



# MARIPOSA COUNTY

Health · (209) 966-3689



## **RESOLUTION - ACTION REQUESTED 2018-364**

MEETING: July 24, 2018

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer

RE: Grant Funding Agreement with First 5 for the Health Department  
Children's Dental Health Program

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Grant Funding Agreement with First 5 of Mariposa County, for the Health Department's Children's Dental Health Program for Fiscal Years 2018-2019 in the Amount of \$25,000; and Authorize the County Health Officer to Sign the Agreement.

The Health Department has been partnering with First 5 of Mariposa County in providing a dental health program for children under six years of age for over eight years. The objective of the Dental program is to help all Mariposa County children under six to reach their optimum oral health.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Health Department has been partnering with First 5 of Mariposa County for the last eight years to provide funding for the Health Department's Children's Dental Health Program for children under six years of age. On May 19, 2015, the Board of Supervisors approved a three year grant funding agreement in the amount of \$30,000 per fiscal year for a total of \$90,000 with Resolution 2015-226.

On May 20, 2014 the Board of Supervisors approved the First Amendment to Contract for Services increasing the Contract by \$6,000. The agreement allows a change to the compensation from \$50,000 to \$56,000 for the Fiscal Year 2013-2014 with Resolution # 2014-220.

The Board of Supervisors approved the Amended Agreement on February 18, 2014 approving an additional \$5,000 from January 25, 2014 to June 30, 2014 to the Children's Dental Program to augment the grant because the success of the program has lead to funding shortage. The additional \$5,000 was approved with Resolution # 2014-64.

On January 7, 2014 the Health Department brought back to the Board an Amended Agreement allowing the Health Officer flexibility to pay invoices across Fiscal Years, if necessary until end of Fiscal Year 2014-2015 with Resolution # 2014-10.

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On August 21, 2012 the Board of Supervisors approved the Agreement with First 5 of Mariposa County with Resolution # 2012-432 and on February 3, 2009 the Board of Supervisors approved the implementation of the Childhood Dental Health Program with Resolution # 2009-52.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Fund program from General Fund.
2. Do not apply for grant program.

### **FINANCIAL IMPACT:**

**The appropriate funding for the program has been included in the proposed budget for Fiscal Year 2018-2019.**

### **ATTACHMENTS:**

**Grant Funding Agreement with First 5 Mariposa for the Health Department's Children's Dental Health Program for FY 2018-2019 (PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Kevin Cann, District IV Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

THIS AGREEMENT is entered into on the most recent date of execution below by and between First 5 of Mariposa County, hereinafter referred to as "**COMMISSION**" and MARIPOSA COUNTY HEALTH DEPARTMENT referred to as "**RECIPIENT**",

MARIPOSA COUNTY HEALTH DEPARTMENT  
CONTACT: MARGARITA KING  
CHILDREN'S DENTAL HEALTH PROGRAM  
5085 BULLION STREET  
P.O. BOX 5  
MARIPOSA, CA 95338  
PHONE: (209) 966-3689

WITNESSETH:

**WHEREAS**, **COMMISSION** was formed to help create and implement a comprehensive, collaborative, and integrated system of information and services to promote, support, and optimize early childhood development for children from the prenatal stage to five (5) years of age, and

**WHEREAS**, **COMMISSION** has determined in carrying out its goals and objectives to make monetary grants to deserving organizations to further **COMMISSION'S** mission, and

**WHEREAS**, **RECIPIENT** has filed with **COMMISSION** a request for grant funds, and

**WHEREAS**, **COMMISSION** has approved the request for grant funds from **RECIPIENT**, and

**WHEREAS**, the parties hereto desire to enter into this **Agreement** in order for **COMMISSION** to disburse grant funds to **RECIPIENT**;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. **TERM:** This **Agreement** shall become effective on the 1<sup>st</sup> day of July, 2018, and shall terminate on the 30<sup>th</sup> day of June, 2019, unless terminated earlier pursuant to the terms and conditions of this **Agreement**.
2. **METHOD FOR PERFORMING SERVICES:** It is the express intention of the parties that **RECIPIENT** is an independent entity and not an employee, agent, joint venturer or partner of **COMMISSION**. Nothing in this **Agreement** shall be interpreted or construed as creating or establishing the relationship of employer and employee between **COMMISSION** and **RECIPIENT**. Both parties acknowledge that **RECIPIENT** is not an employee for state or federal tax purposes.
3. **ACTIVITIES TO BE PERFORMED BY RECIPIENT:** **RECIPIENT** agrees to perform the activities and deliver the services as described on Exhibit "A" attached hereto and by this reference incorporated herein. **RECIPIENT** will determine the method, details, and means of performing the above-described services. **COMMISSION** shall not have the right to, and shall not, control the manner or determine the method of accomplishing **RECIPIENT'S** services. **RECIPIENT** may, at the **RECIPIENT'S** own expense, employ such assistants as

**RECIPIENT** deems necessary to perform the services required of **RECIPIENT** by this **Agreement**. **COMMISSION** does not control, direct, or supervise **RECIPIENT'S** assistants or employees in the performance of those services. **RECIPIENT** assumes full and sole responsibility for the payment of all compensation and expenses of its assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

4. **PAYMENT OF GRANT FUNDS:** In consideration of the activities and services to be performed by **RECIPIENT**, **COMMISSION** agrees to disperse **RECIPIENT** grant funds in the amount of \$25,000 based upon the schedule as delineated on Exhibit "B".
5. **FINANCIAL REPORTING:** **RECIPIENT** shall document the grant Agreement expenditures pursuant to the reporting requirements contained in Exhibit "C" attached hereto and by this reference incorporated herein.
6. **INDEMNIFICATION:** **RECIPIENT** agrees to indemnify, defend, and save harmless the **COMMISSION**, its officers, agents and employees from any and all claims and/or losses for personal injury or property damage arising from **RECIPIENT'S** activities whether negligent or intentional to any officer, employer, agent or any other person, firm or corporation in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the **RECIPIENT** and the performance of any activity funded or conducted in conjunction with this **Agreement**.
7. **WORKER'S COMPENSATION:** **RECIPIENT** shall provide Worker's Compensation Insurance as required by the State of California for all services provided hereunder. Written proof of such insurance shall be provided before conducting any activity funded by this grant.
8. **RECIPIENT** shall not assign any of its duties, services to be performed, obligations, or activities under this **Agreement** without the prior written consent of **COMMISSION**.
9. **STATE AND FEDERAL TAXES:** As **RECIPIENT** is not **COMMISSION'S** employee, **RECIPIENT** is responsible for paying all required state and federal taxes. In particular: **COMMISSION** will not withhold FICA (Social Security) from **RECIPIENT'S** payments; **COMMISSION** will not make state or federal unemployment insurance contributions on behalf of **RECIPIENT**; **COMMISSION** will not withhold state or federal income tax from payment to **RECIPIENT**; **COMMISSION** will not make disability insurance contributions on behalf of **RECIPIENT**; **COMMISSION** will not obtain Worker's Compensation Insurance on behalf of **RECIPIENT**.
10. **TERMINATION:** Should **RECIPIENT** default in the performance of this **Agreement** or materially breach any of its provisions, **COMMISSION** at **COMMISSION'S** option may terminate this **Agreement** by giving ten days written notice to **RECIPIENT**. In the event that **COMMISSION** terminates this **Agreement** prior to full performance, **RECIPIENT** shall return any unused funds dispersed to **RECIPIENT** hereunder immediately upon termination.

**COMMISSION** hereto may terminate this **Agreement** upon ninety-(90) days advance written notice to the **RECIPIENT**. From and after the date of termination, **RECIPIENT** shall cease performance of the obligations specified in Exhibit "A".

11. **PURCHASE OF FIXED ASSETS:** Purchase of fixed assets by **RECIPIENT** with grant funds shall be governed by **COMMISSION'S** Fixed Asset Policy which is attached hereto marked Exhibit "D" and by this reference incorporated herein.
12. **EXECUTION OF AGREEMENT BY RECIPIENT:** Upon execution of this **Agreement** by **RECIPIENT** the individual signing on behalf of **RECIPIENT** shall provide to **COMMISSION** a duly

authorized Resolution of **RECIPIENT** giving the individual authority to sign or other proof of authority satisfactory to **COMMISSION**.

13. **NOTICES:** Any notices to be given hereunder by either party to the other may be effected both by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below: Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**COMMISSION:** Executive Director  
Mariposa County First 5 Commission  
P.O. Box 966  
Mariposa, California 95338

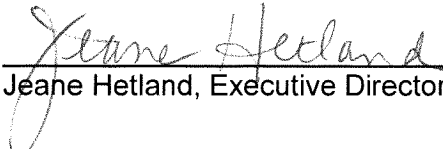
**RECIPIENT:** **MARIPOSA COUNTY HEALTH DEPARTMENT**  
DR. ERIC SERGIENKO, MD, MPH (PUBLIC HEALTH OFFICER)  
5085 BULLION STREET  
P.O. Box 5  
MARIPOSA, CA 95338  
PHONE: (209) 966-3689


**ENTIRE AGREEMENT OF THE PARTIES:** This **Agreement** supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by **RECIPIENT** for **COMMISSION** and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this **Agreement** acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this **Agreement** shall be valid or binding. Any modification of this **Agreement** will be effective only if it is in writing signed by the party to be charged.

14. **GOVERNING LAW:** This **Agreement** will be governed by and construed in accordance with the laws of the State of California.

**COMMISSION:** FIRST FIVE MARIPOSA COUNTY  
P.O. Box 966  
5065 JONES ST  
MARIPOSA, CA 95338

**RECIPIENT:** MARIPOSA COUNTY HEALTH DEPT.  
5085 BULLION STREET  
P.O. BOX 5  
MARIPOSA, CA 95338  
ATTN: DR. ERIC SERGIENKO, MD  
MPH  
(209) 966-3689


  
Jeane Hetland, Executive Director

  
Recipient, Dr. Sergienko, MD, MPH, Health Officer

Date: July 1, 2018

Date: July 1, 2018

APPROVED AS TO FORM:

  
STEVEN W. DAHLEM  
COUNTY COUNSEL

**ACTIVITIES TO BE PERFORMED BY RECIPIENT:**  
**EXHIBIT A-**

1. THE RECIPIENT SHALL PROVIDE A CHILDREN'S DENTAL HEALTH PROGRAM WHICH WILL PROVIDE ASSISTANCE IN THE FOLLOWING WAY:
  - THE HEALTH DEPARTMENT SCHEDULING CHILDREN WITH DENTISTS;
  - THE SCHEDULING AND ORIENTATION /SCREENINGS FOR CHILDREN IN DENTAL OFFICES; AND IDENTIFYING DENTAL PROBLEMS
  - EMERGENCY DENTAL TREATMENT FOR CHILDRE 0 TO 6 YEARS-OF-AGE
  - PARENT ASSISTANCE WHENEVER POSSIBLE AND OTHER FORMS OF PAYMENT SOUGHT—GRANTS—PAYMENT PLAN, ETC.
  
2. THE FUNDING WILL BE USED TOWARDS THE FOLLOWING: 1) PROVIDING PAYMENT OF SERVICES TO DENTISTS FOR CHILDREN WHO HAVE DIFFICULTY IN ACCESSING THE STATE DENTI-CAL PROGRAM WITH SOME FORM OF MINIMAL PAYMENT IN PLACE. 2) DOCUMENTATION OF SERVICES AND EXPENSES WILL BE PROVIDED IN THE QUARTERLY REPORTS. 3) THE EXPECTATION IS THAT THE DENTISTS WILL PROVIDE A DISCOUNT TO THE CHILDREN BEING SERVED BY THE MARIPOSA COUNTY FIRST 5 GRANT. 4) THIS FUNDING WILL BE USED FOR THE NEEDIEST CASES AND DENTI-CAL SERVICES WILL BE THE FIRST COURSE OF SERVICE WHENEVER POSSIBLE.
  
3. THE RECIPIENT MUST BRAND ALL MATERIALS AND EQUIPMENT WITH THE FIRST 5 LOGO AND ADHERE TO ALL POLICIES ESTABLISHED BY THE FIRST 5 COMMISSION: FIXED ASSET, ADMINISTRATIVE COST, GRANT BUDGET MODIFICATION, NO SMOKING AND GRANT MANAGEMENT/CHANGES IN GRANT CONTRACT. THESE DOCUMENTS WILL BE PROVIDED TO THE RECIPIENT UPON THE SIGNING OF THE CONTRACT AGREEMENT

**PAYMENT OF GRANT FUNDS :**

**EXHIBIT B-**

- 1. THE RECIPIENT SHALL BE AWARDED FOUR QUARTERLY PAYMENTS OF \$6,250 EACH QUARTER AS APPROVED WITHIN THE CONTRACT AMOUNT OF \$25,000, AND UPON RECEIPT OF AUTHORIZED SIGNATURE ON CONTRACT AND UPON RECEIPT OF APPROPRIATE EXPENDITURE DOCUMENTATION, A CLAIM FORM.**
- 2. THE QUARTERLY FUNDING DISTRIBUTIONS WILL BE DISBURSED EACH QUARTER, UPON RECEIPT OF THE QUARTERLY PROGRAM AND BUDGET REPORTS, TO THE EXECUTIVE DIRECTOR FROM JULY 1, 2018, THROUGH JUNE 30, 2019. THE QUARTERLY DUE DATES WILL BE SCHEDULED BY THE EXECUTIVE DIRECTOR.**
- 3. THE CHILDREN'S DENTAL HEALTH PROGRAM WILL SUBMIT ONE FINAL PROGRAM AND BUDGET REPORT TO THE MARIPOSA COUNTY COMMISSION BY JULY 1, 2019, FOR VERIFICATION AND DOCUMENTATION OF EXPENDITURES.**
- 4. THE RECIPIENT SHALL NOT MAKE ANY BUDGET MODIFICATIONS WITHOUT THE APPROVAL OF THE EXECUTIVE DIRECTOR OR THE COMMISSION. THE RECIPIENT MUST SUBMIT THE REQUEST IN WRITING TO THE EXECUTIVE DIRECTOR**

**FINANCIAL REPORTING:**

**EXHIBIT C-**

- 1. THE RECIPIENT SHALL PROVIDE A FINAL REPORT TO THE COMMISSION WITH DOCUMENTATION SUPPORTING THE GRANT AGREEMENT EXPENDITURES THROUGH ORIGINAL RECEIPTS, CONTRACTS, AND/OR OTHER NECESSARY REPORTING DOCUMENTS TO PROVIDE ANY AND ALL FACTUAL COSTS INCURRED BY THE RECIPIENT, AS DESCRIBED IN THE ACTIVITIES TO BE PROVIDED BY THE RECIPIENT.**
- 2. THE RECIPIENT SHALL COMPLETE ALL GRANT QUARTERLY PROGRAM AND BUDGET REPORTS DOCUMENTING THE OUTCOMES OF THE CHILDREN'S DENTAL HEALTH PROGRAM. THIS IS DUE NO LATER THAN THE SCHEDULED DUE DATES SET BY THE EXECUTIVE DIRECTOR**
- 3. ASSIST WITH THE ANNUAL REPORT STATING THE OUTCOMES OF THE CHILDREN'S DENTAL HEALTH PROGRAM, INCLUDING BUDGET AND PROGRAM REPORTS. THIS IS DUE NO LATER THAN JULY 1, 2018.**
- 4. THE RECIPIENT SHALL SUBMIT ONE (1) FINAL BUDGET WITH SUPPORTING DOCUMENTS NO LATER THAN THE SCHEDULED DUE DATE: JULY 1<sup>ST</sup> OF 2018.**

**FIXED ASSET POLICY**  
**EXHIBIT D-**

**Mariposa County First 5 Commission**

**Resolution 2006-6**

**Policy on**

**FIXED ASSETS FOR GRANTEES OR CONTRACTORS**

**Purpose:**

The purpose of this policy is to establish criteria for itemizing equipment, materials and property over \$1,000 with a useful life of three or more years, and how to develop a fixed asset chart that includes Useful Life and Current Depreciation of each item. By establishing a fixed asset procedure for Grantees and Contractors, there is a clear understanding of ownership, useful life, and procedures for change of ownership.

**Policy:**

A fixed asset is property, buildings, or equipment with a cost equal to or greater than \$1,000 and a useful life of three or more years. Assets costing below \$1,000 are categorized as expenses or supplies. Fixed assets are acquired for the purpose stated in the Grantees or Contractors application, and are not for resale by the grantee.

Fixed assets containing separate physical parts (e.g., CPU, monitor, keyboard, and printer) are considered component parts, and comprise the total fixed asset.

**Procedures:**

All Grantees or Contractors with fixed assets will adhere to the following procedure:

- Supply Commission staff with description (manufacturers name and model number), and identification and/or serial number.
- Provide Commission staff with proof of purchase (e.g., invoice).
- Describe in writing the condition of the fixed asset upon receipt, and location (fixed address) where the fixed asset will be used.
- The fixed asset must be used for its intended purpose, as stated in the grant application. Any deviation in use must be requested in writing and presented to the Commission for approval.
- If the Grantee or Contractor discontinues use of the fixed asset, or ceases to operate the business intended to use the fixed asset within the terms of the contract, at the discretion of the Commission, the grantee will return the fixed asset to Commission staff in functional condition or in good working order, minus normal wear and tear.



- If the Grantee or Contractor discontinues use of the fixed asset, or ceases to operate the business intended to use the fixed asset within the terms of the contract, the Grantee or Contractor must submit a letter to the Mariposa County First 5 Commission detailing the transition of the fixed asset to the new business/owner stating that the Mariposa County First 5 Commission does not have any claims to the fixed asset.
- If the Grantee or Contractor discontinues use of the fixed asset, or ceases to operate the business intended to use the fixed asset within the terms of the contract, the Grantee or Contractor may request in a letter the transfer of the fixed asset to a non-profit agency within Mariposa County.
- The Grantee or Contractor has the responsibility to maintain the fixed asset in proper working order.
- The Grantee or Contractor may request to retain the Fixed Asset from the Commission for ongoing program use by using the Request for Securing Fixed Asset Form. The form includes a Fixed Asset Chart and Request Letter. On the chart, the Grantee must explain how the fixed asset will be used and establish a "Useful Life" and "Current Depreciation Column." Enclosed is a chart example to assist in completing the required information.
- This policy will be included in the grant contract as part of the requirements for completing the grant application.
- In addition, the Grantee or Contractor must label all fixed assets purchased with First 5 funds with the First 5 Mariposa County logo. The Commission has adopted a policy stating that all merchandise, equipment, buildings, playgrounds, etc. must have the First 5 logo displayed.

Adopted by Resolution of the Mariposa First 5 Commission on the 13<sup>th</sup> day of March, 2006.

Jeane Hetland  
(Print Name)

Jeane Hetland  
Executive Director

Approved as to form by County Counsel

Dr. Charles Mosher  
(Print Name)

Dr. Charles Mosher  
First 5 Commission Chair

Date: March 15, 2006