

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
August 25, 2011

SUBJECT: Approve the Agreement #11-132 with the University of California Riverside and Riverside County Department of Public Health

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Agreement #11-132 with the University of California Riverside and Riverside County Department of Public Health from the date of execution through June 30, 2012, with the option to renew for four (4) years, in one year increment, in the amount of \$80,000 annually; and
- 2) Authorize the Purchasing Agent to sign subsequent amendments that do not exceed the amount approved nor modify the lifetime of the agreement; and
- 3) Authorize the Chairperson of the Board to sign four (4) originals of the Agreement on behalf of the County of Riverside.

BACKGROUND: (Page 2)

LR/EF:td

Susan D. Harrington

Susan D. Harrington, Director
Department of Public Health

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 80,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% funded by Department of Public Health Revenue

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3.31

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FOR APPROVAL BY COUNTY COUNSEL
 DATE: 8/23/11
 BY: NEAL R. KIPING
 Departmental Concurrence
 Purchasing: Mark Seiler, Assistant Director
 Policy ☒ Policy ☒
 Consent ☐ Consent ☐
 Dep't Recomm.: Per Exec. Ofc.:

SUBJECT: Approve the Agreement #11-132 with the University of California Riverside and Riverside County Department of Public Health

BACKGROUND:

The University of California Riverside (UCR) is developing California's first public medical school in over 40 years. UCR School of Medicine mission is training a diverse physician workforce and developing research and healthcare delivery programs to improve the health of medically underserved, diverse, and rapidly growing population. The goal is to improve healthcare for the residents of Inland Southern California. UCR School of Medicine embraces the distributed clinical model and thus has created partnerships with existing local area hospitals and regional clinics. UCR believes that physicians that study and complete rotations in the Inland Empire are most likely to remain and reside in the Inland Empire adding to the physician workforce.

Riverside County Department of Public Health (DoPH) is collaborating with UCR School of Medicine, as both share the same goals and concern on health equity in today's healthcare. Despite overall health advancements, studies have shown that racial and ethnic inequalities continue in healthcare and services throughout the United States. Minorities are less likely to received routine medical procedures. This results in the use of health services at a later stage of illness which could be very costly.

DoPH, in this contract, is requesting UCR, through its School of Medicine, to provide a physician that would assist in rendering primary care services in DoPH's Family Care Centers (FCC) thus experiencing the level of health equity among the FCCs. UCR's physician will recommend ideas to improve clinical effectiveness and efficiency. In addition, UCR's physician will teach students, residents and FCC staff about optimal clinical care for disparate population.

UCR School of Medicine and DoPH will work together to improve and possible eliminate the health disparity in the FCCs; and train UCR Medical School post physicians about the health needs of the Inland Southern California diverse population.

COUNTY DEPT/DIVISION: DOPH/Ambulatory Care		CONTRACT NO. 11-132	RFP NO. sole source
FUND: 10000	DEPARTMENT IDs: 4200100300	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION: 6572-33222		ACCOUNT NO. 525440	CONTRACT AMOUNT \$80,000
PERIOD OF PERFORMANCE: Date of execution through June 30, 2012 with options to renew for four years			
COUNTY CONTACT: Laura Robert (951) 358-5132		CONTRACTOR REPRESENTATIVE:	
PROGRAM NAME: Primary care and training services			

WITNESSETH:

WHEREAS, UNIVERSITY has the skills, knowledge, and experience to perform the duties set forth herein;

UNIVERSITY

Date _____

COUNTY

By _____

FORM APPROVED BY COUNTY COUNCIL
BY: NEAL P. KIPNIS DATE _____

1. **GENERAL UNDERSTANDINGS.** Subject to the terms and conditions of this Agreement:

- 1.1 Physician selected by the UNIVERSITY for performance under this Agreement shall be subject to the approval of COUNTY. The UNIVERSITY will allow adequate time for orientation of the physician to the COUNTY.
- 1.2 The COUNTY Community Health Agency's Chief of Medical Services, or designee, shall coordinate with the UNIVERSITY in planning the days and hours of physician service and shall have final approval of such plans. Geographical areas of assignment shall be the responsibility of COUNTY.
- 1.3 COUNTY will provide orientation for physician to inform the rules and regulations of COUNTY, including ethical practice and drug abuse. Physician is subject to said rules and regulations for as long as the physician is performing or participating in any manner under this Agreement.
- 1.4 If the conduct or health of the physician should be such as to impair or unfavorably affect the COUNTY's program, such physician shall be suspended from further participating under this Agreement pending a conference between the UNIVERSITY and COUNTY representatives. Such request for suspension and subsequent conference will be in writing and include a statement of the reason(s) physician has been suspended. Thereafter, remedial actions as may be deemed necessary shall be taken by the UNIVERSITY with five (5) days of receipt of the written request.
- 1.5 If the Physician suffers illness or injury while at the COUNTY, physician will be referred to their individual health care provider, and/or returned to the UNIVERSITY campus as soon as conditions permit. If a life threatening emergency occurs, the physician will be assisted to the nearest health care emergency service. Except as herein provided, COUNTY shall have no obligation to furnish medical or surgical care to physician.

1.6 **BACKGROUND CHECK:**

- 1.6.1 COUNTY will require a background check, in accordance with the County LiveScan Policy C-33, BACKGROUND CHECK POLICY, for all physicians prior to permitting the physician to provide services at Riverside County facilities.

1 **1.6.2** COUNTY will accept background checks completed by the UNIVERSITY for
2 the physician providing services at Riverside County facilities.

3 **1.6.3** Physician shall complete and sign the appropriate release/waiver form(s) prior
4 to the COUNTY accessing background check information.

5 **1.6.4** COUNTY understands and agrees that the information received related to
6 background check shall not be stored electronically and will be destroyed after
7 the physician's acceptance is determined. Destruction of this information shall
8 be to the extent that the identity of the individual can no longer be determined.

9 **2. RESPONSIBILITIES OF UNIVERSITY.**

10 The UNIVERSITY shall:

11 **2.1** No later than two weeks before the beginning of activities covered by this
12 Agreement provide the following information for the physician covered by this
13 Agreement:

14 **2.1.1** Physician's name.

15 **2.1.2** Copies of the following license/certifications:

16 **2.1.2.1** Physician's and Surgeon's Certification issued by the State of
17 California without restrictions.

18 **2.1.2.2** Valid Drug Enforcement Agency registration

19 **2.1.2.3** Valid California Driver's License if requested by the COUNTY.

20 **2.1.3** Written evidence of the physician's health status:

21 **2.1.3.1** An annual examination by a physician.

22 **2.1.3.2** Tuberculin (Mantoux) PPD skin test within the previous
23 three (3) months. If the physician has a history
24 of a positive PPD, a written report of a Chest X-Ray (CXR)
25 performed within the last three (3) months must be submitted.

26 **2.1.3.3** Current immunizations for: rubella, rubeola, mumps,
27 varicella, Hepatitis B, diphtheria, tetanus and trivalent
28 polio.

2.1.3.4 Rubella—physician must provide:

2.1.3.4.1 evidence of prior rubella vaccine OR

2.1.3.4.2 positive laboratory test for rubella antibodies OR

2.1.3.4.3 documentation of a physician diagnosis of rubella OR

2.1.3.4.4. Receive the necessary doses of rubella-containing vaccine (MMR) to meet the requirement of having received two doses of rubella vaccine (minimum of twenty-eight days apart).

2.1.3.5 Measles (rubeola): physician must provide:

2.1.3.5.1 evidence of a positive laboratory test for measles antibodies OR

2.1.3.5.2 evidence of prior receipt of two doses of measles vaccine (minimum of twenty-eight days apart) OR

2.1.3.5.3 documentation of a diagnosis of measles (rubeola) OR

2.1.3.5.4 Receive the necessary doses of measles-containing vaccine (MMR) to meet the requirement of having received two doses of measles vaccine (minimum of twenty-eight days apart).

2.1.3.5.5 Other requirements as currently required by the Public Health Officer.

3. **DESCRIPTION OF SERVICES.** UNIVERSITY's physician shall provide all services as outlined and specified in Exhibit A, SCOPE OF SERVICES, attached hereto and by this reference incorporated herein.

4. **PERIOD OF PERFORMANCE.** This Agreement shall be effective on the date of execution through June 30, 2012, with option to renew for four (4) years, renewable in one year increments by written amendments, unless terminated as specified in Section 14, TERMINATION.

5. **COMPENSATION.**

5.1 In consideration of services provided by UNIVERSITY pursuant to Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein, UNIVERSITY shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein. Maximum payment by COUNTY to UNIVERSITY shall not exceed eighty thousand dollars (\$80,000),

including all expenses.

5.2 COUNTY is not responsible for any fees or cost incurred above or beyond the contracted amount, as stated above in Section 5, COMPENSATION, Paragraph 5.1, and shall have no obligation to purchase any specified amount of services. Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS, COUNTY shall not be responsible for payment of any of UNIVERSITY'S expenses related to this Agreement.

5.3 COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall rise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify UNIVERSITY in writing and this Agreement shall be deemed terminated and have no force and effect.

6. HOLD HARMLESS/INDEMNIFICATION.

6.1 UNIVERSITY agrees to indemnify and hold harmless COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents, employees, and independent UNIVERSITYs from any and all liability whatsoever, based or asserted upon any act, omission of UNIVERSITY, its directors, officers, agents, employees, independent contractors, or subcontractors; however, this indemnification shall not apply to Professional Medical Services performed by UNIVERSITY or any of its subcontractors, independent contractors, or employees, on behalf of COUNTY under this Agreement. Liability resulting Professional acts of the UNIVERSITY shall be subject to the terms of paragraph 7, INSURANCE, item 7.4, below.

6.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the UNIVERSITY from indemnifying the COUNTY to the fullest extent allowed by law.

7. INSURANCE.

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- 7.1** Warrant that certificates satisfactory to the COUNTY Risk Manager evidencing the maintenance of the following required relevant insurance coverage shall be filed with COUNTY Contracts Administration prior to performance of any of the terms of this Agreement:
- 7.2** General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and aggregate of three million dollars (\$3,000,000).
- 7.3** Worker's Compensation coverage covering UNIVERSITY'S full liability is provided for the physician assigned by the UNIVERSITY to participate in this agreement.
- 7.4** Professional Liability: UNIVERSITY shall maintain Professional Liability Insurance providing coverage for the UNIVERSITY physician's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If UNIVERSITY's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and UNIVERSITY shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that UNIVERSITY has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.
- 7.5** Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to COUNTY prior to any modification, cancellations, expiration or reduction in coverage of such insurance. In the event of any such modification, expiration or reduction in coverage and on the effective date thereof, this Agreement shall terminate forthwith, unless COUNTY receives prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies including all endorsements and

1 attachments thereto evidencing coverage's set forth herein and the insurance
2 required herein is in full force and effect.

3 **8. LICENSE.**

4 **8.1** UNIVERSITY shall, through the term of this Agreement, maintain all licenses
5 necessary for the provision of the services hereunder and required by the laws and
6 regulations of the United States, the State of California, County of Riverside, and
7 all other governmental agencies. UNIVERSITY shall notify COUNTY
8 immediately, in writing, of inability to obtain or maintain such license. Said
9 inability shall be cause for termination of this Agreement.

10 **8.2** UNIVERSITY shall ensure that UNIVERSITY'S employees, agents and other
11 UNIVERSITY'S performing services under the terms of this Agreement are in
12 compliance with all relative licensing requirements. UNIVERSITY hereby agrees
13 to notify COUNTY immediately, in writing, of inability of UNIVERSITY or any
14 of UNIVERSITY'S employees, agents and other UNIVERSITY'S, to obtain or
15 maintain such license(s). Said inability shall be cause for termination of this
16 Agreement.

17 **8.3** A copy of each such license, permit, approval, waiver, exemption, registration,
18 accreditation, and certificate shall be provided to COUNTY.

19 **9. RECORDS AND DOCUMENTS.** UNIVERSITY shall make available, upon written
20 request by any duly authorized Federal, State or COUNTY agency, a copy of this
21 Agreement and such books, documents and records as are necessary to certify the nature
22 and extent of the UNIVERSITY'S costs related to this Agreement. All such books,
23 documents and records shall be maintained by UNIVERSITY for at least five years
24 following termination of this Agreement and be available for audit by the COUNTY.
25 UNIVERSITY shall provide to the COUNTY reports and information related to this
26 Agreement.

27 **10. HIPAA REGULATIONS.** The UNIVERSITY hereby verifies knowledge of
28 HIPAA standards and codes relating thereto as they apply to patient care, the
UNIVERSITY, and UNIVERSITY programs, and states that all physician and instructors
will be instructed in accordance therewith. A strict code of confidentiality is to be
maintained. All information obtained from client/patient records is to be held in

confidence. No copies of client/patient records shall be made, and no records or copies thereof are to be removed from COUNTY. Clients/Patients will not be identified in any manner in reports of case studies undertaken by physician. The UNIVERSITY will prohibit the publication by the physician of any material relative to their clinical learning experience that has not been approved for release for publication by both the COUNTY and the UNIVERSITY.

11. **OSHA REGULATIONS.** UNIVERSITY hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

12. **CONDUCT OF UNIVERSITY.**

- 12.1 UNIVERSITY covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with UNIVERSITY'S performance under this Agreement. UNIVERSITY agrees to inform the COUNTY of all the UNIVERSITY'S interests, if any, which are or may be perceived as incompatible with the COUNTY'S interest
- 12.2 UNIVERSITY shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or firms with whom the UNIVERSITY is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 12.3 UNIVERSITY or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13. **DISPUTES**

- 13.1 The parties shall attempt to resolve any disputes amicably the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY'S Purchasing Department's Compliance Contract Officer shall be the final and conclusive unless determined

by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. UNIVERSITY shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

- 13.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

14. TERMINATION.

- 14.1** COUNTY may terminate this Agreement without cause upon 180 days written notice served upon the UNIVERSITY stating the extent and effective date of termination.

- 14.2** COUNTY may, upon five (5) days written notice, terminate this agreement for UNIVERSITY'S default, if UNIVERSITY refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

- 14.3** After receipt of the notice of termination, UNIVERSITY shall:

14.3.1 Stop all work under this Agreement on the date specified in the notice of termination;

14.3.2 Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

- 14.4** After termination, COUNTY shall make payment for UNIVERSITY'S work performed up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B, Payment Provision.

- 14.5** UNIVERSITY'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by UNIVERSITY; or in the event UNIVERSITY'S

unwillingness or inability for any reasons whatsoever to perform the terms of this Agreement. In such event, UNIVERSITY shall not be entitled to any further compensation under this Agreement.

14.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. **FORCE MAJEURE.** If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

16. **ALTERATION.**

16.1 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

16.2 Only the County Board of Supervisors or the County Purchasing Agent may authorize any alteration or revision of this Agreement. The parties expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

16.3 This Agreement including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

17. **ASSIGNMENT/SUB-UNIVERSITYS.**

17.1 UNIVERSITY may not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of not force or effect.

17.2 No contract shall be made by the UNIVERSITY with any other party for furnishing any of the work or service under this Agreement without the prior

written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the UNIVERSITY and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

18. **ADMINISTRATION.** The COUNTY Chief of Medical Services, or designee, shall administer this Agreement on behalf of the COUNTY.

19. **WAIVER.** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

20. **JURISDICTION/VENUE.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. UNIVERSITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.

21. **SEVERABILITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

23. **NOTICES.** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

County of Riverside, Community Health Agency
ISS Procurement and Contracts Division
4065 County Circle Drive
Riverside, CA 92503

UNIVERSITY:

University of California Riverside

School of Medicine Research Building

329 School of Medicine Research Building Riverside
Riverside, CA 92521

or to such other address(es) as the parties may hereafter designate.

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EXHIBIT A
SCOPE OF SERVICES

UNIVERSITY represents that the assigned physician has the skills, experience and knowledge necessary to fully and adequately perform the following services under this Agreement and the COUNTY relies upon this representation.

Physician shall:

1. provide clinical primary care services within the COUNTY'S Family Care Center (FCC) system; and perform to the satisfaction of the COUNTY'S Chief of Medical Services and in conformance to and consistent with the highest standards of professionals in the same discipline in the State of California.
2. through the course of this clinical work:
 - 2.1 Share and advise the COUNTY on best practices regarding health equity in a clinical setting.
 - 2.3 Teach students, residents, and FCC staff about optimal clinical care for disparate populations.
 - 2.4 Promote a positive and inclusive environment.
 - 2.5 Recommend to FCC leadership ideas to improve clinical effectiveness and efficiency in a community setting characterized by various ethnicities, poverty levels, and backgrounds,
3. advise the COUNTY in developing policies toward improving health equity
4. assist the COUNTY with its internal approach to improving how it serves a multicultural public.
5. participate with FCC staff on local research related to health equity
6. participate in FCC initiatives as directed by the COUNTY'S Chief of Medical Services.
7. participate in Clinician Team meetings when possible.

EXHIBIT B
PAYMENT PROVISIONS

UNIVERSITY shall be entitled to receive payment for services rendered as specified in Exhibit A, SCOPE OF SERVICES, as follows:

1 Invoice:

1.1 COUNTY agrees to pay acceptable invoice(s), as per requirements in item 1.2 below, submitted by UNIVERSITY as soon as reasonable in accordance with the COUNTY policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes UNIVERSITY.

1.2 Invoice(s) shall itemize actual expense incurred, UNIVERSITY'S name, address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of UNIVERSITY.

1.3 UNIVERSITY shall submit monthly invoice(s) to the following address for processing:

Riverside County Community Health Agency
Fiscal Division, Accounts Payable
P.O. BOX 7849
Riverside, CA 92513

2. Compensation payable to UNIVERSITY by COUNTY shall not to exceed eighty thousand dollars (\$80,000) including all expenses.

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