

SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ORAL HEALTH SOLUTIONS, INC.
FOR FISCAL YEARS 2017-2018 THROUGH 2020-2021

This Second Amendment to the Professional Services Agreement dated October 11, 2017, as amended on October 4, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Oral Health Solutions Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2019.

WHEREAS, COUNTY, by and through its through its Department of Health and Human Services – Public Health ("DHHS – Public Health"), was awarded a four year grant from the Department of Health Care Services ("DHCS") to act as a Local Dental Pilot Project ("LDPP") as part of a statewide Dental Transformation Initiative ("DTI"); and

WHEREAS, on October 11, 2017 COUNTY and CONTRACTOR entered into a Professional Services Agreement ("Agreement") for development, deployment and technical assistance of a dental data collection system; and

WHEREAS, on October 4, 2018, COUNTY and CONTRACTOR agreed to amend the Agreement to allow for unspent funds in Year 1 to be included in the Year 2 budget; and

WHEREAS, DHCS has authorized budget amendments to permit unspent Year 2 funds to be rolled into Year 3 budgets for the LDPP and has approved Year 3 budget revisions as requested by COUNTY and CONTRACTOR; and

WHEREAS, DHCS has authorized additional funds for the LDPP to be allocated to the Year 3 and Year 4 budgets for the LDPP and has approved Year 3 and Year 4 budget revisions as requested by COUNTY and CONTRACTOR; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement to allow for the unspent funds in Year 2 and the additional funds to be included in the Year 3 budget and to allow for the additional funds to be included in the Year 4 budget;

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expended incurred, pursuant to the terms and conditions of this Agreement is Sixty One Thousand, Seven Hundred Dollars (\$61,700.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or deleted; the maximum amount payable by COUNTY for services provided hereunder may be reduced accordingly.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided or compensated without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

2. Section 7 – Reports of the Professional Services Agreement is hereby amended to read as follows:

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted as detailed in Exhibit A. CONTRACTOR shall also submit all reports in the following format: one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act of 1990 and any other applicable accessibility laws, standards, regulations, policies and procedures. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

3. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”) and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of January 1, 2019.
4. Exhibit B – Schedule of Rates (“Exhibit B”) is hereby amended and is attached hereto and incorporated herein by reference. The amended version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of January 1, 2019.
5. Except as modified herein, the Agreement executed on October 11, 2017 and its First Amendment executed on October 4, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement or any prior amendments thereto, the provisions of this Second Amendment shall govern.

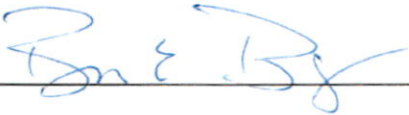
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

ORAL HEALTH SOLUTIONS, INC.:

By: 

Date: 11/21/2019

Name: Bruce E. Boyer

Title: President

By: 

Date: 11/21/2019

Name: Bruce E. Boyer

Title: Secretary

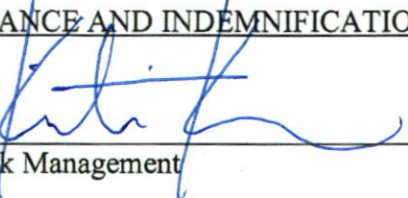
COUNTY OF HUMBOLDT:

By: _____

Date: _____

Michele Stephens,
Director of DHHS – Public Health
*(Pursuant to the authority delegated by
the Humboldt County Board of Supervisors
on _____ [Item ____])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/27/19

LIST OF EXHIBITS:

- EXHIBIT A – Scope of Services
- EXHIBIT B – Oral Health Solutions Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Oral Health Solutions, Inc.
July 1, 2017 – December 31, 2020

Oral Health Solutions, Inc. (OHS) will provide technical services and assistance to the County of Humboldt Dental Transformation Initiative – Local Dental Pilot Project (LDPP) for the development, deployment, and maintenance of a Data Collection System (DCS).

1. SERVICES:

A) DCS Development – DCS development includes the design, coding, and testing of at least three (3) DCS App forms and the connection and storing of data on cloud-based databases.

B) System Documentation – System Documentation will consist of a PDF format user manual that incorporates text and images to document the features and functions of the DCS App and specific forms. Special documentation will be created for one-on-one and group training of care coordinators and providers, in the use of App and forms.

C) Training – OHS will conduct one (1) onsite training of LDPP personnel and one (1) online (WebEx) training. The WebEx training will be recorded and can be used by new personnel as needed over the course of the project.

D) HIPAA Compliance – The DCS App is expected to collect and store Protected Health Information (PHI). It will be compliant with HIPAA regulations regarding the privacy and security of PHI, as detailed in Exhibit C- HIPAA Business Associate Agreement.

E) Recurring Costs – During the lifetime of the project, OHS will assume responsibility for managing certain services that represent recurring costs. These include maintenance of the DCS app and forms after production release, leasing and managing host servers for the DCS cloud-based database, and maintaining liability insurance suitable for a HIPAA data host.

F) Sustainability – OHS will work with DHHS – Public Health personnel and other organizations to develop a long-term model for the sustainability of the DCS and related software tools.

G) Equipment – For development and testing of the DCS, OHS will purchase one (1) iOS-based (Apple iPad).

2. SCHEDULE:

OHS shall perform in a timely manner those services and work identified in this Exhibit. It is understood by OHS that the performance of these services and work may require a varied schedule as mutually agreed upon by DHHS – Public Health and OHS.

3. DELIVERABLES:

A) A Data Collection System (DCS) smart device app that will:

- Support iOS devices
- Provide efficient, mobile data entry with the ability of collecting data both online or offline
- Support multiple forms, primarily a Caries Risk Assessment form
- Store all collected data in a cloud-based database
- Provide data security consistent with HIPAA requirements

- B) Oral Health Solutions will use iForm/ES administrative tools to create and update project forms, manage users (authorized data entry personnel) and manage the data collected using the forms.
- C) App forms to be created to collect data on individual LDPP clients (children):
- **Patient Activation Measure (PAM):** Structured, motivational survey form for use by care coordinators and community dental health workers. The PAM measure will give LDPP personnel insight to allow more effective support to each individual.
 - **Oral Health Treatment:** Allows entry of treatment codes (American Dental Association CDT codes) to document treatment received by children served by LDPP healthcare providers.
 - **Care Coordination:** Documents care coordination activities by LDPP personnel.
- D) Data collected by DCS App forms will be stored in two (2) cloud-based databases: Raw app form data will be stored on a server supported by Zerion Software; Reformatted data will be stored in the Oral Health Solution Dental Data Manager (DDM2) database. The DDM2 is an electronic dental record system for use in public health which replaces the DDM.
- E) If the LDPP intends to use state and federal funds for the development of an information technology application or other software solution, it must be platform independent and interoperable, and scalable with the ability to grow sufficient user capacity for potential statewide deployment. Additionally, the solution must be modular in nature and have the ability to integrate with other components as specified by DHCS. It must be compatible with a wide range of mobile platforms and support multiple browsers. The software solution must:
- a. Comply with the American's with Disabilities ACT and HIPAA;
 - b. Comply with the Security and Privacy controls for Federal Information Systems and Organizations NISP SP 800-83;
 - c. Utilize FIPS 140-2 validated encryption; and
 - d. Follow Open Web Application Security Project (OWASP) guidelines.

4. ACCEPTANCE CRITERIA:

The Data Collection System (DCS) smart device app that will need to be able to:

- Support iOS devices
- Provide efficient, mobile data entry with the ability of collecting data both online or offline
- Support multiple forms, primarily a Caries Risk Assessment form
- Store all collected data in a cloud-based database
- Provide data security consistent with HIPAA requirements

EXHIBIT B
 Oral Health Solutions, Inc.
 Year 1
 07/01/2017 through 12/31/2017

Personnel

Position Title	# of Staff	Monthly Salary Range	FTE %	Annual Cost
Project Director	1	\$12,500 - \$12,500	1.5 %	\$ 2,218
Software Technician	1	\$4,166.67 - \$4,166.67	4 %	\$ 2,100
Total Salary				\$ 4,318
Fringe Benefits (0%)				\$ 0

Total Personnel \$ 4,318

Operating Expenses

iOS tablet for development \$0
 Dental Data Manager Subscription \$1,500

Total Operating Expenses \$ 1,500

Equipment

N/A \$0

Total Equipment Expenses \$ 0

Travel (At CalHR reimbursement rates)

Total Travel \$ 0

Subcontracts

N/A

Total Subcontracts \$ 0

Other Costs

N/A

Total Other Costs \$ 0

Indirect Costs (10% of salary)

Indirect Costs \$ 432

Annual Budget Total \$ 6,250

EXHIBIT B
 Oral Health Solutions, Inc.
 Year 2
 01/01/2018 through 12/31/2018

Personnel

Position Title	# of Staff	Monthly Salary Range	FTE %	Annual Cost
Project Director	1	\$12,500 - \$12,500	3 %	\$ 4,652
Junior Software Engineer	1	\$4,166.67 - \$4,166.67	15%	\$ 7,700
Total Salary				\$ 12,352
Fringe Benefits (0%)				\$ 0

Total Personnel \$ 12,352

Operating Expenses

Dental Data Manager Subscription \$3,000
 iOS tablet for development \$0

Total Operating Expenses \$ 3,000

Equipment

N/A \$0

Total Equipment Expenses \$ 0

Travel (At CalHR reimbursement rates)

Total Travel \$ 0

Subcontracts

N/A

Total Subcontracts \$ 0

Other Costs

N/A

Total Other Costs \$ 0

Indirect Costs (10% of salary)

Indirect Costs \$ 1,235

Annual Budget Total \$ 16,587

EXHIBIT B
 Oral Health Solutions, Inc.
 Year 3
 01/01/2019 through 12/31/2019

Personnel

Position Title	# of Staff	Monthly Salary Range	FTE %	Annual Cost
Project Director	1	\$12,500 - \$12,500	4 %	\$ 6,048
Junior Software Engineer	1	\$4,166.67 - \$4,166.67	30 %	\$ 14,800
Total Salary				\$ 20,848
Fringe Benefits (0%)				\$ 0

Total Personnel \$ 20,848

Operating Expenses

Dental Data Manager Subscription	\$2,000
Increased Server & Other Subscription Based Costs	\$2,830
Total Operating Expenses	\$ 4,830

Equipment

N/A	\$0
Total Equipment Expenses	\$ 0

Travel (At CalHR reimbursement rates)

Total Travel \$ 2,000

Subcontracts

N/A	Total Subcontracts \$ 0
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Other Costs

N/A	Total Other Costs \$ 0
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Indirect Costs (10% of salary)

Indirect Costs \$ 2,084

Annual Budget Total \$ 29,763

EXHIBIT B
 Oral Health Solutions, Inc.
 Year 4
 01/01/2020 through 12/31/2020

Personnel

Position Title	# of Staff	Monthly Salary Range	FTE %	Annual Cost
Project Director	1	\$12,500 - \$12,500	1 %	\$ 2,000
Software Technician	1	\$4,166.67 - \$4,166.67	6 %	\$ 3,000
Total Salary				\$ 5,000
Fringe Benefits (0%)				\$ 0

Total Personnel \$ 5,000

Operating Expenses

Dental Data Manager Subscription	\$2,000
Increased Server & Other Subscription Based Costs	\$1,600
Total Operating Expenses	\$ 3,600

Equipment

N/A	\$0
Total Equipment Expenses	\$ 0

Travel (At CalHR reimbursement rates)

Total Travel \$ 0

Subcontracts

N/A	Total Subcontracts \$ 0
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Other Costs

N/A	Total Other Costs \$ 0
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Indirect Costs (10% of salary)

Indirect Costs \$ 500

Annual Budget Total \$ 9,100