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



**ITEM**: 3.22 (ID # 18962)

**MEETING DATE:** 

Tuesday, May 17, 2022

FROM:

**RUHS-PUBLIC HEALTH:** 

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve Professional Services Agreement No. 22-040 between Travis D. Tramel RDHAP, INC and Riverside County Department of Public Health to provide Kindergarten Oral Health Assessments, All Districts. [100% State Funds - \$70,000]

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- Ratify and approve Professional Services Agreement No. 22-040 between Travis D. Tramel RDHAP, INC. and Riverside County Department of Public Health to provide Kindergarten Oral Health Assessments for the period of performance of January 1, 2022 through June 30, 2022, in the amount of \$70,000;
- 2. Authorize the Chairperson to sign the Agreement on behalf of the County; and
- 3. Authorize the Director of Public Health, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign any certifications, reports or amendments to the Agreement that include modifications to the statement of work that stay within the intent of the Agreement, the performance period, or the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement.

**ACTION: Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

May 17, 2022 RUHS-PH

Deputy

By: 2 Marc

Kecia R. Harper Clerk of the Board

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

| FINANCIAL DATA                    | Current Fiscal Year: |     | Next Fiscal Year: |    | Total Cost: | Ongoing Cost  |            |
|-----------------------------------|----------------------|-----|-------------------|----|-------------|---------------|------------|
| COST                              | \$                   | 70, | 000               |    | \$          | \$ 70,000     | \$         |
| NET COUNTY COST                   |                      | \$  | 0                 | \$ | 0           | \$0           | \$ (       |
| SOURCE OF FUNDS: 100% state funds |                      |     |                   |    |             | Budget Adjus  | stment: No |
|                                   |                      |     |                   |    |             | For Fiscal Ye | ar: 21/22  |

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### Summary

Travis D. Tramel RDHAP, INC. (Contractor), in partnership with Riverside County Department of Public Health, will conduct Kindergarten Oral Health Assessments (KOHA) as required by AB 1433 and the California Department of Education (CDE). AB1433 was signed into law in 2005, to help schools identify children suffering from untreated dental disease and help parents establish a dental home for their children.

The Contractor has six (6) years of experience providing mobile dental hygiene services in school settings with a focus on underserved areas of Riverside County. Contractor will provide State licensed registered dental hygienists or registered dental hygienist in alternative practice to conduct the assessments.

#### Impact on Residents and Businesses

This service helps to identify children who need dental care and helps the parents to establish a dental home for the long-term oral health of their children.

#### **Additional Fiscal Information**

Total charges are based on the approved stipend amount of \$8.00 per child for 8,750 students for a total of \$70,000, by the California Department of Public Health, Office of Oral Health.

#### **Contract History and Price Reasonableness**

Contract # 21-056 for mobile dental hygiene services in the amount of \$49,950 was approved under the emergency procurement form for the period of performance of January 19, 2021, through June 30, 2021. Riverside County, Department of Public Health for Local Oral Health is seeking to extend contract as new funding has become available.

This Contractor has a proven track record of providing dependable quality dental hygiene services at school settings for a reasonable cost. During the market research, two contractors were identified who were able to conduct the services. One contractor backed out of the process, leaving only this contractor willing to proceed to provide the services.

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

This program is 100% funded by the Oral Health Program grant. Charges are not to exceed \$70,000 annually for the performance period of the Agreement. Total charges are based on the approved stipend amount of \$8.00 per child by the California Department of Public Health, Office of Oral Health.

#### **ATTACHMENTS:**

- A. 22-040 PSA Travis D. Tramel RDHAP, Inc. Agreement
- B. 22-040 Single Source Justification

Suzanna Hisckley, Assistant Director of Purchatulia and Fleet Service 5/4



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

#### **Supplier Details**

#### Vendor Gerismiles Mobile Dental Hygiene Practice

Fulfillment Address SCorp - Medical: (preferred) 4199 Flat Rock Dr Ste 127

Riverside, California 92505 United States

#### Distribution Method

The system will distribute purchase orders using the method(s) indicated below Check this box to customize order distribution information.

Email (HTML Body)

rdhap@gerismilesmobile.com

Contract

#### **Background Information**

#### Please indicate if this is a single or sole source below

Single Source

Have you previously requested <u>and</u> received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

#### **Purchase Details**

#### 1. Supply/Service being requested:

Ratify and approve Travis D. Tramel RDHAP, INC in partnership with Riverside County Oral Health Program to conduct Kindergarten Oral Health assessments (KOHA) as required by AB 1433 and the California Department of Education (CDE). AB1433, signed into law in 2005, helps schools identify children suffering from untreated dental disease and helps parents establish a dental home for their children.

### 2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

This vendor has six years of experience providing mobile dental hygiene services in school settings with a focus on underserved areas of Riverside County. GeriSmiles has become a trusted vendor in the community with a proven track record; meeting desired metrics and providing quality compassionate care.

## 3. Reasons why my department requires these unique features and what benefit will accrue to the county:

GeriSmiles is a local minority owned business providing mobile dental hygiene services throughout Riverside County. This vendor has a proven track record of providing dependable quality dental hygiene services at school settings for a reasonable cost of \$8.00 per child assessed. During the market research, two vendors were identified who were able to conduct the services. One vendor backed out of the process, leaving only this vendor willing to proceed.

4, Period of Performance From: 01/01/2022
Period of Performance To: 06/30/2026
Is this an annually renewable contract or is it fixed term?

Annually Renewable

#### 5. Price Reasonableness:

The department reached out to vendors as the test of market pricing. This is the only vendor that was available to perform the service and based on the rates that were received, the price is fair and reasonable. This is 100% grant funded Oral Health Program. Charges are not to exceed \$70,000 for the performance period of the Agreement. Total charges are based on the approved stipend amount of \$8.00 per child by the California Department of Public Health, Office of Oral Health.

Projected Board of Supervisor Date (if 4/5/2022 applicable):

**Commodity Code** 

94828

#### **Current Year Cost**

#### 6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts, if approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year, if the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Annual Amount \$70,000 / per fiscal year through June 30, 2026

Charges will be based on the evaluation activities done within the reporting period, not to exceed the budgeted amount for the FY.

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased,

Current FY Costs

| Description   | Price     |
|---|-----------|
| Professional services, Travis D. Tramel RDHAP, INC for<br>Kindergarten Oral Health Assessments FY 21/22 | 70,000.00 |
| Professional services, Travis D. Tramel RDHAP, INC for<br>Kindergarten Oral Health Assessments FY 22/23 | 70,000.00 |
| Professional services, Travis D. Tramel RDHAP, INC for<br>Kindergarten Oral Health Assessments FY 23/24 | 70,000.00 |
| Professional services, Travis D. Tramel RDHAP, INC for<br>Kindergarten Oral Health Assessments FY 24/25 | 70,000.00 |
| Professional services, Travis D. Tramel RDHAP, INC for<br>Kindergarten Oral Health Assessments FY 25/26 | 70,000.00 |

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example: FY 18/19 \$200

FY

FY

FY

FY

Sole Source Request

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from

N/A

**Current Year Cost Total:** 

350,000,00

#### **Supporting Documentation**

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- · Previously approved SSJ's
- other

upon approval.

For all other requests, attach the vendor's cost proposal

Internal Attachments

This section to be filled out by

**Purchasing Management only** 

**Purchasing Approval** 

Approved by

Suzanna Hinckley

Date Approved 3/7/2022

Sole Source Number 154,468,552

Approval Conditions/Comments

Total

350,000.00

#### PROFESSIONAL SERVICE AGREEMENT

for

#### KINDERGARTEN ORAL HEALTH ASSESSMENTS (KOHA)

between

#### **COUNTY OF RIVERSIDE**

and

TRAVIS D. TRAMEL RDHAP, INC.



RFP# or BOS Agenda/Date or SSJ# Form #116-310 – Dated: 3/21/2019

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This Agreement made and entered into this 17th day of May, 2022, by and between Travis D. Tramel RDHAP, Inc. a California corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

#### 1. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.
- 1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

#### 2. Period of Performance

**2.1** This Agreement shall be effective January 1, 2022, and continues in effect through June 30, 2022, with three one-year options to renew, unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

#### 3. Compensation

- 3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed SEVENTY THOUSAND DOLLARS (\$70,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
- 3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will

automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### 4. Alteration or Changes to the Agreement

- **4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### 5. <u>Termination</u>

- **5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- **5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may 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.
  - 5.3 After receipt of the notice of termination, CONTRACTOR shall:
    - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
    - (b) 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.
- **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 5.5 CONTRACTOR'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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- 5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
- 5.7 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 this Agreement.

#### 6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

#### 7. Conduct of Contractor

- 7.1 The CONTRACTOR 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 CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

#### 8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the

COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

#### 9. Independent Contractor/Employment Eligibility

- 9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- **9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a

criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

- 9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.
- 9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.
- 9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services 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 CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### 11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at 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 who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

#### 12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

#### 13. <u>Use By Other Political Entities</u>

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

#### 14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

#### 15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

#### 16. Confidentiality

- 16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- 16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

#### 16.3 HIPAA

The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

#### **16.4 FERPA**

A. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

B. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- 1) Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- 2) Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- 3) Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
  - a) School officials with legitimate educational interest;
  - b) Other schools to which a student is transferring;
  - c) Specified officials for audit or evaluation purposes;
  - d) Appropriate parties in connection with financial aid to a student;
  - e) Organizations conducting certain studies for or on behalf of the school;

- f) Accrediting organizations;
- g) To comply with a judicial order or lawfully issued subpoena;
- h) Appropriate officials in cases of health and safety emergencies; and
- i) State and local authorities, within a juvenile justice system, pursuant to specific State law.

C. Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

#### 17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

#### 18. 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 two days after their deposit in the United States mail, postage prepaid:

#### **COUNTY OF RIVERSIDE**

CONTRACTOR
TRAVIS D. TRAMEL RDHAP INC.

RUHS- Public Health Department Procurement And Logistics 4065 County Circle Dr. Riverside Ca 92503 ATTE: Contracts Unit ph-contracts@ruhealth.org

4199 Flat Rock Dr. Suite 127. Riverside, Ca 92505

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#### 19. 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.

#### 20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

#### 21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- **21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

#### 22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

#### A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

#### **B.** Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

#### C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

#### D. Professional Liability:

CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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.

#### E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. 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 the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside 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 attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### 23. General

- 23.1 CONTRACTOR shall 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 no force or effect.
- 23.2 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 of this Agreement. Failure on the part of 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 or preventing COUNTY from enforcement of the terms of this Agreement.
- 23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- **23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- 23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.
- 23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- 23.13 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**23.14 CONTRACTOR**, who access COUNTY facilities or is providing services on behalf of the COUNTY where they may come into contact with the public and/or public servants, shall be:

- a. Fully vaccinated against COVID-19; "Fully Vaccinated" means individuals who are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen).
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, or religion, shall be subject to accommodation and mitigation measures that have been presented and approved by the site where services are being provided and/or by COUNTY's Public Health Officer; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by the COUNTY's Public Health Officer, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; or until such time that Riverside County Public Health Officer indicates that the vaccination requirements of the COVID-19 Vaccination are no longer in effect.

COUNTY OF RIVERSIDE, a political

subdivision of the State of Galifornia

Title Chair of the Board of Supervisors

Dated:

MAY 1 7 2022

ATTEST: Kecia R. Harper, Clerk of the Board

APPROVED AS TO FORM:

County Counsel

<sub>By:</sub> Esen Sainz

Esen Sainz,

Deputy County Counsel

TRAVIS D. TRAMEL RDHAP. INC., a California

corporation

Name: Travis D. Tramel Title: CEO/President

Dated: \_04272022

#### **EXHIBIT A**

#### SCOPE OF WORK

#### **BACKROUND**

Students in their first year in public school must submit proof of oral health assessments. The assessments must be performed by a licensed or registered dental health professional, and proof of assessment is due on an annual basis by May 31. Assembly Bill 1433, signed into law by the Governor on September 22, 2006, established this requirement (California Education Code [EC] Section 49452.8).

#### **CONTRACTOR RESPONSIBILITIES**

A. Outreach in Riverside County to recruit schools to participate in California Department of Education (CDE) Kindergarten Oral Health Assessment (KOHA).

- 1) CONTRACTOR in partnership with Riverside County Oral Health Program (COUNTY) will perform Kindergarten Oral Health Assessments (KOHA) per California Department of Education (CDE) and California Department of Public Health (CDPH), guidelines at participating elementary schools in Moreno Valley and Corona-Norco Unified School District(s) and additional districts as partnerships are formed. This observational oral health assessment may be conducted by State licensed Dentists, Registered Dental Hygienists (RDH) or Registered Dental Hygienists in Alternative Practice (RDHAP).
- 2) CONTRACTOR will manage all scheduling and logistics for each school site. CONTRACTOR will be responsible for
  - a) KOHA assessment screening criteria
  - b) infection control procedures in school settings
  - c) Current Centers for Disease Control (CDC) and district COVID-19 protocols, recruiting and compensating dental providers needed to accomplish the scope of work under the terms of this agreement.
- 3) CONTRACTOR will work with the District Superintendent(s) to gain district-wide support for the KOHA. All public elementary schools within the district will be contacted and encouraged to participate.
- 4) CONTRACTOR will distribute KOHA informational/outreach materials to the district teachers/parents/ and school administrators in order to increase student participation. All materials distributed will be available in both English and Spanish.
- B. Provide Screening Supplies, obtain consent, screen students, provide referrals, collect, and record data, invoicing.
  - 1) CONTRACTOR is responsible for providing the screening supplies needed to conduct assessments on students, such as, gloves, tongue depressors, lighting, etc.
  - 2) CONTRACTOR will work with the district to create a mechanism for distribution and collection of consent forms and obtain parental/guardian consent prior to KOHA assessment. Original copies of consent form will be stored securely and abide by HIPAA regulations.
  - 3) CONTRACTOR will provide the School Nurse and COUNTY with the list of children needing dental follow up and care coordination on a daily basis.

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- 4) CONTRACTOR is responsible for collecting and reporting oral health results on all enrolled and eligible children.
- 5)CONTRACTOR will provide KOHA data sheet to the school site for entry into the System for California Oral Health Reporting SCOHR database. Data will also be provided to COUNTY by June 15<sup>th</sup>, 2022.
- 6) CONTRACTOR will provide monthly quality assurance and quality control throughout the data collection process. The CONTRACTOR will keep COUNTY updated on progress, including identifying and addressing any challenges. It is understood under this agreement that all data collected are the property of COUNTY.

#### C. Supplemental Report

CONTRACTOR will provide written report of KOHA findings at Moreno Valley Unified School District, Hemet Unified School District and Corona-Norco Unified School District. This report will to be used as part of COUNTY's ongoing quality assurance, included in this report will be the challenges and successes of the project. This report will be provided to district personnel as well as CDPH- Office of Oral Health.

#### PERFORMANCE PERIOD

January 1, 2022, to June 30, 2022

#### **COUNTY RESPONSIBILITIES**

- A. COUNTY will promptly review all invoices and submit to Accounts Payable for payment.
- B. COUNTY will provide feedback and guidance on overall direction of project including but not limited to reviewing and providing feedback on screening and infection control protocols consistent with the American Society for State and Territorial Dental Director's (ASTDD) standards and the California Department of Public Health, Office of Oral Health Kindergarten Oral Health Assessment (KOHA) standards.
- C. COUNTY will coordinate bi-monthly meetings with CONTRACTOR to review progress on grant activities.
- D.COUNTY will provide CONTRACTOR with evaluation metrics to track and document progress on grant activities.
- E. COUNTY will provide toothbrush kits for distribution by the CONTRACTOR at school sites.

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#### **EXHIBIT B**

#### PAYMENT PROVISONS

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

#### 1. BUDGET

\$70,000

| Description                      | Total      |
|----------------------------------|------------|
| \$8 per student x 8,750 students | = \$70,000 |

#### 2. INVOICE

a) CONTRACTOR will submit monthly invoicing to COUNTY due by the 15th of every month.

| Invoicing due on |  |
|------------------|--|
| February 15 2022 |  |
| March 15, 2022   |  |
| April 15, 2022   |  |
| May 16, 2022     |  |
| June 15, 2022    |  |
|                  | February 15 2022<br>March 15, 2022<br>April 15, 2022<br>May 16, 2022 |

b) For this Agreement, invoices to:

Riverside County - Public Health Fiscal – Accounts Payable PO BOX 7849 Riverside, California 92513 RIVCOPH-AP@ruhealth.org

c) . Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-040; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

#### 3. MAXIMUM:

**MAXIMUM COMPENSATION** payable under the terms of this Agreement shall not exceed SEVENTY THOUSAND dollars (\$70,000) including all expenses.

/// ///// ///

Signature: Gen Saing

Email: esainz@rivco.org

# 22-040 Travis Tramel KOHA Agreement draft\_4.26.22

Final Audit Report 2022-04-28

Created:

2022-04-27

By:

Raveena Chara (R.Chara@ruhealth.org)

Status:

Signed

Transaction ID:

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