Subject: Contract with Amy Pham, DDS for Inmate Dental Services

Department: Sheriff-Coroner
Contact: B. Callas
Phone: 538-2861

Meeting Date Requested: July 24, 2018
Regular Agenda ☐ Consent Agenda ☒

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Sheriff’s Office contracts for services for inmates needing more extensive dental treatment than is available through California Forensics Medical Group, the contracted jail medical provider. The Sheriff’s Office has been using the services of Amy Pham DDS for the past 5 years. Dr. Pham offers the following dental services to inmates: x-ray, root canals, extractions, dentures, crowns and bridges. Dr. Pham treats inmates at her dental office and outside of normal business hours. Dr. Pham is maintaining current rates and is willing to sign a contract for five additional years for a maximum payable of $120,000.

Fiscal Impact:

Maximum payable $120,000 over five years.

Personnel Impact:

N/A

Action Requested:

Approve contract and authorize the Chair to sign.

Administrative Office Review: Andy Pickett, Deputy Chief Administrative Officer
PROFESSIONAL SERVICE CONTRACT GREATER THAN $25,000

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term Begins</td>
</tr>
<tr>
<td>On Following Date</td>
</tr>
<tr>
<td>County Department</td>
</tr>
<tr>
<td>Basis of Price (Do Not ✓ More Than One of the Following Four Blocks)</td>
</tr>
<tr>
<td>Price</td>
</tr>
<tr>
<td>$120,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit "A")
Attachment II – Insurance Requirements for Professional Services Contract
Attachment VI – Professional Credentials
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Jerry D. Jones, Undersheriff
Typed or Printed Name
Signature
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

By
Steve Lambert
Chair, Board of Supervisors
Date

CONTRACTOR

Amy Pham, D.D. S.
Date
ProDental

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:

   a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

   b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

   c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

   d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the
CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR’s negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR’s agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor’s Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR’s work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
   a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
   b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
   c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
   e. Domestic Partners – Public Contract Code 10295.3.
   f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.
The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR’S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
   
   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
   
   b. CONTRACTOR understands and will adhere to the COUNTY’s policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

   Director of Human Resources  
   3 County Center Drive  
   Oroville, CA 95966

   c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.
EXHIBIT “A”

Acknowledgement of OTHER COUNTY Contracts

None
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO's Commercial Automobile Liability coverage form CA 00 01.

1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage.

3) Workers' Compensation Insurance: As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with limits no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT VI
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

Dental Board of California, License #52451
ATTACHMENT III
Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Contractor shall provide dental services for inmates within the physical custody of County. Inmates shall be scheduled for confidential appointment(s) and transported, escorted and attended by a uniformed correctional deputy to the Contractor's Office located at 2630 Olive Highway, Ste A.

Appointment/Treatment Procedure:

At initial appointment, a dental exam will be performed. Depending on the needs of the inmate, and after reviewing completed medical/dental history form, Contractor will determine and perform a dental exam that shall include either limited dental exam with limited X-rays or comprehensive dental exam with complete series of full mouth X-rays.

As a result of the dental exam, Contractor will develop a dental treatment plan and submit the Treatment Authorization Request (TAR) to County. Contractor shall only proceed after County approves treatment. Diagnostic procedures such as dental exams and dental x-rays shall not need TAR or approval. Contractor shall notify County of any changes to plan during the course of treatment, if determined necessary for inmate benefit.

Dental prosthetics, such as dentures, flippers, crowns and bridges require more than one appointment due to dental impressions being sent to dental lab. Contractor shall contact County to schedule the second appointment for fitting and adjustment of prosthetic device.

If it is determined that complicated surgical extraction is required, Contractor shall notify County to contact an oral surgeon for treatment. Contractor shall send referrals, if needed.

Contractor Tasks:

Contractor shall be licensed in the State of California, keep current all California licensing requirements and provide appropriately credentialed and licensed/certified/registered dental professionals and staff.

Contractor shall treat inmates with respect and dignity in all interactions and encounters.

Contractor shall maintain accurate, thorough and comprehensive documentation of services provided.

Contractor shall provide all reasonably necessary medicines, drugs, dressings, instruments, gloves and dental personnel wearing apparel.

Contractor shall provide, at its expense, all medically necessary small tools, instruments, supplies, and equipment that are required.

Contractor shall have the ability and the experience to provide dental services to any HIV positive inmate.

Contractor shall provide, at its expense, for disposal of contaminated waste in accordance with California regulations.

Contractor can refuse to treat mentally challenged or uncooperative inmates, or inmates with severe complicated medical history.
**Contractor Reports:**

Dental records of each inmate are the property of the County but shall be maintained by the Contractor and kept secured as required by law.

The Contractor shall maintain confidentiality of records as required by all applicable Federal, State, and local laws and regulations.

The Contractor shall permit the authorized representatives of County, to inspect and audit all data and records of the Contractor related to carrying out this contract for a period of up to five (5) years after completion of the contract.

**Privacy of Care:**

While respecting security requirements, all patient encounters shall be sufficiently private to ensure that staff cannot overhear the conversation between the inmate and the Contractor.

**Required Documents**

In addition to Attachment II, Insurance Requirements, Contractor shall provide copies of the current Dental Board of California License. All documentation shall be mailed to the following address:

Butte County Sheriff’s Office  
Attn: Accounting Office  
5 Gillick Way  
Oroville, CA 95965

**Formal Complaints:**

Any complaints against an individual license shall be reported immediately to County. If Contractor’s license is under disciplinary action of any kind; probation or suspension, agreement shall be terminated
**CONTRACTOR COMPENSATION**

**Contractor Compensation:**

<table>
<thead>
<tr>
<th>Procedure</th>
<th>ADA Code</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Dental Exam – New or Established Patient</td>
<td>D0150</td>
<td>$ 72.00</td>
</tr>
<tr>
<td>Limited Dental Exam – Problem Focused</td>
<td>D0140</td>
<td>$ 62.00</td>
</tr>
<tr>
<td>Full Mouth X-Rays</td>
<td>D0210</td>
<td>$ 107.00</td>
</tr>
<tr>
<td>Bitewing X-Rays; 2, Radiographic (X-Ray) Image</td>
<td>D0272</td>
<td>$ 26.00</td>
</tr>
<tr>
<td>Periapical Film, First Radiographic (X-Ray) Image</td>
<td>D0220</td>
<td>$ 24.00</td>
</tr>
<tr>
<td>Periapical Film, Additional Radiographic (X-Ray) Image</td>
<td>D0230</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Panoramic Film</td>
<td>D0330</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>Simple Extraction Preparatory to Dentures</td>
<td>D7140</td>
<td>$ 132.00</td>
</tr>
<tr>
<td>Root Canal Therapy – Anterior</td>
<td>D3310</td>
<td>$ 609.00</td>
</tr>
<tr>
<td>Root Canal Therapy – Bicuspid</td>
<td>D3320</td>
<td>$ 715.00</td>
</tr>
<tr>
<td>Root Canal Therapy – Molar</td>
<td>D3330</td>
<td>$ 872.00</td>
</tr>
<tr>
<td>Reline Complete Maxillary (Lab)</td>
<td>D5750</td>
<td>$ 402.00</td>
</tr>
<tr>
<td>Reline Complete Mandibular (Lab)</td>
<td>D5751</td>
<td>$ 402.00</td>
</tr>
<tr>
<td>Reline Maxillary Partial (Lab)</td>
<td>D5760</td>
<td>$ 397.00</td>
</tr>
<tr>
<td>Reline Mandibular Partial (Lab)</td>
<td>D5761</td>
<td>$ 397.00</td>
</tr>
<tr>
<td>Immediate Denture – Maxillary</td>
<td>D5130</td>
<td>$1,504.00</td>
</tr>
<tr>
<td>Immediate Denture – Mandibular</td>
<td>D5140</td>
<td>$1,503.00</td>
</tr>
<tr>
<td>Maxillary (Upper) Partial Denture; Cast Metal Framework</td>
<td>D5213</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>With Resin Denture Bases</td>
<td>D5214</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Mandibular (Lower) partial Denture; Cast Metal Framework</td>
<td>D5214</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>With Resin Denture Bases</td>
<td>D5214</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Interim Partial Denture, Maxillary</td>
<td>D5820</td>
<td>$ 650.00</td>
</tr>
<tr>
<td>Interim Partial Denture, Mandibular</td>
<td>D5821</td>
<td>$ 650.00</td>
</tr>
<tr>
<td>Complete Denture, Maxillary</td>
<td>D5110</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Complete Denture, Mandibular</td>
<td>D5120</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Crown; Porcelain Fused to High Noble Metal</td>
<td>D2750</td>
<td>$ 932.00</td>
</tr>
<tr>
<td>Crown; Core Buildup, Including Any Pins</td>
<td>D2950</td>
<td>$ 232.00</td>
</tr>
<tr>
<td>Prefab Post &amp; Core in Add to Crown</td>
<td>D2954</td>
<td>$ 287.00</td>
</tr>
<tr>
<td>Fixed Partial Denture Retainer Crown (Bridge); Fused to High Noble Metal</td>
<td>D6750</td>
<td>$ 996.00</td>
</tr>
<tr>
<td>Pontic Bridge; Porcelain Fused to High Noble Metal</td>
<td>D6240</td>
<td>$ 991.00</td>
</tr>
</tbody>
</table>

Contractor shall submit one (1) legible copy of their detailed dental claim form before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Client name
- Date of service(s)
- Description of service(s) or procedure(s) provided
- Pricing per unit
- Extended price
- Total amount due

Invoices shall be mailed to:

**Butte County Sheriff's Office**  
Attn: Accounting Office  
5 Gillick Way
Oroville, CA 95965

County shall make every effort to pay Contractor within 30 days from receipt of Contractor billing. Contractor shall use the billing format approved by the County.

COUNTY RESPONSIBILITY

County shall contact Contractor to schedule initial appointment. Appointments may be scheduled before or after normal business hours as to not interfere with Contractor’s business.

All inmates shall be transported, escorted, and attended by a uniformed correctional deputy throughout the entire scheduled appointment to ensure security for Contractor’s office.

Prior to scheduled appointment, inmate shall fill out a medical/dental history form to ensure there is no negative reaction to dental anesthetic injections, antibiotics, pain medication, etc., that may be prescribed before, during or after the dental appointment.

County shall ensure communication with Contractor regarding any inmate with special needs, including individuals with communicable diseases, chronic debilitating illnesses, physically challenged, mentally challenged, frail elderly inmates, mentally ill inmates and pregnant inmates.

County shall communicate with Contractor regarding any known medications inmates may be taking to ensure no negative reaction to any routine anesthetic injections, antibiotics, etc. that may be prescribed before, during or after appointment.

END OF SCOPE OF WORK