

BIDDER'S PROPOSAL PACKET

CROOK COUNTY SHERIFF'S OFFICE
PRINEVILLE, OREGON 97754

PROJECT NAME: Crook County Dental Services Contract

CONTRACT NO: 2017-Jail-11

SUBMITTAL DEADLINE: 2:00 PM Monday, August 28, 2017

OPENING OF BIDS: 3:00 PM Monday, August 28, 2017

AWARD DATE: 9:00 AM Wednesday, September 6, 2017

Proposal Information and Requirements

Crook County Dental Services Contract Project
Contract No.: 2017-Jail-11

Crook County, a political subdivision of the State of Oregon, is seeking qualified dental service providers to offer proposals for a multi-year contract, to provide urgent and emergency dental services to in-custody inmates housed at the Crook County Jail.

As more fully explained below, essential services include:

- The ability to accept patients upon little or no prior notice for urgent or emergency dental care.
- The ability to invoice the County in such a way that the County may track:
 - The date of the service.
 - The name of the inmate patient.
 - A brief description of the services being performed.
- The ability to provide routine but emergency dental care; and for any service beyond the provider's capability, the ability to provide referrals to other emergency dental care providers who may meet that need.

The dental service provider will **not** be required to:

- Provide in-office security for the inmate patient – the County Sheriff's Office will be responsible for the custody of the inmate at all times.

TIME AND PLACE OF RECEIVING PROPOSALS

Sealed proposals for this project must be received by Crook County Administration Office by the deadline.

Each bid shall be enclosed in a sealed envelope and hand-delivered or mailed to Crook County Courthouse, Administration Office, 300 NE 3rd Street, Room 10, Prineville, OR 97754, and will be placed in the "Bid Box" at the Administration Office. **The bid must be received not later than 2:00 p.m., as determined by the bid clock located in the Administration office on or before Monday, August 28, 2017.** No bid received after that time will be opened or considered.

No electronic (via fax or email) submissions will be accepted. Postmarks will not be used to determine date of receipt. **All envelopes must be sealed and plainly marked on the outside showing the name of the bidder, and the word "BID" or "PROPOSAL."**

The sealed proposals for the work described will be publicly opened and read at **3:00 p.m., on Monday, August 28, 2017,** at the County Administration Office, 300 NE 3rd Street, Prineville, OR 97754. The intended award will be announced during the County Court Meeting scheduled for **Wednesday, September 6, 2017, at 9:00 a.m.,** at 320 NE Court St., Prineville, OR 97754, with the final execution of the contract to follow within seven (7) days thereafter.

COMPLETION TIME LIMIT

The expected duration of the dental services contract is three (3) years.

CLASS OF PROJECT

This is a Crook County funded project. No Federal-Aid funds are involved.

CONTRACTOR LICENSE / CONTRACTOR COMPLIANCE

Bidder, contractor, and/or any permitted subcontractor are required to be licensed with the Oregon Board of Dentistry or the proposal will not be considered. The successful bidder will be required to maintain such a license throughout the duration of the contract.

All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding workers' compensation unless they meet the requirements for an exemption under ORS 656.126.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interest of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed forty five (45) days, or to reject any and all bids received and further advertise for bids.

Crook County may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject any and all bids upon a finding of the County that it is in the public interest to do so.

The County may reject a bid when the contractor or an employee of the contractor who will have a material role in delivering the good or service sought was previously engaged as an employee of the County and when such employment relationship ended in a manner which created ill will between the County and the employee.

The County may reject any bid when in the judgment of the County Court acceptance of such bid shall pose a security risk to the County or the public served by the County.

The County reserves the right to waive minor informalities in the bid proposal documents in its sole discretion

Description of Work

Crook County Dental Services Contract Project Contract No.: 2017-Jail-11

Contractor will provide emergency or urgent-care dental services to inmates referred to Contractor by the County. *These services may be on an emergency basis with little or no warning.*

Contractor must have qualified staff available 24-hours per day, 7-days per week.

When Contractor knows he or she will be unavailable, Contractor will make arrangements with other qualified dental service providers and immediately relay their contact information to the County.

County is responsible for transporting the inmate to and from Contractor's office, and for providing necessary security for the inmate patient referred to Contractor.

Contractor will provide emergency or urgent-care oral surgery, which may include but not be limited to:

- Removing teeth or foreign objects.
- Installation of crowns, bridges, and other cavity fillings.
- Dental X-rays.
- Provide a complete invoice for services to the County, billed as a business, which invoice will include:
 - A description of the services performed / supplies used.
 - A cost per service or supplies used, together with a total invoice amount.
 - A statement of the date and approximate time the services were supplied.
 - If provided by the County, the name of the inmate patient.
 - The invoice may contain other information as deemed useful by Contractor.
- Contractor must accept patients for whom services would be paid through Oregon Health Plan (OHP) funding sources.
- When services may be beyond the capabilities of Contractor, Contractor will provide referrals for service providers qualified to perform the services. To the extent possible, such referrals will be, in order of preference, (1) within Prineville, (2) within Central Oregon, or (3) within the State of Oregon.

Services performed at non-office hours may be billed at an increased rate, as reflected on the bid schedule.

Unless otherwise agreed between County and Contractor in a given instance, the following will **not** be among the services required:

- Teeth whitening, contouring, or other cosmetic dental services.
- Routine dental cleaning.
- Denture or prosthetic fittings unless otherwise required for the emergency dental services.
- Orthodontics or braces.

Except for supplies and equipment used in the provision of the services above, Contractor will not provide supplies to inmate patients directly. When such supplies are required, they will be provided directly and only to County-designated staff.

PROPOSAL SUMMARY OF COSTS

Crook County Dental Services Contract Project
Contract No.: 2017-Jail-11

Name of Bidder

Address

City State Zip

Phone #

Email address

CONTRACT NO. 2017-Jail-11

PROJECT TITLE: Crook County * Project

Please provide a reliable **estimate** of the costs for services based on whether the services are performed at a routine appointment during regular office hours, an emergency basis during regular office hours, or an emergency basis after regular office hours:

Description of Work	Routine	Emergency	After Hour Emergency
Removing teeth/foreign objects			
Crowns, bridges, cavity fillings			
Dental X-Rays			

It is understood that these costs for services are **estimates**, and that the treatment of an individual patient may require a different price. The cost estimates should include a good faith appraisal of all components of the services, including time, material, and administrative work (billing, etc.)

PROPOSAL STATEMENT

Crook County Dental Services Contract Project Contract No.: 2017-Jail-11

To the Crook County Court, Crook County, Oregon:

The undersigned, as bidder, declares that:

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has obtained and become acquainted with the forms of contract which are to be signed by the successful bidder (**see page 7 below**); and
- The bidder is satisfied as to the qualities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these qualities and conditions; and

The bidder also proposes and agrees that:

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of performance, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements the representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule/Summary of Costs" bound in this proposal; and
- The bidder has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; and
- The bidder has previously completed services of a similar nature.
- The bidder is legally qualified to contract with the County; and
- The bidder is in compliance with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318; and
- The bidder possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 if the bidder or proposer employs 50 or more full-time workers and submitted a bid or proposal for a procurement with an estimated contract price that exceeds \$500,000; and
- The bidder has supplied all necessary information in connection with the inquiry concerning responsibility; and
- The bidder is not debarred by the contracting agency under ORS 279B.130.

The bidder also certifies to the following:

A. Non-Collusion Certification: By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

B. Non-Discrimination Certification - By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

C. Residency Certification: Refer to ORS 279A.120(1)

Complete the following:

1. Check one: Bidder is a _____ resident bidder _____ nonresident bidder.

2. If a **resident bidder**, enter your Oregon business address and email address:

3. If a **nonresident bidder**, enter your home state business address and email address:

D. Tax Law Compliance – By signing this proposal, bidder warrants and covenants that:

- Contractor is not in violation of any Oregon tax laws and has complied with the tax laws of Oregon. Contractor covenants to continue to comply with the tax laws of Oregon during the entire term of the public contract.

E. Dentistry Board's License Certification - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Oregon Board of Dentistry as follows:

No. _____ Expiration Date _____

F. Statement Regarding Certifications

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project. This includes, but is not limited to, a certification that the bidder has a certificate from the Department of Administrative Services issued under ORS 279(A).167 (pay equity training).

The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.

(Bidder's Name)

(Bidder's Federal Tax ID Number)

By _____

← **SIGN HERE**

(Printed Name) (Title of Signer)

_____, 20____
(Date)

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).
Insurance Company Name: _____
ID/Policy No.: _____

2. "Self-insured employer" (certified by the Workers' Compensation Division).
ID number as assigned by the Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date _____

By: _____

Signature

Print Name

Its: _____

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon?

Insurance Coverage Required

CONTRACTOR shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

X **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES

LIMITS

<u> </u> Explosion & Collapse	<u> </u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> X </u> Limits of the Oregon Tort Claims Act
<u> </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,382,300 per occurrence
<u> </u> Contractual Liability	<u> X </u> Other – Tort limits adjusted per ORS 30.272(4)
<u> </u> Broad Form Property Damage	beginning in 2015
<u> </u> Owners & Contractors Protective	

FORM: All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

 AUTOMOBILE LIABILITY insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

LIMITS

- \$1 million per occurrence
- Other – Tort limits adjusted per ORS 30.272(4) beginning in 2015
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,382,300 per occurrence

X **PROFESSIONAL LIABILITY** insurance with limits not less than \$1,000,000.00.

 ADDITIONAL INSURED CLAUSE: The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

 EMPLOYERS LIABILITY insurance with limits of \$500,000.

 BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$_____.

 FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business
Name: _____

Date _____

By: _____
Signature

Print Name

Its: _____

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919.**

STANDARD PROVISIONS

7. **SUBMITTAL OF W-9 BEFORE PAYMENT:** **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to beginning services. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
8. **INDEPENDENT CONTRACTOR:** It is understood and agreed that **CONTRACTOR**, while performing services pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.
9. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
10. **CONFIDENTIALITY:** During the course of performance of work under this Agreement, **CONTRACTOR** may receive information regarding organizations and **COUNTY**'s business practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
11. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the **COUNTY**. All persons doing business with the **COUNTY** shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the **COUNTY** has been duly authorized.
12. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.

Invoices shall contain the following information:

- Date of invoice
- Date and time of services
- Equipment & Labor hours

13. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, for its employees, servants or agents.
14. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
15. **PROTECTION OF PERSONAL INFORMATION:** If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this

information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.

16. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:

- (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

17. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:

- (a) Promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums that **CONTRACTOR** agrees to pay for the services and all monies and sums that **CONTRACTOR** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and
- (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.

18. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

19. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.

20. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.

21. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.

22. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR**'s obligations under the terms of this Agreement.

23. **TERMINATION:**

(a) Either party may terminate this Agreement after giving ten (10) days' prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the ten (10) day period after notice of intent to terminate without cause has been given;

(b) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;

(c) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

24. **NO AUTHORITY TO BIND CROOK COUNTY:** **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.
25. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered by hand delivery to the party, or by certified mail, return receipt requested, to the party at the party's address as stated on the work authorization **or** to Crook County at 300 N.E. 3rd Street, Room 10, Prineville, OR 97754.
26. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
27. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
28. **INSURANCE AND LICENSE:** At all times work is performed under this Agreement, **CONTRACTOR** must be licensed and must maintain Commercial General Liability insurance with minimum limits equal to the liability limits as set by the Oregon Revised Statutes for a public entity (ORS 30.260 et seq.) aggregate, containing the complete statement "Crook County is named as an additional insured," it being the intent of the parties that the **CONTRACTOR**'s insurance will provide contractual liability and additional insured coverage for **COUNTY** consistent to cover **CONTRACTOR**'s indemnity obligations under the "INDEMNIFICATION" paragraph of this Agreement.

CONTRACTOR will also maintain the following coverages:

(a) **[RESERVED]**

(b) **Professional Liability Insurance** with a combined single limit on not less than \$1,000,000 each claim, incident, or occurrence and \$2,000,000 annual aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under contract.

CONTRACTOR must provide **COUNTY** with evidence of insurance, with an endorsement requiring at least ten (10) days' notice to **COUNTY** before cancellation or modification of the insurance coverage,

prior to performing under this Agreement, and must maintain the certificate's effectiveness through the term of the Agreement and any extensions thereof.

If **CONTRACTOR** fails at any time to provide **COUNTY** with a then-current certificate of insurance, **COUNTY** may immediately suspend all payments to **CONTRACTOR**, in addition to all other remedies available to it in law or equity, including but not limited to immediate termination of this Agreement. No interest will accrue for any suspended payment.

COUNTY's failure to request, review, or comment on any such certificate(s) does not affect **COUNTY**'s rights or **CONTRACTOR**'s obligations hereunder.

29. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
30. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
31. **HOURS:** Pursuant to ORS 279B.235, with certain exceptions listed below, **CONTRACTOR** shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases person shall be paid at least time and a half for:
 - (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
 - (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
 - (c) All work performed on the day specified in ORS 279B.020(1).
 - (d) **CONTRACTOR** shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts), including contracts involving collective bargaining agreements and contracts for services; and
 - (e) **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
32. **TAX CREDIT/DEDUCTIONS:** Should **CONTRACTOR** become entitled to tax credits or tax deductions directly attributable to the costs of energy-efficiency attributes included in the project, such as those provided for in IRS Notice 2008-40, **CONTRACTOR** and **COUNTY** agree to share equally in any net tax benefit received by **CONTRACTOR**. For the purposes of this provision:
 - (a) "net tax benefit" means the reasonable estimate of the net reduction in **CONTRACTOR**'s tax liability for the current period, including any tax benefit, reduced by **CONTRACTOR**'s reasonable costs for applying for and calculation the benefit, and

(b) "reduction in **CONTRACTOR's** tax liability" means a reduction in the amounts due or to become due for federal and state income taxes of **CONTRACTOR, CONTRACTOR's** subcontractors, its partners, members, and shareholders.

33. **COUNTERPARTS:** This Professional Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CONTRACTOR and **COUNTY** acknowledge that they are in agreement with the terms and conditions set forth in this Professional Services Contract.

ACCEPTED FOR COUNTY

Crook County Court

Seth Crawford, County Judge
Date _____

Jerry Brummer, County Commissioner
Date _____

Brian Barney, County Commissioner
Date _____

ACCEPTED FOR CONTRACTOR

*

[SAMPLE – DO NOT SIGN]

(printed name)

Title: _____

Date: _____

Sample
Only

Description of Work

Crook County Dental Services Contract Project Contract No.: 2017-Jail-11

Contractor will provide emergency or urgent-care dental services to inmates referred to Contractor by the County. *These services may be on an emergency basis with little or no warning.*

Contractor must have qualified staff available 24-hours per day, 7-days per week, and can begin performing the services within thirty (30) minutes of being contacted by the County.

When Contractor knows he or she will be unavailable, Contractor will make arrangements with other qualified dental service providers and immediately relay their contact information to the County.

County is responsible for transporting the inmate to and from Contractor's office, and for providing necessary security for the inmate patient referred to Contractor.

Contractor will provide emergency or urgent-care oral surgery, which may include but not be limited to:

- Removing teeth or foreign objects.
- Installation of crowns, bridges, and other cavity fillings.
- Dental X-rays.
- Provide a complete invoice for services to the County, billed as a business, which invoice will include:
 - A description of the services performed / supplies used.
 - A cost per service or supplies used, together with a total invoice amount.
 - A statement of the date and approximate time the services were supplied.
 - If provided by the County, the name of the inmate patient.
 - The invoice may contain other information as deemed useful by Contractor.
- Contractor must accept patients for whom services would be paid through Oregon Health Plan (OHP) funding sources.
- When services may be beyond the capabilities of Contractor, Contractor will provide referrals for service providers qualified to perform the services. To the extent possible, such referrals will be, in order of preference, (1) within Prineville, (2) within Central Oregon, or (3) within the State of Oregon.

Services performed at non-office hours may be billed at an increased rate, as reflected on the bid schedule.

Unless otherwise agreed between County and Contractor in a given instance, the following will **not** be among the services required:

- Teeth whitening, contouring, or other cosmetic dental services.
- Routine dental cleaning.
- Denture or prosthetic fittings unless otherwise required for the emergency dental services.
- Orthodontics or braces.

Except for supplies and equipment used in the provision of the services above, Contractor will not provide supplies to inmate patients directly. When such supplies are required, they will be provided directly and only to County-designated staff.