

## GRANT AGREEMENT TO SUPPORT DENTAL SERVICES

**THIS GRANT AGREEMENT TO SUPPORT DENTAL SERVICES** (the “Agreement”) is made as of the \_\_\_\_\_ day of January, 2026, by and between **SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT #3 d/b/a/ ORCAS ISLAND HEALTH CARE DISTRICT**, a Washington municipal corporation, (the “District”) and the **ORCAS ISLAND COMMUNITY FOUNDATION**, a Washington nonprofit corporation (“OICF”), (together, the “Parties”).

### RECITALS

**WHEREAS**, OICF wishes to provide financial assistance to address underserved dental needs of community members and visitors of Orcas Island;

**WHEREAS**, the District seeks to fulfill its statutory and governmental purpose under RCW 70.44 of ensuring that the health needs, including dental health needs, of District residents and others are adequately served;

**WHEREAS**, OICF and the District wish to jointly participate in providing financial assistance to a contracted dental provider, DentALL PLLC (“DentALL”), for this purpose;

**WHEREAS**, prior to execution of this Agreement, San Juan County, through its Department of Health and Community Services, provided funding to support dental services in the District’s service area and did so, in part, with financial assistance from OICF;

**WHEREAS**, the District was the recipient of a grant from the Washington State Department of Health to work with stakeholders to develop and implement a sustainable dental services line of care to serve the population covered by the District;

**WHEREAS**, the grant award recognized that additional dental care options are needed to reduce the need for travel and to improve the oral health of Medicaid community members;

**WHEREAS**, the Parties recognize that the arrangement contemplated in this Agreement is temporary and subject to further review to determine the most appropriate arrangement for providing sustainable dental services on Orcas Island, and, accordingly, the term of this Agreement has been established as one year;

**WHEREAS**, by a separate funding agreement (referred to herein as the “Funding Agreement”) between the District and DentALL, the District will make payments to DentALL using, in large part, funding provided by OICF under this Agreement, and, as

to those funds originating from OICF, the District will act as a pass-through entity to make payment to DentALL;

**WHEREAS**, the District has agreed to fund certain administrative activities described in the Funding Agreement from District funds up to a maximum amount; and

**WHEREAS**, by another separate agreement between the District and the Orcas Community Resource Center (the "OCRC") the District will provide funding assistance to OCRC to provide certain health program services within the boundaries of the District or for residents of the District, and the Parties are committed to ensuring collaboration between the Parties, DentALL, and OCRC regarding such matters as Medicaid/care enrollment, community outreach, among other related activities.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties agree as follows:

**I. Purpose:**

This grant will be used only for the purposes described in the Scope of Work Section, Exhibit A, of that certain Dental Services Funding Agreement, dated the \_\_\_\_ day of January, 2026 between the District and DentALL (the "Funding Agreement") which has been reviewed by OICF. If the District or DentALL wishes to substantially change the scope of the grant activities, the District must submit a request in writing to OICF.

**II. Payment of Grant Funds**

After execution of this Agreement by the Parties, OICF shall make payments in the form of grants to the District based upon grant fund requests from the District. The District's grant fund requests shall be based on the Funding Agreement including Exhibit B to the Funding Agreement (Fee Schedule and Cost Reimbursement). Generally, the grant fund requests shall also be based on a projected budget of expenses that the District will provide for OICF review and approval for planning purposes. OICF shall make grants to the District within 10 days of receipt of a grant fund request, which generally will occur monthly. Except for the District's payment to DentALL for certain administrative activities to be paid using District funds (see the Funding Agreement), OICF shall be responsible for funding the Scope of Work of the Funding Agreement.

OICF acknowledges that the District's agreement to contract with DentALL under the Funding Agreement, and the payment for non-administrative activities by the District to DentALL, is contingent upon OICF's commitment to and execution of payments of grant funds to the District under this Agreement.

**III. Term**

Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2026 through December 31, 2026 except that it may be extended pursuant to

a modification entered into by the Parties; and provided that should additional time for auditing the project contemplated hereunder be required, the Agreement shall be deemed automatically extended for these purposes until such time as the said audit shall be completed.

#### **IV. Expenditure of Grant Funds and Reporting**

As stated in Section I above, the funds will be used only for the purposes specified and for no other purpose. For monitoring purposes, the District shall provide a quarterly report to OICF detailing the use of the funds. OICF's funding commitment shall be limited to activities occurring during the effective term of this Agreement.

#### **V. Reversion of Grant Funds**

Any portion of the grant paid to the District and not used for the purposes described in the proposal and approved by OICF must be repaid to OICF. At the conclusion of the project for which the grant funds were used, any remaining funds must be repaid to OICF.

#### **VI. Review of Grant Activity**

Records of receipts and disbursements will be maintained and such books and records will be available to OICF or its representatives upon request.

#### **VII. Cooperation and Consultation**

OICF and the District will work cooperatively to evaluate and determine potential changes to the Scope of Work, including the initial number of clinical hours to be provided and any change thereto. Further, OICF and the District will work cooperatively to review the efficacy of the grant funded activity after conclusion of the project.

#### **VIII. Limit of Commitment**

Unless otherwise agreed in writing, this grant is made with the understanding that the OICF has no obligation to provide other or additional support to the District in relation to the Funding Agreement.

#### **IX. Relationship of the Parties**

The Parties intend that an independent contractor relationship will be created by this Agreement. The District and OICF are each contracting only for the specified undertakings and results to be achieved. No agent, employee, or representative of the District shall be deemed to be an employee, agent, servant or representative of OICF for any purpose, and the employees of the District are not entitled to any of the benefits OICF provides to its employees. No agent, employee, or representative of OICF shall be deemed to be an employee, agent, servant or representative of the District for any

purpose, and the employees of OICF are not entitled to any of the benefits District provides to its employees. Each party hereto will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or others during the performance of this Agreement.

**X. Hold Harmless and Indemnification.**

To the extent permitted by law, the District and OICF shall each indemnify and hold each other harmless from any and all liability, loss or damage, including reasonable cost of defense they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from, arise out of, or are in any way connected with the services to be performed by that party under this Agreement.

**XI. Survivability.**

All covenants, promises and performance which are not fully performed as of the date of termination of this Agreement shall survive termination as binding obligations.

**XII. Notice**

Notice provided for in this Agreement shall be sent electronically and by certified mail to the following addresses:

DISTRICT AT: Orcas Island Health Care District  
ATTN: District Superintendent Chris Chord  
PO Box 226  
Eastsound, WA 98245

OICF AT: Orcas Island Community Foundation  
ATTN: Executive Director Lindsay Jennings  
PO Box 1496  
Eastsound, WA 98245

or to such other addresses as the Parties may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

**XIII. Waiver**

No failure by any of the Parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any

other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

#### **XIV. Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **XV. Neutral Authorship**

Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

#### **XVI. Governing Law**

This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in San Juan County, Washington.

#### **XVII. Entire Agreement**

The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

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

**EXECUTED**, this the \_\_\_\_\_ day of January, 2026.

**ORCAS ISLAND COMMUNITY FOUNDATION**

**ORCAS ISLAND HEALTH CARE DISTRICT**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**ITS:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**BY:** CHRIS CHORD  
**ITS:** SUPERINTENDENT  
**DATE:** \_\_\_\_\_