



## GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of 01-28-2025 ("the "Effective Date"), and entered by and between Delta Dental Fund dba Delta Dental Foundation, with its principal place of business at 4100 Okemos Road, Okemos, MI 48864 (hereinafter referred to as "Grantor"), and Guilford County on behalf of Guilford County Department of Health and Human Services – Division of Public Health with its principal place of business at 1203 Maple Street, Greensboro, NC 27405 (hereinafter referred to as "Grantee") (collectively the "Parties").

WHEREAS, Grantee has submitted a proposal to Grantor received on 11-20-2024 (the "Proposal") to request financial contribution towards funding the Guilford County Smiles for Kids 25! described therein (the "Project"); and

WHEREAS, Grantor agrees to make a grant to Grantee for \$4,800 as a financial contribution towards the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the Parties agree to as follows:

1. **Scope of Project.** Grantee shall perform the Project as set forth in the Proposal, a copy which is provided as Attachment A, and which is incorporated by reference herein. Any variations in the Project or the use of Grant funds from that described in the Proposal requires the advance express written approval of Grantor.

2. **Project Period.** The Project has been approved for a period of 12 months beginning 02-01-2025 and ending 02-01-2026 (the "Project Period").

Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to Grantor no later than sixty (60) days prior to the Project Period end date. If Grantor approves the extension, the Parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.

3. **Expenditures.** All expenditures of Grant funds by Grantee must be spent within the Project Period and must be consistent with the project budget as set forth in the Proposal (the "Project Budget") and as approved by Grantor, a copy of which is attached hereto as Attachment B.

Any deviation from the Project Budget, such as under-spending or overspending Grant funds requires prior written approval of Grantor and may require an amendment to this Agreement, at the discretion of Grantor. Deviations from the Project Budget are not authorized retroactively.

4. **Records and Reports.** Grantee agrees to keep a record of all receipts and expenditures relating to this Grant and to provide Grantor with any requested interim reports in addition to a final written report summarizing the Project ("General Grant Report") promptly, but no later than thirty (30) days following the end of the Project Period. A copy of the report is also available online at [www.deltadental.foundation/general-grant-requests](http://www.deltadental.foundation/general-grant-requests). Grantee report(s) should describe the progress in achieving the purposes of the Grant and include a detailed financial report and project status reports along with any other information reasonably requested by Grantor in a format acceptable to Grantor. If Grantee's organization obtains any audited financial statements covering any part of the Project Period of this Grant, please provide a copy to Grantor as well. Grantee is

required to keep the financial records with respect to this Grant, along with copies of any reports submitted to Grantor, for at least four (4) years following the end of the Project Period.

5. **Disbursement Schedule.** Grantor will disburse Grant funds according to the following schedule. Some disbursement dates may be contingent on receipt and approval of financial and project status reports.

Amount	On or About
\$4,800	February 2025

Grantor, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

6. **Grantor Right to Review and Evaluate.** Grantor shall have the right to review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Grantor personnel to observe the Project, discuss the Project with Grantee’s personnel and review financial and other non-patient records and materials connected with the activities funded by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee’s regular place of business for inspection by Grantor, or its designated representative, during business hours with advance written notice to Grantee. In the event Grantor finds non-compliance by Grantee related to the Project, at the discretion of Grantor, Grantee will be given an opportunity to correct any non-compliance issues. If Grantee fails to correct identified non-compliance issues within an agreed upon timeframe, Grantor may terminate this Agreement as set forth in Section 13 of this Agreement.

7. **Title to Property Acquired with Grant Funds.** Title to all tangible personal property, fixtures or equipment purchased with Grantor funds (“Grant Funded Property”), shall be vested in Grantee. However, Grantor shall have a purchase money security interest to the extent permitted by law in the Grant Funded Property until the General Grant Report has been accepted by Grantor. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.

8. **Intellectual Property.** Grantee owns any intellectual property it produces within the scope of this Grant. Grantee agrees that all original material produced pursuant to this Grant will be made available to Grantor under a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to Grantor. Grantee assumes the burden and expense of clearing all third-party rights associated with such material, including but not limited to copyrights, trademarks, and rights of privacy and publicity.

9. **Right to Return of Funds or Property.** Any Grantor funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of Grantor and shall be promptly returned to Grantor at the conclusion of the Project Period. Any Grantor funds misused by Grantee shall be repaid to Grantor. If Grantee fails to repay any portion of the Grant due, Grantor may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent Grantor from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.

10. **Publicity.** Grantee agrees that Grantor may include information about the Grant award for the Project, including the name of the Grantee, a description of the Project and the amount of the Grant on Grantor's website and in reports, press releases, documents, presentations, studies, tax returns and other public disclosures. All materials, reports, press releases, documents, presentations, studies, etc., that are generated by the Grantee in connection with the Project shall need to be submitted to Grantor for review with a minimum of fifteen (15) business days prior to date of submission for publication and shall make reference to Delta Dental Foundation and include Grantor's name and logo as supplied by Grantor.

11. **Use of Project Results.** If Grantee desires to publish the results of this Project, Grantor shall have a minimum of fifteen (15) business days to review and comment upon the draft publication before submission for final publication. Grantor shall have a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to make, use, reproduce, distribute, display or make derivative works of all or any portion of the project results by any and all means and in any medium or format, now known or later developed.

12. **Releases.** Grantee agrees that he/she shall execute all of the necessary Authorization Waiver and Release form(s) provided by Grantor for any and all organizations or individuals whose images will be used as part of the Project.

13. **Termination.** Grantor may, in its sole discretion, immediately terminate this Agreement upon written notice to the Grantee. In the event this Agreement is terminated pursuant to this paragraph, Grantor shall have no obligation to make any contributions to the Grantee following the effective date of the termination.

14. **Compliance with Laws.** In carrying out the Project, Grantee will comply with all applicable laws, regulations and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

15. **Indemnification.** To the maximum extent permitted by law, Grantee agrees to indemnify and hold Grantor and all of its officers, board members and employees harmless from and against all liability, damage or expense (including reasonable attorney's fees) which we may incur as a result of the Grantee's acts or omissions, or those of any of the Grantees employees, consultants, contractors or agents, in connection with the program or any breach by the Grantee of this Agreement.

16. **Authority and Validity.** Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

17. **Nondiscrimination.** Grantee affirms that Grantee will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.

18. **No Guarantee of Future Funding.** Allocation of this Grant does not imply any future funding commitment by Grantor.

19. **Entire Agreement.** This Grant Agreement and all attachments constitute the entire Agreement between the Parties regarding the Project and supersede all previous related understandings or written form and must be signed by an authorized representative of both Grantor and Grantee.

20. **Amendment.** Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by an authorized representative of both Grantor and Grantee.

21. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of North Carolina, without regard to its choice of law principles. The parties agree that venue and jurisdiction shall properly lie in Guilford County, North Carolina or the Middle District of North Carolina.

22. **Assignment.** Grantee may not assign or delegate obligations under this Agreement, either in whole or in part, without Grantor's prior written consent.

23. **No Agency.** The Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Grantee shall not represent itself as an agent of Grantor for any purpose, and no authority to bind Grantor in any manner whatsoever.

24. **Survival.** Each party's obligations under Section 4. Records and Reports, Section 10. Publicity, Section 11. Use of Project Results, Section 12. Releases, and Section 15. Indemnification shall survive the expiration or termination of this Agreement and shall remain in full force and effect.

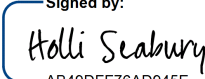
25. **Counterparts and Electronic Signatures.** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

**GUILFORD COUNTY ON BEHALF OF THE GUILFORD  
COUNTY DEPARTMENT OF HEALTH AND HUMAN  
SERVICES - DIVISION OF PUBLIC HEALTH**

\_\_\_\_\_  
Victor Isler  
Assistant Guilford County Manager  
Date\_\_\_\_\_

**DELTA DENTAL FUND DBA DELTA DENTAL  
FOUNDATION**

Signed by:  
  
AB49DFF76AD945E...  
\_\_\_\_\_  
Print Name: Holli Seabury  
Title: \_\_\_\_\_  
Date: Mar 19, 2025 | 2:37 PM EDT Executive Director

ATTEST:

\_\_\_\_\_  
Robin B. Keller  
Guilford County Clerk to Board  
Date:\_\_\_\_\_

\_\_\_\_\_  
Anita Ramachandran  
Guilford County Interim Department Director / Designee  
Date:\_\_\_\_\_

**Reviewed by  
Legal Department**

ACF 03-18-2025

\_\_\_\_\_



# Application: Smiles For Kids 25!

Cheneta Allen - [callen@guilfordcountync.gov](mailto:callen@guilfordcountync.gov)  
Smiles for Kids Grants Program

## Smiles for Kids Grants Program Application

Completed - Nov 20 2024

## Smiles for Kids Application Form

## Smiles for Kids Grant Program

The DDF is a nonprofit, charitable organization established in 1980, which serves as the philanthropic arm of Delta Dental of Michigan, Ohio, Indiana, and North Carolina. Each year, the DDF provides financial support to various community organizations and programs which promote/provide oral health care for children through its Smiles for Kids grants program.

In considering Smiles for Kids grant requests, the DDF evaluates each application on its own merit. Careful consideration is given to each request, and requests are reviewed in terms of general eligibility and conformity with grant guidelines, funds available and the amount needed to achieve the desired results and program priorities. Also taken into consideration are: programs/activities in which the requesting organization is engaged; the number and type of constituencies served; services offered; accountability and fundraising practices; availability of other funding sources; and past successes.

***Recognizing the devastation caused by Hurricane Helene in western North Carolina, we have simplified the Smiles for Kids application for the 2025 funding year. If you have questions, or need help with your application, please contact us.***

### Organization Information

Organization Name	Guilford County Department of Health and Human Services Public Health Division- Dental
Tax ID #	56-6000305
Street Address	Guilford County Public Health Chandler Dental Clinic
City	Greensboro
State	North Carolina
Zip Code	27401
County or Counties Served	United States
Phone	3366413152
Email	<a href="mailto:callen@guilfordcountync.gov">callen@guilfordcountync.gov</a>

### Organization Primary Contact Information

Pronouns	She
First Name	Cheneta
Last Name	Allen
Suffix	(No response)
Title	Dental Director
Mailing Address	Guilford County Public Health Chandler Dental Clinic
City	Greensboro
State	North Carolina
Zip code	27401
Phone	336-641-3152
Email	<a href="mailto:callen@guilfordcountync.gov">callen@guilfordcountync.gov</a>



## Applicant Contact Information

### Responses Selected:

Same as Primary Contact

### Organization Type

Select the option that best describes your organization:

### Responses Selected:

Other (please explain): Local Health Department.

## Project Information

### Program Title

Guilford County Smiles for Kids 25!

### Priority Area(s)

Select all that apply

### Responses Selected:

Providing oral health education

Underserved population/groups

### Age Group(s) Served

Select all that apply.

### Responses Selected:

Infants (0-2)

Children (up to 18)

## Population Served

Select all that your program focuses on.

### Responses Selected:

Minorities (African American, Native American, Hispanic, etc.)

Low-income / Low-socioeconomic class

Infants/children (includes Head Start, WIC, etc.)

## North Carolina County List

Select all that will be impacted by this funding request

### Responses Selected:

Guilford

## How many people do you anticipate will participate in this program?

Estimate the number of lives your program will reach in all aspects of your organization (medical, behavioral, dental, etc.)

10

## How many DENTAL patients do you anticipate will participate in this program?

Estimate the number of dental patients your program will reach.

10

## Total Cost of Program

\$ 5000.00

**Amount Requested**

\$ 5000.00

**Is your organization providing any funding for this program?**

No

**Program Start Date:**

Mar 3 2025

**Program End Date:**

If ongoing, please leave blank:

(No response)

**Provide a brief description of the program for which funds are requested.**

Describe your funding request including the purpose and expected overall change your organization expects to see as a result.

Smiles for Kids 25 will be used to assist school aged children who have emergency dental needs. These children are designated as those who do not have dental insurance, can not obtain dental insurance due to be undocumented, or can not afford dental treatment. Dental treatment is limited to emergency exams, x-rays, composite or amalgam fillings, stainless steel crowns, pulpotomies, extractions and space maintenance. The expectation is that parents will make Guilford County Dental their child or children's dental home.

**Describe follow-up activities or evaluation processes that are a part of this program.**

How do you plan to track or measure the effectiveness of your program/organization?

We measure the effectiveness of our program through documentation. We are able to track a child who has participated in this program. We are able to tell if a child is in our system as completed or as an established patient. Many parents feel comfortable with Guilford County's Dental Program, thus, they adopt Guilford County Dental as their child's dental home and end up bringing their other children to us as well.

**How did you learn about this grant opportunity?**

Debbie Kennedy, a retired Guilford County School Health Hygienist, started this process for the dental program many years ago.

**Are you a 2024 recipient of this grant?**

Yes

## Budget Requirements/Requests

Completed - Nov 14 2024

Outline the budget requirements for the program. Make sure to provide as much detail as possible by separating out the line items appropriately.

[Copy of delta dental budget 2025](#)

Filename: Copy\_of\_delta\_dental\_budget\_2025.xlsx Size: 13.8 kB

## Smiles for Kids Reporting Form

Completed - Nov 20 2024

If you have not submitted a 2024 Smiles for Kids grant reporting form, please include it with this application in order to be considered for a 2025 grant.

[DDNC-SFK-Reporting-Form-FILLABLE-v42023](#)

Filename: DDNC-SFK-Reporting-Form-FILLABLE-v42023.pdf Size: 655.4 kB

## IRS Documentation

Completed - Nov 14 2024

IRS public charity classification, reason for non-private foundation status.

## [Tax-Exempt-Status](#)

Filename: Tax-Exempt-Status.pdf Size: 79.6 kB

## Completed 2018 W-9

Completed - Nov 14 2024

You MUST include a completed **2018** W-9 for your organization.

## [W-9](#)

Filename: W-9\_KyRRrZy.pdf Size: 66.8 kB

## Additional Documentation

Incomplete

## Total Projected/Actual Expenses-Delta Dental

Organization Name: Guilford County Department of Health and Human  
Services Public Health  
Project Title: Smile Kids 25!

		Total Project Budget	Total Project Actual	Actual (Over/Under) Budget
Delta Dental	Revenue from Source			
		\$4,800.00		
Total Revenue		\$4,800.00	\$4,800.00	

PROGRAM EXPENSES				
Printing Supplies - Patient and Parent information		\$200.00		
Dental Supplies and Materials		\$4,600.00		
Total Program Expenses		\$4,800.00	\$0.00	\$0.00