

COUNTY OF TUOLUMNE
Health and Human Services Agency
Public Health Department
Issued: September 23, 2020



REQUEST FOR PROPOSALS (RFP)
JAIL INMATE AND DETAINED YOUTH DENTAL
SERVICES

Deadline for Submission of Proposals:
October 9, 2020 by 3:00 p.m.

For an electronic version of this RFP, go to:
<http://www.tuolumnecounty.ca.gov>
(Click on "Bids, RFPs & RFQs")

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SECTION ONE: ACTIVITIES AND TIMELINES

| ACTIVITY | DATE |
|--|--------------------------------|
| • Release of published RFP | 09/23/2020 |
| • Advertise & Solicit RFP | 9/26/2020, 9/29/2020 |
| • Deadline for receiving all questions | 10/02/2020 |
| • Mandatory Bid Walk* | 10/05/2020 |
| • Deadline for RFP responses to be received by County | 10/09/2020 |
| • Review Committee evaluates and ranks proposals (Tentative) | 10/09/2020 – 10/13/2020 |
| • Commencement of negotiation period (Tentative) | 10/13/2020 |
| • Notice of contract award (Tentative) | 10/13/2020 |
| • Deadline for protests/appeals (Tentative) | 10/23/2020 |
| • Contract executed (Tentative) | 11/01/2020 |

*All proposers must attend the mandatory Bid Walk at 9:00 a.m. on October 5, 2020 at the Sheriff J.H. Dambacher Detention Center located at 12915 Justice Center Drive, Sonora, CA 95370.

SECTION TWO: GENERAL RFP SUMMARY

The County of Tuolumne, through its Health and Human Services Agency, Public Health Department, hereinafter referred to as the “County”, is requesting proposals from qualified licensed dentists and/or dental practices interested in providing dental services to inmates of the Sheriff J.H. Dambacher Detention Center and/or detained youth of the Mother Lode Regional Juvenile Detention Facility (MLRJDF).

Proposers may submit a proposal for Jail Inmate Dental Services, Detained Youth Dental Services, and/or Jail Inmate and Detained Youth Dental Services.

The County intends to award one contract to a successful applicant to perform jail inmate and detained youth dental services, or two contracts to successful applicants (one contract for jail inmate dental services and one contract for detained youth dental services).

California law and federal law provide specific employment restrictions for retirees and/or current County employees that desire to contract with the County.

For CalPERS retirees: if the work you will perform as a contractor is the same or similar to work you performed as an active employee or is work that is performed by active employees, it is most likely subject to the PERS retired annuitant restrictions, meaning the employment is disallowed and the County will not be able to enter into a contract with you.

For current County employees: California and federal law prohibit a current employee from contracting with its employer while being an active employee. If an employee is interested in becoming an independent contractor, the employee must consider separation from employment with the County, however should the employee retire, he/she may be subject to the CalPERS

retired annuitant laws. Should a current County employee respond to a RFP while in active employment status, the employee must separate from employment prior to award of the contract.

No County time is allowed to be used to prepare for or work on a response to a County RFP.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

Title 15 of the California Code of Regulations requires that all local detention facilities provide emergency and basic health care services to all inmates and detained youth. The Tuolumne County Health Department is responsible for administering these services, which include basic dental services for inmates of the Sheriff J.H. Dambacher Detention Center and the Mother Lode Regional Juvenile Detention Facility (MLRJDF).

SECTION FOUR: SCOPE OF SERVICES

The scope of this RFP is to identify licensed dentists and/or dental practices, to provide the dental services specified below to the Sheriff J.H. Dambacher Detention Center inmates and/or Mother Lode Regional Juvenile Detention Facility detained youth. Establishing the scope of services to be rendered to inmate and/or detainee patients is based on the following assumptions:

- Treatment plans for patients will be limited to care that can be provided during the expected time of County incarceration.
- Patients are required to practice a high level of self-control during their time of dental services and cooperate fully during treatment, including answering questions and following instructions.
- Dental treatment services are limited to immediate needs as described herein.
- **Dental services will be provided in the dental office on-site for adult inmates. Juveniles will be seen off-site at the Contractor's facility.**

Screening

Dental screening will be performed by County's correctional facility medical staff as part of the routine health assessment for all inmates and youth.

Scheduling

Adult jail inmate appointment scheduling will occur as follows:

- Dental appointments will be regularly scheduled through the County Sheriff's Office on a monthly basis, in six-hour blocks of time for jail inmates, and limited service time needed for detained youth. The number of inmates treated per block of time depends on the types of treatments required and the efficient flow of patients made possible by Jail custody staff.
- Dental services for adult inmates will be performed in the dental office provided on-site. The selected dental professional(s) will be working in a state-of-the-art

dental environment fully equipped with Adec dental equipment, Gendex digital imaging products, and Dentrix software.

- **Cancellations:** Cancellations of scheduled blocks of time must occur no later than 9:00 a.m. two (2) days prior to the day of the scheduled block. Cancellations made by County after deadlines will result in billing the Sheriff's Office the full amount for the reserved block. Cancellations made after deadlines by Contractor staff will result in no charge to County.
- **Cancellations:** Should an inmate cancel, an inmate on the wait-list will fill the vacant spot.

Detained youth appointment scheduling will occur as follows:

- Dental appointments will be scheduled on an as-needed basis by the County Probation Department's MLRJDF staff to respond to acute conditions and to avert adverse effects on the detained youth's overall health, including preventative services as recommended by a dentist and annual dental exams for youth detained for longer than one year (15 CCR §1435).

Transportation and Security. County custody staff will provide transportation of inmates/youth to and from the dental clinic. Security will be provided at all times on the dental clinic premises. Youth must be previously classified for level of security and appropriately supervised/restrained by County custody staff.

Security: County custody staff shall be present at all times during the dental service to maintain a secure work environment for dental staff.

Dental Treatment Services.

- i. The Parties to this Agreement understand that this is a clinically limited program. Typical services rendered include (but are not limited to): limited exam, imaging, consultation, treatment planning, surgery, restorative (palliative treatment) including indirect pulp caps and stainless steel crowns, gross scale, oral hygiene instruction, and prosthetics if pre-authorized.
- ii. Inmates/youth accessing dental treatment will be under the direction of a licensed dentist. Treatment provided is based on the patient's needs, length of stay and priorities listed below:
 - Relief of pain and treatment of acute infections, including hemorrhage, swelling, toothaches, broken, loose, or knocked out teeth, acute abscesses, and post-operative complications.
 - Extraction of infected and broken teeth

- Repair of injured or carious teeth
 - Biopsy of suspicious lesions
- iii. Although treatment is not limited to the services described above, elective restorative work that can reasonably be deferred without serious detriment to the patient is considered the patient's responsibility. Such work shall not be completed during the period of incarceration.
- iv. All plans for detained youth dental treatment must be reviewed with the Chief Probation Officer or designee prior to receipt of treatment.

Confidentiality. For reasons of security for staff and inmates/youths, strict confidentiality regarding all patients and appointments will be maintained. Patients and/or appointments shall not be published nor acknowledged to any outside inquiry other than direct contact with County custody staff and/or correctional facility medical staff.

Records. Patient records are the property of Contractor. A record of dental treatment will be also be maintained in each patient's medical record on site at the applicable facility. Access to patient dental records by authorized County staff will be consistent with all applicable federal, state, and local codes and regulations, including those defined by the Health Information Portability and Accountability Act (HIPAA), and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). Information regarding dental treatment and aftercare instructions will be provided to County correctional facility medical staff.

SECTION FIVE: MINIMUM QUALIFICATIONS

A. Minimum Qualifications:

- Be a licensed dentist in good standing with the Dental Board of California
- Be able to provide a time block for detained youth to be treated in privacy away from other patients in the dental office to maintain confidentiality for minors.

B. Other Desired Qualifications:

- Have experience providing dental services with jail inmates/detained youth.

All proposers must be able to pass a general background check.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

This RFP (including attachments) will also be available on the Tuolumne County website at: <http://www.tuolumnecounty.ca.gov>. Click on "Bids, RFPs & RFQs" in the Business section.

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

There are three options for service proposals:

1. Jail Dental Services
2. Detained Youth Dental Services
3. Jail and Detained Youth Dental Services

Each proposer must submit a proposal for at least one of the above options and include all proposal elements specified in Section Six for each proposal submitted.

A proposer may submit a separate proposal for each of the three options for a total of up to three proposals. The proposer must include all proposal elements for each proposal option.

For each option: Each proposer must submit one original proposal and **three (3) additional copies of the proposal**. The original must be clearly marked "ORIGINAL."

B. PROPOSAL ELEMENTS

1. **Cover Sheet- Use Attachment 1 with the specified option**
2. **Scope of Services:**
 - a. Provide a complete list of services, describing how these services will address the requirements listed in Section Four of this RFP.
 - b. Describe how you will meet the technical requirements listed in Section Five of this RFP. For services provided to youth, please describe the location in which services will be rendered, equipment that will be used, and any additional information relevant to conducting the services.
 - c. Describe your service delivery plan for providing the proposed services.
 - d. Describe how your organization will integrate with jail/juvenile/medical staff, collaborating with staff in providing feedback for general assessment, planning, treatment, and follow-up for inmates and juveniles.
 - e. Describe your agency's schedule to perform dental services.
 - f. Describe how the proposed services will ensure continued compliance with all applicable laws and regulations.

Provide a timeline for implementation of the required services, including readiness to provide services upon the signing of a contract
3. **Past & Present Performance**

Provide a list of current and former work experiences that demonstrate your agency's ability to perform the services solicited. This list will serve as a list of references and must include name, title, relationship/service, email address/phone number.

- i. The County may contact some or all of the references provided. The County also reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.
4. **Staffing and Organization**
Provide a staffing plan, including an organizational chart and description of what each staff member will provide, for meeting the requirements described in Section Four of this RFP. Describe how you will provide back-up staffing during absences.
5. **Proposed Budget**
Propose an annual cost for providing dental services to patients not to exceed six hours per month. Describe and explain how your proposed cost is reasonable and appropriate.

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|-----------------------------------|
| SECTION SEVEN: RFP PROCESS |
|-----------------------------------|

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the Public Health Department, ***NO LATER THAN October 9, 2020 by 3:00 p.m.***

Proposals are to be addressed as follows:

**[INSERT CHOSEN OPTION HERE] Dental Services
Tuolumne County Health and Human Services Agency
Public Health Department
20111 Cedar Road North
Sonora, CA 95370**

Attention: Alex Parnell, Staff Services Analyst
Proposer's name and return address must also appear on the envelope.

Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. No e-mailed or facsimile proposals will be considered. The Public Health Department time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted exclusively in writing to the County by **October 2, 2020 by 3:00 p.m.** Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County website, www.tuolumnecounty.ca.gov, (click on “Bids, RFPs & RFQs” in the Business Section). **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

Questions should be addressed to:

County of Tuolumne
Public Health Department
Attn: Alex Parnell
20111 Cedar Road North
Sonora, CA 95370

-OR-

Email: aparnell@co.tuolumne.ca.us

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of this RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

The Cover Sheet (Attachment 1) of each proposal stipulates that each applicant accepts all terms and conditions contained in the RFP. Each applicant shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the final award decision.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County’s option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or

inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor/consultant that best satisfies the County's requirements. The following describes the evaluation process and associated components.

2. SELECTION PROCESS

- a. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. EVALUATION CRITERIA & SCORING

- a. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

| | | |
|-----------|--|---------------|
| A. | Completeness of Proposal | Pass/ Fail |
| B. | Scope of Services & Service Proposal | 25% |
| C. | Past & Present Performance/References | 15% |

| | | |
|-----------|---|-----|
| D. | Staffing & Organization | 20% |
| E. | Budget <i>When purchasing equipment or supplies, local vendors within Tuolumne County shall be given a 5% price preference. (TCOC § 2.24.050)</i> | 40% |

4. **AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer’s proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the County; and,
 - Insurance coverage to include worker’s compensation, general liability, auto liability and professional liability, unless waived by the County.

- Meet the requirements for audit of its expenditures if required in the above documents.

G. NON-DISCRIMINATION

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. PROTEST/APPEAL PROCESS

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to the Public Health Department, 20111 Cedar Road North, Sonora, CA 95370, Attention: Alex Parnell, Staff Services Analyst
- The protest must be submitted before 3:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Health and Human Services Agency Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

I. PUBLIC RECORDS ACCESS

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION

A. SAMPLE AGREEMENT

A sample Agreement is attached to this RFP, which details all standard terms and conditions required by the County of Tuolumne.

B. TERM/TERMINATION

The term of the initial contract awarded under this RFP will be for two years. By mutual agreement, this contract may be extended for three additional one-year terms, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon one hundred twenty (120) days' advance, written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

C. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by

the Risk Manager of the County. The Policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies.

- i. Worker's Compensation – in compliance with the statutes of the State of California.
- ii. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. The certificate of insurance shall indicate the aforementioned.
- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.
- iv. Medical Professional Liability insurance with a minimum level of \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage.
- v. Professional Negligent Errors and Omissions insurance, during the entire term of this Agreement and two (2) years past the expiration or termination thereof, Contractor shall maintain in full force and effect, professional negligent errors and omissions liability insurance, which shall include the following provisions:

The policy limits of said insurance shall not be less than four hundred thousand (\$400,000) per claim. Contractor shall endeavor to maintain insurance for a period of no more than one year following completion of this Agreement. In the event Contractor fails to provide such insurance or to pay premiums thereon, County shall have the right to pay such premiums as are reasonable and commercially available, on behalf of Contractor and to deduct the costs thereof from any sums then owing to Contractor.

- B. If at any time any of the said policies shall be reasonably unsatisfactory to the County, as to form or substance or if a company issuing such policy shall be reasonably unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County may be forthwith declared suspended, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification. The County,

its elected and appointed officials, officers, employees, agents and volunteers (“additional insureds”) shall be named as an additional insured on automobile and general liability insurance policies required herein. The Contractor’s insurance policy(ies) shall include a provision that the coverage is primary as respects to the additional insureds (to the extent of the Contractor’s negligence in the performance of its services under this Agreement); shall include no special limitations to coverage provided to additional insured under the automobile and general liability policies; and, shall be placed with insurer(s) with acceptable Best’s rating of A:VII or with approval of the Risk Manager.

- C. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“County additional insureds”).
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- F. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any

liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

E. HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

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|----------------------------------|
| SECTION NINE: ATTACHMENTS |
|----------------------------------|

Attachment 1: Cover Sheet (Select Chosen Option)

Attachment 2: Sample Agreement

ATTACHMENT 1: COVER SHEET – OPTION 1

Subject: PROPOSAL FOR JAIL INMATE DENTAL SERVICES

- This proposal is submitted for consideration of award under the Request for Proposal.
- I accept the terms and conditions contained in the Request for Proposal.
- I certify that all statements in this proposal are true.

A. Proposal Format:

| Item | | YES | NO |
|------|---|-----|----|
| 1. | One original proposal marked “Original” plus 3 copies of the proposals. 12 inch font is to be used. | | |
| 2. | The “original” is to be either loose-leaf or in a three (3)-ring binder, not bound. | | |

B. Proposal Package:

| Item | | YES | NO |
|------|--|-----|----|
| 1. | Cover Sheet (signed) - Use Attachment 1 | | |
| 2. | Scope of Services | | |
| 3. | Past/Present Performance/References - Use Attachment 2, if desired | | |
| 4. | Staffing and Organization | | |
| 5. | Budget | | |

| AUTHORIZED SIGNATORY | | | |
|-----------------------------|--|-----|--|
| Name (Printed) | | | |
| Signature | | | |
| Date | | | |
| Address | | | |
| Phone Number | | Fax | |
| E Mail Address | | | |

As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.

ATTACHMENT 1: COVER SHEET – OPTION 2

Subject: PROPOSAL FOR DETAINED YOUTH DENTAL SERVICES

- This proposal is submitted for consideration of award under the Request for Proposal.
- I accept the terms and conditions contained in the Request for Proposal.
- I certify that all statements in this proposal are true.

C. Proposal Format:

| Item | | YES | NO |
|------|---|-----|----|
| 1. | One original proposal marked “Original” plus 3 copies of the proposals. 12 inch font is to be used. | | |
| 2. | The “original” is to be either loose-leaf or in a three (3)-ring binder, not bound. | | |

D. Proposal Package:

| Item | | YES | NO |
|------|--|-----|----|
| 1. | Cover Sheet (signed) - Use Attachment 1 | | |
| 2. | Scope of Services | | |
| 3. | Past/Present Performance/References - Use Attachment 2, if desired | | |
| 4. | Staffing and Organization | | |
| 5. | Budget | | |

| AUTHORIZED SIGNATORY | | | |
|-----------------------------|--|-----|--|
| Name (Printed) | | | |
| Signature | | | |
| Date | | | |
| Address | | | |
| Phone Number | | Fax | |
| E Mail Address | | | |

As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.

ATTACHMENT 1: COVER SHEET – OPTION 3

Subject: PROPOSAL FOR JAIL INMATE AND DETAINED YOUTH DENTAL SERVICES

- This proposal is submitted for consideration of award under the Request for Proposal.
- I accept the terms and conditions contained in the Request for Proposal.
- I certify that all statements in this proposal are true.

E. Proposal Format:

| Item | | YES | NO |
|------|---|-----|----|
| 1. | One original proposal marked “Original” plus 3 copies of the proposals. 12 inch font is to be used. | | |
| 2. | The “original” is to be either loose-leaf or in a three (3)-ring binder, not bound. | | |

F. Proposal Package:

| Item | | YES | NO |
|------|--|-----|----|
| 1. | Cover Sheet (signed) - Use Attachment 1 | | |
| 2. | Scope of Services | | |
| 3. | Past/Present Performance/References - Use Attachment 2, if desired | | |
| 4. | Staffing and Organization | | |
| 5. | Budget | | |

| AUTHORIZED SIGNATORY | | | |
|-----------------------------|--|-----|--|
| Name (Printed) | | | |
| Signature | | | |
| Date | | | |
| Address | | | |
| Phone Number | | Fax | |
| E Mail Address | | | |

As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.