

SERIAL 06121 ROQ DENTAL SERVICES CONTRACT PROVIDERS – CHS (NIGP 94828)

DATE OF LAST REVISION: February 18, 2009 CONTRACT END DATE: December 31, 2009

CONTRACT PERIOD THROUGH DECEMBER 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DENTAL SERVICES CONTRACT PROVIDERS – CHS (NIGP 94828)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 20, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ks
Attach

Copy to: Clerk of the Board
Dennis Flynn, Correctional Health Services
Kathy Sicard, Materials Management

**REVIEW OF QUALIFICATIONS (ROQ) FOR: DENTAL SERVICES CONTRACT PROVIDERS – CHS
(NIGP 94828)****1.0 INTENT:**

It is the intent of Maricopa County to identify the most qualified applicants, via review of qualifications, for contract award of dental service providers. Dentists shall perform the duties listed below for Correctional Health Services (CHS). These services shall be provided at Maricopa County Correctional Health Services' facilities (See **Exhibit 3**). Contractors shall be required to provide services at all CHS facilities unless restricted due to personal qualifications or specialty. Maricopa County reserves the right to make multiple contract awards, as required. Maricopa County reserves the right to make subsequent awards to this contract, as requirements demand.

2.0 SCOPE OF WORK:**2.1 BACKGROUND**

- 2.1.1 Maricopa County, through Correctional Health Services, provides various health care services to inmates and detainees housed in County jail and detention facilities.
- 2.1.2 Correctional Health Services contracts with various health care professionals to provide patient care and other professional services including Dental and oral health services, to inmates and detainees in County jail and detention facilities.
- 2.1.3 Contractor is an individual or organization who is, has, employs, or contracts with duly qualified, licensed and/or certified to provide professional health care services, medical services, dental services, and/or psychiatric/psychological services in Arizona, or who has agents, employees, contractors or subcontractors who are so qualified, licensed or certified. ***In the event that applications are received from an "organization or agency", the County shall, at its option review the qualifications of the individual provider. Should an award be made to the "organization or agency", the contract award shall specifically note the individual as an "authorized provider". Payment for such, shall be made to the "organization or agency", as opposed to the individual provider.***
- 2.1.4 By this Contract, the County retains Contractor to provide services in, to and through Correctional Health Services' program(s).

2.2 CONTRACTOR QUALIFICATIONS

- 2.2.1 Applicants/respondents submitting Letters of Interest in response to this ROQ shall have current licensure in the State of Arizona and *be eligible for board certification* per requirements as outlined by the Arizona Board of Dental Examiners. The ideal candidate shall possess current board certification. Possession of a current Controlled Substance Registration (DEA) is required.

2.3 DUTIES:

- 2.3.1 As a provider of Dental services, Contractor shall: Provide routine dental treatment for inmates diagnosed as having dental diseases. This would include extractions, filing, denture repairs, etc. Perform dental examinations on inmates; diagnose their dental conditions and develop a treatment plan in accordance with CHS policy. Record all treatment rendered to the inmate through dental records. Provide instructions to the inmate pertaining to oral hygiene and post surgical care. Triage inmate requests for dental care and prioritize according to CHS policies and procedures

- 2.3.1.1 All services provided shall be documented in Dental records within twenty-four (24) hours of providing the service.
- 2.3.2 Provide dental evaluation, and treatment of patients as medically indicated. Evaluation, consultation and treatment shall be conducted in CHS facilities as directed by CHS' Dental Director or designated representative.
- 2.3.3 Participate in the development of patient services' data.
- 2.3.4 Document patient encounters according to CHS procedures. CHS' Dental Director, or designee, shall evaluate encounter forms on a routine basis. Compliance with encounter form procedures shall be part of the provider review process.
- 2.3.5 Provider shall meet and participate in CHS' quality assurance standards, established protocols and legal mandates.
- 2.3.6 Provider shall prescribe medication in accordance with CHS Clinical Policy J-D-01.
- 2.3.7 The Dental Director or Designee shall develop and maintain management structure and performance expectations of Contractors that are consistent with the CHS goals and clinical needs of the patient(s). The management structure and performance expectations shall be published and a copy provided to each Contractor. Contractor is responsible for functioning within the established management structure and shall meet or exceed performance expectations
- 2.3.8 Contractor shall be an active partner in developing, implementing, monitoring and evaluating departmental goals to improve patient care and to measure performance. Compliance with this paragraph shall be measured by the Dental Director through professional observation and Performance Evaluation Reviews.
- 2.3.9 Contractor shall meet with peers and staff as requested and scheduled by the Dental Director, CHS' Medical Services Director or Department Director; attend special meetings to identify and resolve issues specific to delivery of quality dental care, as requested by the Mental Health Services Director, CHS' Medical Services Director or Department Director.
- 2.3.10 Provide evaluation and training to CHS and MCSO staff as required by the Dental Director or designee.
- 2.3.11 Evaluate patients and prepare reports as ordered by the Courts, within the required timeframe, as assigned by the Dental Director. Provide testimony to the Court as required by subpoena. *If not Court ordered or subpoenaed communication with prosecution or defense personnel is prohibited.* Authorized/ordered by the courts testimony will be paid at the hourly fee/compensation rate stated in the award made to the contractor.
- 2.3.12 Review external grievances and medical record reviews prepared by legal liaison for hearings and/or litigation. Advise Dental Director, Medical Services Director, CHS staff, as needed, on acceptable community standards of care and practice guidelines for incarcerated individuals.
- 2.3.13 Contractor agrees to provide contracted services at all CHS facilities as scheduled by the Dental Director. Contractor agrees to the regular schedules, on-call schedules and after-hour non-emergency schedules as published by the Dental Director. As used throughout this Contract, "on-call " means the Contractor is promptly available, through electronic communication devices, to provide dental care needs for CHS patients; "After-hour Non-

Emergency” means Contractor shall physically come in to a CHS facility and perform services after regular scheduled clinic hours.

- 2.3.14 Contractor agrees *not to exceed* the number of hours of contracted services as scheduled by the Dental Director. Exceptions to the number of hours shall be approved by the Dental Director, or designee.
- 2.3.15 Contractor shall maintain professional skills. Contractor shall participate in conferences and such other activities and services as would appropriately fall within the professional aspects of a correctional health setting. This participation includes continuing education. Prior approval of CHS’ Department Director shall be required for any training which the Contractor attends for which the County compensates the Contractor for their time while attending the training.
- 2.3.16 Contractor shall participate in designated Quality Improvement functions as required by the Department.
- 2.3.17 Contractor shall document his/her activities, both clinical and administrative, using the “measurement tools”, e.g. encounter forms, MFR’s designed by the Contractors in coordination with CHS.
- 2.3.18 Contractor, Dental Director, Medical Services Director and Department Director shall cooperate to produce and collect program data for productivity analysis as set forth in the National Commission on Correctional Health Care (NCCHC) accreditation standards and in accordance with CHS’ goals, policies and performance standards.
- 2.3.19 Contractor is required to remain current in regards to professional licenses, Controlled Substance Registration (DEA) and Basic Life Saving (BLS).
 - 2.3.19.1 Upon contract award and/or prior to professional services being provided, CHS’ Dental Director, or designee, shall generate inquiries to appropriate licensing body (is). Inquiries shall verify proper and current licensure/certification; past disciplinary action; or pending investigations. The Dental Director, or designee, shall retain a copy of this verification in the Contractor’s personnel file.
 - 2.3.19.2 Upon contract award and/or prior to professional services being provided, Contractor shall provide to the Dental Director or designee:
 - 2.3.19.2.1 A copy of their current Arizona professional license. *It is the Contractor’s responsibility to provide a copy of renewed licensure within 30 days of renewal.*
 - 2.3.19.2.2 A copy of their Controlled Substance Registration Certificate (DEA Number). If the certificate is not available due to being renewed or due to relocation to Arizona, a copy of the application/receipt shall be provided. *It is the Contractor’s responsibility to provide a copy of the Certificate and subsequent renewal documents within 30 days of receipt.*
 - 2.3.19.2.3 A copy of a current CPR/Basic Life Saving (BLS) Certificate or card. If not current, the Contractor shall be required to complete certification within the timeline specified by the Department Director. *On-line training/certification is not acceptable.* Recertification is required every two (2) years. *It is the Contractor’s responsibility to provide a copy of renewed certification within 30 days of renewal.*
 - 2.3.19.2.4 Documentation of a current PPD with test results. If the Contractor has previously tested positive and is no longer required to test,

documentation shall be provided. Annual testing *is required* unless there is documentation of a positive test on file. *It is the Contractor's responsibility to provide documentation of subsequent PPD results.*

2.3.19.2.5 Documentation of completion of the Hepatitis B series or a statement where the Contractor declines immunization/titer testing.

2.3.19.2.6 All Contractors shall complete CHS' New Employee Orientation within thirty (30) days of initial hire.

2.3.19.3 Annual Requirements

All Contractors shall be *required* to provide documentation of the following on an annual basis.

2.3.19.3.1 Annual PPD unless documentation available indicating that the employee has previously tested positive.

2.3.19.3.2 2Annual OSHA/HAZMAT Training. Contractors, who do not work for CHS full-time, may provide proof of training from their primary employer.

2.3.19.4 It is the *Contractor's responsibility* to submit copies of their renewed licensure/certification, renewed Controlled Substance Registration Certificate and renewed Basic Life Saving Certificate. Correctional Health Services' representatives shall monitor expiration dates for each Contractor and shall remind each Contractor of upcoming expiration dates within thirty (30) days of expiration; however, this is done only as a service to the Contractor. *The Contractor is overall responsible for maintaining current licensure and certification requirements.* Failure on the part of the Contractor to provide required documentation by the end of their respective shift/business day of the end of the month of expiration shall result in their being taken off of the work schedule. They shall remain unpaid and without compensation until the required documentation is received by the Mental Health Services Director, or designee.

2.3.19.5 A copy of the letter provided Contractors of expiration dates of licensure/certification and other administrative requirements shall be provided the Dental Director for information and follow-up.

2.3.19.6 Continued non-compliance could result in termination of Contract as stipulated within.

2.3.20 Contractor shall ensure that NCCHC accreditation standards or standards of other accrediting agencies, relating to mental health issues, are met annually.

2.3.21 Both Contractor and CHS shall comply with, and shall cooperate with, each other to facilitate compliance with all applicable statutes, regulations and rules in connection with the performance of their obligations, including rules imposed by any accreditation body with authority over CHS and Contractor. CHS shall provide Contractor with copies of all policies and procedures (including amendments) applicable to services provided by Contractor under this Contract. In the event that any applicable law, rule or regulation or accrediting authority standard becomes amended, invalidated or replaced, or by its terms causes either or both parties' conduct to be in violation of such law, rule, regulation or standard, both parties agree to use their best efforts to comply and if necessary to negotiate an amendment to this policy letter and/or referenced Contract to conform with the law, rule or regulation, consistent with the intent of this Contract.

- 2.3.22 Both Contractor and CHS shall comply with, and shall cooperate with each other to facilitate compliance with the Maricopa County Ethics Handbook. CHS shall provide Contractor with a copy of the Ethics Handbook (based upon availability) or shall ensure that the Contractor shall have access to the Ethics Handbook.
- 2.3.23 In the event the Contractor disapproves of a policy, rule or regulation, Contractor shall advise Dental Director of the basis for its disapproval.

2.4 OUTCOMES AS A DENTAL PROVIDER

In conjunction with the Contractor's duties, Contractor agrees to achieve the following outcomes:

- 2.4.1 Contractor documents all services rendered to patients in the dental charts within twenty-four (24) hours of providing the service.
- 2.4.2 Reports to the Court are submitted within requested dates.
- 2.4.3 Contractor statements of service shall correspond with CHS' provider schedule and are within billable hour limits.
- 2.4.4 NCCHC accreditation standards relating to dental issues are met annually.
- 2.4.5 Fully participate and assist in the development of performance indicators and measures associated with the Department's strategic initiatives and goals.
- 2.4.6 The Dental Director shall report Contractor's compliance with attendance at regularly scheduled meetings, Grand Rounds or other assigned events.

2.5 SUPERVISION

For purposes of professional services, Contractor shall be under the general supervision of the Dental Director

2.6 SCHEDULE

- 2.6.1 Contractor and Contractor's providers shall devote the number of contract hours, or a portion thereof, as assigned in writing by the Dental Director, to the performance of the duties described in this Contract. Contract hours shall be scheduled to assure coverage and, as a result, may not be limited to normal business hours. Accountability for specific contract hours is the responsibility of the Dental Director.
- 2.6.2 Contractor shall be restricted to the number of scheduled hours unless an exception is granted, in writing, by the Dental Director. This shall pertain to less and/or more hours than agreed upon during the hiring process.
- 2.6.3 All requests for scheduled time off shall be put in writing, at least thirty (30) days prior to leave, to the Dental Director. Approval shall be based on staffing needs.
- 2.6.4 The Dental Director shall provide a staffing schedule to include location and times for which coverage is required. The schedule shall be updated and distributed monthly to each Contractor.
- 2.6.5 Call-Coverage and After-Hour Non-Emergency Coverage shall be as directed by the Dental Director.
- 2.6.6 The Dental Director shall resolve schedule disputes. CHS' Department Director shall have final resolution authority in event the Dental Director is unable to resolve the dispute.

2.7 ATTENDANCE/AVAILABILITY

2.7.1 Definitions

2.7.1.1 Scheduled Time Off: An absence from work for any length of time that is requested in advance and approved by the Dental Director. Scheduled time off shall not count against the Contractor's attendance/availability.

2.7.1.2 Unscheduled Partial Absence: Leaving work early or being absent for part of the day. This absence shall count against the Contractor's attendance/availability unless it meets one of the exceptions (see below).

2.7.1.3 Unscheduled Tardiness: Arriving at work after the Contractor's scheduled start time. There is no grace period. This absence shall count against the Contractor's attendance/availability unless it meets one of the exceptions (see below).

The Contractor shall be required to notify the CHS facility and Dental Director two (2) hours prior to the scheduled start time if unable to work. Failure to do so, within the two- (2) hour timeframe, shall result in an unscheduled absence or tardiness.

2.7.1.4 No Call/No Show: An unscheduled absence or tardiness where the Contractor does not call in according to Department policy. This absence/tardiness shall count against a Contractor's attendance record and may be unpaid per Dental Director's discretion.

2.7.1.5 Patterns of Absenteeism: Situations where the Dental Director notices patterns or trends in the times and days that the Contractor shows up late or calls in sick could result in a pattern of absenteeism being established. Examples that could be considered patterns of absenteeism are: calling in sick or late on particular day(s) of the week; the day before or after a scheduled day off; the day before or after a holiday; or calling in sick when a vacation day has previously been denied. A pattern is identified on the third (3rd) occurrence.

2.7.2 Exceptions

The following lost time occurrences shall not be counted adversely against a Contractor's attendance/availability. The Mental Health Services Director has the discretion to require documentation for any of these occurrences.

2.7.2.1 Scheduled absences.

2.7.2.2 Absences related to an approved FMLA qualifying event which may include: caring for a newborn or newly adopted child; caring for a family member with a serious health condition; contractor's own serious health condition.

2.7.2.3 Contractor has written release from his/her physician or other licensed care provider stating that the Contractor is under his/her care and is now cleared for work. Only one (1) note is needed for an illness involving consecutive days.

2.7.2.4 Military leave.

2.7.2.5 Bereavement leave: death of an immediate family member or grandparent.

2.7.2.6 Written notices for jury duty.

2.7.2.7 Any other legitimate, documented absence approved by the Dental Director

2.7.3 Disciplinary Action

2.7.3.1 As a general guideline, Providers who have two (2) unexcused absences or four (4) tardy or partial absences in one (1) month shall receive an informal counseling from the Dental Director. Providers who have four (4) unexcused absences or eight (8) tardy or partial absences in one (1) month shall receive a written counseling from the Dental Director.

2.7.3.2 A pattern of absenteeism shall be established after the written counseling.

2.7.3.3 Establishment of a pattern of absenteeism or unavailability on the part of the Contractor could result in termination as outlined in the **CONTRACT TERMS AND CONDITIONS** section.

2.8 LICENSURE/CERTIFICATION REQUIREMENTS

2.8.1 All applicable provisions of law and other rules and regulations of any and all governmental, including the State of Arizona, accrediting and regulatory authorities relating to the licensure and regulation of Dentists shall be complied with by the Contractor.

2.8.2 Applicant is responsible for providing the appropriate/relevant copies of current professional licenses, certificates, etc., with the ROQ response.

2.9 SECURITY CLEARANCE

The Contractor shall receive security clearance from the Maricopa County Sheriff's Office, prior to providing services in the detention facilities. CHS shall coordinate this effort, at the expense of the County.

2.10 COMPENSATION

Subject to availability and authorization of funds for the explicit purpose set forth below, Maricopa County shall pay the Contractor for services rendered under this Contract as indicated in the following subsections.

2.10.1 Hourly Rate

Contractor shall indicate salary requirements for services on an "hourly rate", specified on Attachment A, Pricing Page. Rate shall be based on a full-time position. Contractor shall not be compensated for personal, sick, family medical, and vacation leave time and / or holidays. Leave time for Continuing Medical Education units is negotiable and may be compensated depending on the relevance to the position. **CHS reserves the right to negotiate hourly rate(s) with individual applicants, based upon experience and credentials.**

2.10.2 Provider Schedule and Billable Hours

Actual billable hours may not exceed the approved Provider Schedule without prior written approval of CHS' Dental Director. All services shall be bi-weekly to coincide with the approved Provider Schedule. A timesheet shall be completed reflecting the hours worked and signed by the Contractor and the Dental Director or designee.

2.10.3 Performance, Activity and Service (PAS) Reporting

Contractors shall be required, when submitting time sheets for payment of services, to differentiate the amount of time spent on each assignment per activity code. Information acquired shall be used for budgetary reasons. *Contractor participation is a requirement of this Solicitation.*

2.10.4 Method of Payment

2.10.4.1 Maricopa County Finance Department shall, within ten (10) working days from receipt of the statement or invoice, issue a warrant for payment up to the maximum total allowable for the previous period of service provision or work performance, up to the maximum number of units of service actually performed. Should there be a disallowance in the claim; the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for the disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes Clause of the General Provisions of this Contract.

2.10.4.2 The Contractor understands and agrees that the County shall not honor any claim for payment submitted more than 30 days after date of service. All claims shall be submitted within 30 days of County's fiscal year-end (June 30th) to assure payment for services provided during that fiscal year.

2.10.4.3 CHS shall issue a Quarterly Contract Status Report to Contractor that shall include Contractor hours and dollars expended.

2.10.5 Taxes and Benefits

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation and other mandatory governmental deductions or obligations, if any, and any pension or retirement program and in connection therewith Contractor shall indemnify and hold the County harmless for any and all liability which County may incur because of Contractor's failure to pay such taxes or obligations, as well as for the County's liability for any such taxes or obligations.

2.10.6 Department Recoupment Rights

In addition to any other remedies set forth in this Contract, Department has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, where such monies should not have been provided to Contractor under the terms of this Contract or where Department is obligated to recoup under state or federal laws.

2.11 SPACE, EQUIPMENT AND SUPPORT STAFF

2.11.1 CHS shall provide the Contractor with furnished space and equipment and non-physician personnel as is reasonably necessary for the proper administrative and clinical operation.

2.11.2 Such space and equipment and non-physician personnel shall, subject to budgetary restrictions, meet the requirements set forth by the National Commission on Correctional Health Care (NCCHC).

2.11.3 CHS shall keep and maintain all equipment provided to the Contractor in good order and repair, at no expense to the Contractor.

2.12 WHAT TO SUBMIT IN THE ROQ RESPONSE - MANDATORY

2.12.1 **Interested professionals shall submit the following in order to be considered for award of a contract:**

2.12.1.1 **CV or Resume that includes a work history that identifies both dates and responsibilities, with special interest on those entries relevant to this solicitation.**

- 2.12.1.2 **Copies of appropriate licenses, certifications/diplomas/residencies/board certifications, etc., which are relevant to this solicitation**
- 2.12.1.3 **Letter of Interest (Transmittal)**
- 2.12.1.4 **Attachment A**
- 2.12.1.5 **Attachment B**
- 2.12.1.6 **Attachment C**

APPLICATIONS WHICH ARE NOT “COMPLETE” MAY BE DEEMED NONRESPONSIVE AND THEREFORE NO ELEGIBLE FOR CONTRACT AWARD.

ADDITIONALLY ALL APPLICANTS ARE REQUIRED TO BE REGISTERED AS A VENDOR WITH THE COUNTY, SEE EXHIBIT 1.

- 2.12.2 **Applicants shall submit their response in accordance with the Information found on the cover page of this solicitation. This is for the initial solicitation effort.**
- 2.12.3 **Interested professionals who shall submit their application for consideration, AFTER the initial solicitation effort has “closed”, shall provide all items listed in Section 2.12.1 to the following address:**

Correctional Health Services
% Contracts Specialist
3250 W. Lower Buckeye Road.
Phoenix, AZ 85009

A “registry” of interested parties shall be maintained by Correctional Health Services. Should additional requirements be identified, those applicants listed on the “registry” shall be notified, in the order of receipt of application.

2.13 SAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the service activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.14 FACILITIES:

During the course of this Contract, the County shall provide the Contractor with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

2.15 INVOICES AND PAYMENTS:

2.15.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.15.1.1 Company name, address and contact
- 2.15.1.2 County bill-to name and contact information
- 2.15.1.3 Contract Serial Number
- 2.15.1.4 County purchase order number
- 2.15.1.5 Invoice number and date
- 2.15.1.6 Payment terms

- 2.15.1.7 Date of service or delivery
- 2.15.1.8 Quantity (number of days or weeks)
- 2.15.1.9 Contract Item number(s)
- 2.15.1.10 Description of Purchase (product or services)
- 2.15.1.11 Pricing per unit of purchase
- 2.15.1.12 Freight (if applicable)
- 2.15.1.13 Extended price
- 2.15.1.14 Mileage w/rate (if applicable)
- 2.15.1.15 Arrival and completion time (if applicable)
- 2.15.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.15.2 **Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program.** This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.15.3 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.16 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in Response price.

2.17 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed professional service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential shall be charged against the Contractor.

2.18 INDEPENDENT CONTRACTOR:

2.18.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.18.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.18.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

3.0 SPECIAL TERMS & CONDITIONS:**3.1 CONTRACT TERM:**

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3)-year period, from the date of contract award.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1)-year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price (compensation/fees) adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request shall be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 PROFESSIONAL LIABILITY INSURANCE:

Contractor, Contractor's employees and Subcontractors, if any, who are duly selected for the Correctional Health Services dental services staff and who provide health care, medical or professional services pursuant to the terms of this Contract, shall be deemed agents of the County for purposes of determining professional liability for acts rising out of the performance of this Contract. Such professional liability coverage shall be for services performed as specified in the Scope of Work of this Contract. The County, through the Maricopa County Attorney's Office, shall provide the defense and legal representation.

The scope of the County's responsibility to Contractor or Contractor's professional employees or Subcontractors who are duly appointed to the Correctional Health Services dental services staff and who provide health care, medical or professional services is governed by the terms of the Maricopa County Self-Insurance Trust, as amended.

Maricopa County, its risk Management Department and its Self-Insurance Trust may defend or settle any claim or suit involving the Contractor, its employees and/or Subcontractors as it deems appropriate and Contractor's consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor or its dental services providers prior to making and/or implementing any settlement decision.

3.5 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.6 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each

accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts).

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.7 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.8 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.10 SCHEDULE OF EVENTS

Review of Qualifications/Application issued: 10/12/06

Deadline for submission of Responses is 2:00 P.M., MST, on **OCTOBER 30, 2006**. All Responses must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Schedule dates listed below, are approximate, and may be changed, without notice, as necessary to meet the needs of the County/

Proposed review of Responses and short list decision: 11/06/06

Proposed Respondent presentations/interview: (if required) 11/13/06

Proposed selection and negotiation: 11/20/06

Proposed award of Contract(s): 12/13/06

All Responses to this ROQ become the property of Maricopa County and (other than pricing) shall be held confidential, to the extent permissible by law. The County shall not be held accountable if material from Responses is obtained without the written consent of the Respondent by parties other than the County.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Dennis Flynn, Contracts Administrator, Correctional Health Services, 602-506-5579

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Respondents shall provide one (1) original hard copy (labeled) and five (5) hardcopy copies of their Response, plus two (2) electronic copies, including pricing, on CD. **Respondents shall address Responses identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management
320 West Lincoln Street
Phoenix, Arizona 85003**

**SERIAL 06121 – ROQ
DENTAL SERVICES CONTRACT PROVIDERS – CHS (NIGP 94828)**

Response must be signed by Respondent. All prices shall be held firm for a period of one hundred fifty (150) days after the ROQ closing date.

3.13 GENERAL CONTENT:

The Response should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of qualifications, experience, certifications, degrees, credentials, capabilities and related prices to satisfactorily perform the Contract being sought.

3.14 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all Responses follow the same general format. The Responses are to be submitted in binders and have sections tabbed as below: (Responses are limited to 100 pages, single sided, 10 point font type).

3.14.1 Table of Contents

3.14.2 Letter of Transmittal (Exhibit 2)

3.14.3 Qualifications – This section shall describe the Respondent's qualifications, credentials and experience related to the services proposed, including any other pertinent information.

3.14.4 Copy of each applicable license.

3.14.5 Attachment A (Pricing)

3.14.6 Attachment B (Agreement Page)

3.14.7 Attachment C (References)

3.15 EVALUATION OF RESPONSES – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Response. At the County's option, Respondents may be invited to make presentations (interview) to the Evaluation Committee. Negotiations may be conducted, as needed, with the Respondent(s). Responses shall be evaluated on the following criteria which are listed in descending order of importance.

3.15.1 Respondent's proven qualifications and credentials.

3.15.2 Experience in providing the services.

3.15.3 Price of services.

3.16 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting shall be coordinated by the Procurement Officer of the Contract.

THOMAS CHONG, DMD, 3009 W. YUCCA STREET, PHOENIX, AZ 85029

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

1.0 PRICING:

ITEM DESCRIPTION

Compensation/Fee

1.1 Provide dental services in full compliance with the scope of work found in this solicitation/contract.

\$ 70 /hour

Applicant/respondent shall understand that Maricopa County reserves the right to negotiate compensation/fee hourly rate, based upon credentials and experience.

PRICING SHEET: P080201/B0603771 (NIGP 94828)

Terms: NET 30

Vendor Number: W000008707 X

Telephone Number: 602/943-5396

Fax Number: 602/93-5396

Contact Person: Thomas Chong

E-mail Address: tchong7231@hotmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2009.**

KENDRICK D. GRAY, P.O. BOX 246, DEXTER, NM 88230-0246

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO %
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

1.0 PRICING:

ITEM DESCRIPTION _____ Compensation/Fee

1.1 Provide dental services in full compliance with the scope _____ \$ 70 /hour
_____ of work found in this solicitation/contract.

Applicant/respondent shall understand that Maricopa County reserves the right to negotiate compensation/fee hourly rate, based upon credentials and experience.

PRICING SHEET: P080201/B0603771 (NIGP 94828)

Terms: _____ NET 30

Vendor Number: _____ W000008769 X

Telephone Number: _____ 602/206 6354

Fax Number: _____ 602/206 6354

Contact Person: _____ Kendrick Gray

E-mail Address: _____ graykendrick@hotmail.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending December 31, 2009.

CONTRACTOR CANCELLATION EFFECTIVE 6/04/07.

JAMES BAIK DMD, 8758 W HAYWARD AVENUE, GLENDALE, AZ 85305

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation/Fee</u>
1.1 Provide dental services in full compliance with the scope of work found in this solicitation/contract.	<u>\$ 70 /hour</u>

Applicant/respondent shall understand that Maricopa County reserves the right to negotiate compensation/fee hourly rate, based upon credentials and experience.

PRICING SHEET: P080201/B0603771 (NIGP 94828)

Terms: NET 30

Vendor Number: W000009212 X

Telephone Number: 623/773-9890

Fax Number: 623/773-9890

Contact Person: James Bail

E-mail Address: jamesbaik@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending December 31, 2009.

CONTRACT AWARD EFFECTIVITY DATE MARCH 06, 2007

JOSE DELOS SANTOS, 15717 W. JENAN DRIVE, SURPRISE, AZ 85379
14363 W. YUCATAN STREET, SURPRISE, AZ 85379

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Compensation/Fee</u>
1.1 Provide dental services in full compliance with the scope of work found in this solicitation/contract.	<u>\$ 70 /hour</u>

Applicant/respondent shall understand that Maricopa County reserves the right to negotiate compensation/fee hourly rate, based upon credentials and experience.

PRICING SHEET: P080201/B0603771 (NIGP 94828)

Terms: NET 15

Vendor Number: W000009230 X

Telephone Number: ~~623/322-8346~~ **623/399-6215**

Fax Number: ~~623/322-8346~~ **623/399-6215**

Contact Person: Jose Delos Santos

E-mail Address: injdl@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2009.**

CONTRACT AWARD EFFECTIVITY DATE MARCH 06, 2007