE shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, GRANTEE shall provide workers' compensation insurance for the performance of any GRANTEE's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. GRANTEE shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of GRANTEE or any officer, agent, or employee of GRANTEE under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of GRANTEE arising out of or in connection

with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with GRANTEE 's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If GRANTEE owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If GRANTEE or GRANTEE's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, GRANTEE shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced above shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by GRANTEE with the Health and Human Services Agency prior to commencement of performance of any of GRANTEE 's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in paragraph 11(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in paragraph 11(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, GRANTEE shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, GRANTEE shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of GRANTEE not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of GRANTEE under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, GRANTEE shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of GRANTEE by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. GRANTEE agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 11.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve GRANTEE, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

12. **Indemnification.** To the full extent permitted by law, GRANTEE shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

13. **Compliance with Laws.** GRANTEE shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. When engaged in any activities funded under this Agreement, GRANTEE and its officers, employees, subcontractors and volunteers shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race,

color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. GRANTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, GRANTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to GRANTEE services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and GRANTEE and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

(c) Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy" which is found in the Napa County Policy Manual Part I, Section 8D.

(d) Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

(e) Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

(f) "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A. To this end, all employees and subcontractors of GRANTEE whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(g) Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

(h) Inclusion in Subcontracts. To the extent any of the obligations required of GRANTEE under this Agreement are subcontracted to a third party, GRANTEE shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

14. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to GRANTEE which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. GRANTEE shall hold all such information as GRANTEE may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Health and Human Services. Upon cancellation or expiration of this Agreement, GRANTEE shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that GRANTEE may retain for its files a copy of GRANTEE's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent GRANTEE is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), GRANTEE shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. GRANTEE shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by GRANTEE.

(2) GRANTEE shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, GRANTEE shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 14.

(3) GRANTEE agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware.

(4) GRANTEE will be responsible for all costs associated with GRANTEE's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If GRANTEE will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, GRANTEE shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by GRANTEE shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited. Additionally the following is required:

(1) All desktop and laptop computers, as well other similar type computer systems, used by GRANTEE shall be encrypted using the same encryption algorithm described

above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

(2) Upon termination of this agreement, GRANTEE shall purge all COUNTY data from all GRANTEE's systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

(3) GRANTEE shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

15. **Notices**. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	GRANTEE
Dr. Christine Wu, Dep. Dir. of PH	Alicia Hardy, CEO
Health & Human Services Agency	CommuniCare OLE
2751 Napa Valley Corporate Drive	1141 Pear Tree Lane, Suite 100
Napa, CA 94559	Napa, CA 94558

16. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

17. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

18. **Amendment/Modification.** COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits "A" and "B," attached to this Agreement, provided that any such amendment is in writing, and does not add new services to be provided or increase the maximum compensation available under this Agreement.

19. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

20. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

21. **Severability.** If any provision of this Agreement or portion thereof is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of the Agreement.

22. **Acknowledgment of Funds.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, GRANTEE shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa." For media advisories, press releases or other press material, GRANTEE shall use the funding language set forth in Exhibit "A."

23. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

24. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by GRANTEE through its duly authorized officers.

OLE HEALTH dba COMMUNICARE OLE

By_____
ALICIA HARDY, Chief Executive Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
JOELLE GALLAGHER, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: July 12, 2024	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
MSA Scope of Work
OLE Health dba CommuniCare OLE
Dental Access Program
FY 2024-2025/ FY 2025-2026/ FY 2026-2027

1. **Program Name:** Dental Access Program

2. **Program Description and Services to be Provided** (include target population, outreach, program goals etc.)

   CommuniCare+OLE (CC+OLE) has three dental services locations in Napa County and is the safety-net provider for dental patients in the area. CC+OLE offers bilingual services in English and Spanish with culturally diverse staff. CC+ OLE dental patients are primarily low-income (80%) at or below 200% FPL, Latino (65%), and prefer to speak Spanish (52%), 21% are migrant/agricultural workers or their dependents, and covered by Medi-Cal/Denti-Cal.

   Four main elements of the CC+OLE program include 1) reducing challenges and barriers to care for patients with outstanding dental care plans; 2) increasing access to dental care for children by improving preventative dental health measures for expectant mothers, infants, and children including increasing the mothers' dental health awareness; 3) maintaining dentistry skill development enabling dentists to perform complex-level dental surgical procedures at the three dental services sites in Napa County; and 4) working with patients to identify and reduce social determinants of health that are barriers to the patients achieving wellness goals, provide resource referral assistance, warm handoffs to behavioral health and nutritionists, and assistance in scheduling appointments with internal and outside provider referrals.

3. **Activities, Outputs, and Deliverables:** GRANTEE will perform the following activities over the term of the contract:

Activities/Outputs	**Target**
Patients per year with outstanding dental plans will resume the completion of their plan to get full spectrum of dental needs met.	600
OB patients per year will make dental visits.	150
New pediatric patients per year will have their first dental visit at 6 months old or when they get their first tooth.	350
Adults per year will receive specialty dental services on site.	200
Screenings per year will be conducted in the dental services department.	4,320
Patients per year are provided with warm-handoffs or resources based on screening results and patients' needs.	100

Patients per year provided with assistance with Urgent/Stat appointments and referrals based on treatment needed.	200

4. **Outcomes:** GRANTEE will achieve the following outcomes during the grant period:

Targeted Outcomes	**Target**
Patients over 12 years old who come in for an appointment will complete depression and tobacco screenings by Year 3.	90%
Patients over 12 years old who come in for an appointment will complete nutrition screening by Year 3.	70%
Oral pathology patients will receive care management support to ensure follow-up with a specialist and receive results or treatment plan of action by Year 3.	90%
Increase dental access for low-income individuals by Year 3, including BIPOC, including children and older adults.	25%
Reduce the number of patients with delayed dental care by Year 3, as measured by dental patient tracking plan completion data.	30%

CONFLICT RESOLUTION AND MEDIATION

In the event COUNTY or GRANTEE encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the Health and Human Services Director, or designee, or GRANTEE executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of contract, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

RECOGNITION OF COUNTY FUNDING

All press releases, media advisories and other press material referencing programs funded by The Tobacco Master Settlement Agreement (MSA) shall include the following tagline at the bottom of the release/advisory:

OLE Health dba CommuniCare OLE is funded by Napa County Tobacco Master Settlement Agreement (MSA) funds. It is one of several MSA programs implemented by the County of Napa, which strive to improve health outcomes for individuals and families throughout the community.

EXHIBIT B
GRANT PAYMENTS & REPORT TEMPLATE
OLE Health dba CommuniCare OLE
Dental Access Program

COUNTY shall issue warrants to GRANTEE for a total amount of $452,738 pursuant to the following schedule to fund the program and related expenses. The quarterly reports due as noted below shall each cover the activities conducted and expenditures made 1) during the previous quarter and 2) year-to-date ending on the last date of the quarter. GRANTEE shall use the MSA Quarterly and Full Year Activity Report and MSA Quarterly and Full Year Expenditure Report templates included below.

COUNTY shall not release the payment until GRANTEE delivers the report to the COUNTY covering the previous period and such report is approved by the COUNTY.

FISCAL YEAR 2024-25		
Quarterly and YTD Report Due	**Grant Payment Date**	**Grant Payment Amount**
August 6, 2024 for: 1) April 1, 2024 - June 30, 2024 2) Year-to-Date (carry-over from Agreement No. 240045B)	On or about August 20, 2024	$50,797
November 3, 2024 for July 1, 2024 – September 30, 2024	November 11, 2024	$50,797
February 3, 2025 for: 1) October 1, 2024 – December 31, 2024 2) Year-to-Date	February 10, 2025	$50,796
May 1, 2025 for: 1) January 1, 2025 - March 31, 2025 2) Year-to-Date	May 12, 2025	$50,796
August 1, 2025 for: 1) April 1, 2025 -June 30, 2025 2) Year-to-Date	N/A	N/A
FISCAL YEAR 2025-26		
Quarterly and YTD Report Due	**Grant Payment Date**	**Grant Payment Amount**
N/A	On or about August 11, 2025	$43,401
November 3, 2025 for July 1, 2025– September 30, 2025	November 10, 2025	$43,401
February 3, 2026 for: 1) October 1, 2025 – December 31, 2025	February 9, 2026	$43,401

2) Year-to-Date		
May 1, 2026 for: 1) January 1, 2026 - March 31, 2026 2) Year-to-Date	May 11, 2026	$43,401
August 3, 2026 for: 1) April 1, 2026 June 30, 2026 2) Year-to-Date	N/A	N/A
FISCAL YEAR 2026-27		
Quarterly and YTD Report Due	**Grant Payment Date**	**Grant Payment Amount**
N/A	On or about August 10, 2026	$18,987
November 2, 2026 for July 1, 2026–September 30, 2026	November 9, 2026	$18,987
February 3, 2027 for: 1) October 1, 2026 – December 31, 2026 2) Year-to-Date	February 8, 2027	$18,987
May 1, 2027 for: 1) January 1, 2027 - March 31, 2027 2) Year-to-Date	May 10, 2027	$18,987
August 3, 2027 for: 1) April 1, 2027 June 30, 2027 2) Year-to-Date	N/A	N/A

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, GRANTEE may modify the maximum amount of individual budget items in its final approved budget for each fiscal year for the program. For each fiscal year, the dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to GRANTEE in writing. Funds may not be transferred between fiscal years.

MSA QUARTERLY & FULL YEAR ACTVITY REPORT

Reporting Period: _____

Summary of Activities Pertaining to the Contract (Narrative):

Activities/Outputs	FY Target	Qtr. 1 Total	Qtr. 2 Total	Qtr. 3 Total	Qtr. 4 Total	YTD Total
Number of OB patients who made dental visits.	150					
Number of new pediatric patients who had their first dental visit at 6 months old or when they get their first tooth.	350					
Number of adults who received specialty dental services on site.	200					
Number of patients provided with warm-handoffs or resources based on screening results and patients' needs.	100					
Number of patients per year provided with assistance with Urgent/Stat appointments and referrals based on treatment needed.	200					

Targeted Outcomes	Measures	FY Target	Qtr. Total	YTD Total
90% of patients over 12 years old who come in for an appointment will complete depression and tobacco screenings by Year 3.	Number of depression and tobacco screenings completed for patients age 12+ who came in for an appointment	4320		
	Number of patients age 12+ who came in for an appointment	4800		
70% of patients over 12 years old who come in for an appointment	Number of screenings completed for patients age 12+ who came in for an appointment	3360		

will complete nutrition screening by Year 3.	Number of patients age 12+ who came in for an appointment	4800		
90% oral pathology patients will receive care management support to ensure follow-up with a specialist and receive results or treatment plan of action by Year 3.	Number of patients who received care management support	324		
	Number of oral pathology patients	360		
25% increase dental access for low-income individuals by Year 3, including BIOPOC, including children and older adults.	Number of additional low-income patients	1750		
	Total number of low-income patients	7000		
30% reduction in the number of patients with delayed dental care by Year 3, as measured by dental patient tracking plan completion data.	Number of patients with outstanding dental plans who resumed the completion of their plan to get full spectrum of dental needs met	600		
	Number of patients with outstanding dental plans	2000		

MSA QUARTERLY & FULL YEAR EXPENDITURE REPORT

AGENCY:

PROGRAM:

AGREEMENT NUMBER:

STATEMENT OF EXPENDITURES:

Description	Approved Budget	Quarterly Expenditures	Year-to-Date Cumulative Expenditures	Remaining Budget
Personnel:				
Position 1				
Position 2				
Position 3				
Total Personnel				
Operating Expenses:				
Item 1				
Item 2				
Item 3				
Total Operating Expenses				
Program Expenses:				
Program Expense 1				
Program Expense 2				
Program Expense 3				
Total Program Expenses				
TOTAL EXPENSES				