



REQUEST FOR PROPOSAL

22-02-SHF-01

A Solicitation for Proposals for:

MENTAL HEALTH CARE SERVICES

COCHISE COUNTY DETENTION

CENTER

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I. INTRODUCTION

A. Purpose: Cochise County, hereinafter called "County", (collectively referred to as "County"), are seeking proposals for the provision of Mental Health Care Services to the inmates held within the Cochise County Detention Center (hereinafter called "Detention Center"). This solicitation may result in award to more than one (1) vendor.

Delivery of Health Care Services includes *mental health* services.

B. Mission: Cochise County believes inmate mental health care is an important part of a County's overall public health program because county jail inmates often return to their communities within one year of incarceration. Cochise County, in unification with Mental Health Professionals, must ensure inmates with mental health problems are able to maintain their best level of functioning while in custody. Providing the inmates of Cochise County Jail with good mental health services ultimately decreases recidivism and increases the inmate's ability to be successful once released back into the community. The Mission of Cochise Health and Social Services Detention Medical is to treat each person in custody with respect and dignity by providing a standard of care equivalent to the standard of care individuals would receive in their communities

C. Authority: The Sheriff shall take charge and keep the county jail, and the prisoners therein, pursuant to A.R.S. § 11-441 (5). Cochise Health and Social Services oversees the health and safety of the inmates therein. The Sheriff, Cochise Health and Social Services and the County have the ability to contract for services at the county jail, pursuant to A.R.S. § 48- 4002 (D)(4).

D. Facility Design & Capacity: The Cochise County Detention Center is a maximum security facility designed to receive, process and house prisoners who are detained prior to trial, as well as prisoners sentenced to a term of incarceration by Cochise County and Municipal courts. The Cochise County Detention Center is the only County Adult Detention facility within Cochise County, Arizona. Prisoners are housed in various custody levels in both open and closed housing units. The County maintains a facility with a rated capacity of 302 in the adult detention. For the calendar year 2019, the average daily adult population was 257.

The Cochise County Detention Center is located at:

Cochise County Adult Detention Center
203 N Judd Drive
Bisbee, AZ 85603

- E. Current Mental Health Staffing:** The County maintains one full time Public Health Social Worker, working 40 hours per week, whose main focus is community re-entry. The County also maintains one Registered Nurse who is primarily assigned to Mental Health and coordinates the mental health care of the inmates along with other supportive tasks and assignments. Cochise County provides on-site medical care to the inmates between the hours of 6am and 8pm. The care is provided by a variety of levels of health care professionals including registered nurses, correctional health technicians and nurse practitioners. The Detention Medical Department is overseen by an MD as the Medical Director. Psychiatric services are currently provided by one Psychiatrist who provides tele-psychiatry services with clinics occurring approximately two to three times per month.
- F. Period of Contract:** The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of two (2) years, upon contract award. The County may, at its option, extend the term of this Contract for a period of one (1) additional year at a time, up to a maximum of five (5) years. The contract may be terminated at any time, with or without cause, by the County or the Vendor, upon ninety (90) days advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.
- G. Minimum Vendor Requirements:** All Vendors must:
1. Have a minimum of five (5) years' experience providing Mental Health Care Services with proven effectiveness in a Correctional (or related institutional) setting.
 2. Provide a minimum of five (5) references in the last five (5) years of customers who obtain mental health care services.
 3. Must have, or be able to obtain, qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
 4. Must have a proven ability for contract start-up within implementation date.

5. Have a representative at the mandatory proposal conference and site tour.
6. Submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the Vendor must be clearly delineated in the Proposal.
7. Meet the participation requirements outlined in this Request for Proposal.

H. Mandatory Proposal Conference & Site Tour: There will be a mandatory proposal conference and site tour at the Cochise County Sheriff's Office Detention Center, 203 N. Judd Drive, Bisbee, Arizona on September 16, 2021 at 2:00pm. Attendance at the conference is mandatory. No proposal will be accepted from a Vendor who fails to attend the proposal conference. The County may issue an Addendum to this RFP after the proposal conference if the County considers that additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda.

I. Questions: Questions regarding the contents of this RFP must be submitted by **September 21, 2021** and be directed to the individual listed below. All questions will be answered, and copies of both the question and answer will be disseminated to **all** proposal conference and site tour attendees.

J. Correspondence: The preferred method of communication is through the County's e-procurement website: <https://cochise.bonfirehub.com>.

Inquiries can also be made to the following:

Anne Coppola

Contracts Administrator, Procurement Department

1415 Melody Lane, Bldg. C

Bisbee, AZ 85603

(520) 432-8394

acoppola@cochise.az.gov

K. Proposal Submission Deadline:

Vendors interested in submission for this requirement shall register at the County's e-procurement HUB located at the following link:

<https://cochise.bonfirehub.com/portal/?tab=openOpportunities>

All proposals must be received via the Cochise County Bonfire Site no later than **4:00 P.M. (Arizona time) on October 1, 2021**. Facsimile or electronically transmitted proposals **WILL NOT** be accepted.

It is the responsibility of the Vendor to ensure delivery of the proposal. Any proposal received after the closing time will not be accepted and will be returned unopened. Unsigned proposals will be considered unresponsive and will be rejected.

L PROPOSAL TIMELINE

Release of RFP	September 1, 2021
Mandatory Proposal Conference & Site Tour	September 16, 2021
Deadline for Submission of Final Questions	September 21, 2021
Deadline for Answers to Questions	September 28, 2021
Deadline for Proposals	October 1, 2021, 4:00pm
Bid Opening Date	October 1, 2021, 4:00pm
Tentative Date for Awarding Contract-Present to Board of Supervisors	October 26, 2021

II. PROPOSAL CONDITIONS:

- A. Contingencies:** This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Vendors in writing if the County rejects all proposals. The County reserves the right to cancel, in whole or in part, this RFP pursuant to A.R.S. § 11-254.01.
- B. Modifications:** The County reserves the right to issue addenda or amendments to this RFP.
- C. Proposal Submission:** To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor’s responsibility to ensure that its proposal arrives on or before the specified time.

- D. **Incurred Costs:** This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.
- E. **Negotiations:** The County may require the potential contractor selected to participate in negotiations and to submit a price, technical or other revisions of their proposal as may result from negotiations.

III. **GENERAL REQUIREMENTS:**

- A. **Objectives:** Each proposal will be evaluated as to its achievements and compliance with the following stated objectives:
 1. To deliver high quality mental health services that can be audited against applicable national standards, such as the current standards for health services outlined in the "Standards for Health Services in Jails" and "Standards for Mental Health Services in Correctional Facilities" published by the National Commission on Correctional Health Care (NCCHC). All aspects of the proposed inmate health care services must conform with all applicable Federal and State laws, regulations, codes and guidelines relating to health care services and programs to include those mandated by the County.
 2. To operate the mental health care program in a cost-effective manner with full reporting and accountability to the County.
 3. To operate the health care program at full staffing and use only licensed, certified, and professionally trained personnel. Contracting Psychiatrist should be board certified by the American Board of Psychiatry and Neurology and must be certified to practice in Arizona. Licensure must be current and listed with the Arizona Department of Health Services for any staff requiring this. Staff must be assigned to duties and responsibilities consistent with their licensure at time of assignment.
 4. To maintain an open and cooperative relationship with the administration, staff of the Cochise County Detention Center, the County Health Department and our community stakeholders.
 5. To maintain complete and accurate records of care and to collect and analyze health statistics on a periodic basis, as needed, and established by the County.
 6. To operate the mental health care program in a humane manner with respect to the inmate's right to mental health care that meets or exceeds the community standard of care.

7. To provide a fair and objective proposal that will result in a mutually satisfactory contract between the successful vendor and the County.

B. Scope of Services: Each proposal will be evaluated as to its response and compliance with the following *minimum* services:

Contractor shall provide telepsychiatry AND as needed on-site services to the Cochise County Adult Detention Center. Telepsychiatry services/clinics will be provided remotely via the internet and forms of teleconferencing equipment and software that allows real-time audio and visual communication between the County site and the selected applicant's site. Services shall also include any and all subsequent telephone, fax, e mail and written communication necessary to provide follow-up services to Cochise County Health and Social Services- Detention Medical operations. On-site visits will be on an "as needed" basis at an expected schedule of one on-site visit every 4-6 weeks. Contractor will be required to undergo and pass a background check prior to signing a contract and admittance into the facility. Contractor should be board certified by the American Board of Psychiatry and Neurology and must be certified to practice in Arizona.

Task 1- Initial Mental Health Evaluation via telepsychiatry services and in-person visits if needed:

- Telepsychiatry services/clinics are expected to occur on a weekly basis, between the hours of 8am and 5pm.
- The contractor will coordinate with Detention Medical/Mental Health Staff to schedule patients in advance.

Task 2- Contractor will be expected to remain "on-call" for continuation of orders, initiation of medications, mental health emergencies and telephone consultation between the hours of 6am and 10pm:

- Coordination between the contractor and the Detention Medical Team will take place to ensure the best route of communication for these interactions
- Interactions may be coordinated via secure e mail, but only when timeliness is appropriate
- Contactor must notify Detention Medical Staff of any unavailability and develop a plan for coordination of care during these times

Task 3- Psychiatric medication management:

- The contractor, in unification with Cochise County Detention Medical/Mental Health Services, must ensure inmates with mental health problems are able to maintain their best level of functioning while in custody; ensuring this benefit to the inmate may rely on appropriate medication prescribing and medication

management

- Medications are prescribed only when clinically indicated, i.e. psychotropic and behavior-modifying medications are not used and/or withheld for disciplinary purposes
- Prescription medications are given only by order of a physician, nurse practitioner or other legally authorized individual
- The contractor shall prescribe medications with consideration that Detention Medical Staff is not present 24 hours a day
- Cochise County Detention Health currently does not deliver "forced medication"; if the Contractor sees a significant need for "forced medication", the Contractor must participate in Policy and Procedure development and staff education regarding this practice

Task 4- Diagnostic, suicide risk, involuntary admission recommendation:

- The Contractor shall participate in diagnostic, suicide risk and involuntary admission evaluations/assessments/ recommendations
- Contractor will review all assessments of high-risk individuals who are on a 15-minute Special Watch, due to being a danger to themselves, prior to the individual's watch level being downgraded
- The assessment to be reviewed by the Contractor will be completed by the Detention Medical/Mental Health Staff who are on-site at the Cochise County Jail; assessments will be completed and documented prior to the Contractor's review and presented to the Contractor for approval or denial of the downgrade
- Some psychiatric medications must be taken as prescribed in order to maintain a therapeutic dose; failure to do so may have grave consequences to patient health; monitoring of these therapeutic levels will be at the discretion of the Contractor and must be ordered by the Contractor when needed

Task 5- Medication education for staff and inmates:

- The Contractor will provide medication education to staff and inmates when needed
- When a high-risk medication is prescribed, the Contractor will ensure the Medical Staff administering the medication are aware of the risks and what to be alert to

Task 6- Review, revision, and approval of assessments of clients

- Assessments completed by the Detention Medical/Mental Health Staff may require approval and/or review by the Psychiatrist
- Review and consideration of Restoration to Competency Reports and continuation of Court Ordered Treatment (COT) which may include medication continuation within the treatment plan will be required

Task 7- Consultation, training, and support of multi-disciplinary team members:

- Contractor will oversee clinical hours for licensed therapist and social worker
- Review and provide approve agenda and contents of group counseling and self-help groups/initiatives

Task 8- Utilization review, quality improvement protocols and peer review:

- Peer review contribution by the Contractor will consist of participation in monthly chart review and/or other quality improvement processes that may require involvement from the Psychiatrist
- Participation of the Contractor will be requested at Mortality Reviews that are relevant to mental health care

Task 9- Documentation and reporting as established by Cochise County on an Electronic Health Record EHR:

- Documentation of client interactions/clinic appointments/assessments/treatment plans/medication orders will be completed on the EHR
- Cochise County Detention Medical currently uses the CorrecTek EHR system
- Official training for this EHR will not be provided, however, the Contractor will be given resources needed to complete the tasks required
- Vendors are required to comply with all security procedures and remote access agreements established by the County.

Task 10- Review, suggest and consult on current approved psychiatric medication formulary:

- Cochise County Detention Medical Formulary is reviewed and adjusted on an annual basis
- The Contractor will participate and contribute in this review process
- The Contractor will utilize the documented procedure for obtaining/prescribing nonformulary medications in a timely manner

Task 11- Work cohesively with all Detention Medical Staff, Detention Staff and contracted Restoration to Competency (RTC) Staff to ensure good continuity of care:

- Contractor must participate in a weekly staffing to ensure open communication and all areas of concern regarding treatment plans are addressed

Task 12- Provide discharge/bridge medications for inmates being released with a documented discharge plan:

- Incarcerated individuals who are being followed by the Public Health Social Worker for placement into programs or other facilities upon

their release from jail, will have a documented discharge plan; if a documented discharge plan is in place, bridge medications for a minimum of 3 days will be provided to the inmate at their time of release

- Individuals who do not have a documented discharge plan in place, but present with a need for bridge medication, will be considered for this process
- In lieu of actual medications being given upon release, a hard copy prescription OR a prescription called into the individual's pharmacy will suffice

Task 13- Provide continuity of care within the Cochise County Jail and with community mental health providers:

- Incarcerated individuals who receive mental health services with an outside agency may be followed by their case manager while in custody; some of these agencies require "Medication Review" appointments on a regular basis in order for the client to remain under their services; in these instances, if a "Doc to Doc" is requested, the Contractor will provide this interaction for continuity of care purposes
- If medical records from an outside facility are needed for the Contractor to provide good care, the Contractor will request the Cochise County Health Staff obtain these records for review; the request must be documented in the EHR to ensure the task is completed; once records are received, they will be entered into the EHR for the Contractor's review
- Treatment plans, including test results, may be shared with the patient; the sharing of these documents takes place within the clinic where the patient can see and review their plan and/or test results with the Contractor and/or Health Staff; hard copy documents are not given to the individual unless requested appropriately by legal representation

Task 14- Participate in, or coordinate participation of a same level provider, in psychological autopsies in the appropriate circumstances per Cochise County Detention Medical's Policy and Procedures:

- Per Cochise County Detention Health Services Policy and Procedure, a psychological autopsy is performed on all deaths by suicide within 30-days
- Per NCCHC Standards for Health Services in Jails: a psychological autopsy is sometimes referred to as a psychological reconstruction or postmortem; it is a written reconstruction of an individual's life with an emphasis on factors that led up to and may have contributed to the death; the psychological autopsy is constructed to determine appropriateness of clinical care, ascertain whether changes to policies, procedures, or practices are warranted and to identify issues that

require further study; this content is not always easily obtained, the typical psychological autopsy is based on a detailed review of all file information on the individual, a careful examination of the suicide site (via file documentation, video and photo if available), and interviews with staff and inmates familiar with the deceased

- If the Contractor views this review as a conflict of interest due to their previous interaction, or possible treatment of the subject, the Contractor will assist in coordinating participation of a same level provider to facilitate this review

Task 15- Contractor will provide on-site consultations for inmates of higher-level acuity on an as needed basis:

- Approximately one on-site visit every 4-6 weeks is required
- Contractor must submit a thorough background check questionnaire within 30 days of the contract award; the background check must be completed and clear prior to admittance into the facility
- On-site consultations may be performed "cell-side"/at the door of the patient's cell and/or in the Mental Health Clinic, Medical Clinic or other secure area
- All in-person visits with patients will be completed with a minimum of one Detention Officer present for safety and security reasons; some patients may require more than one Detention Officer's presence

Task 16- Contractor will maintain their own technology system in a secure area where they provide services:

- Contractor will have access to the electronic health record and will be able to document within the record appropriately
- Contractor must maintain these technology systems in compliance with HIPAA regulations

Task 17- Contractor will work with the on-site Medical Provider to oversee and manage ETOH detox patients and withdrawal from other substances, including but not limited to, sedatives, opioids, and stimulants:

- The on-site Medical Provider (Nurse Practitioner) and Cochise County Detention Health Staff currently work with Community Medical Services (CMS), a Medication Assisted Treatment program, to continue Medication Assisted Treatment (MAT) for individuals receiving and remaining compliant with these services in the community

Task 18- Contractor will adhere strictly to the Tarasoff Duty to Warn Rule:

- The Tarasoff Duty to Warn Rule refers to the responsibility of the mental health professionals to inform third parties and/or authorities of a client who poses a threat to themselves or to others

- This duty to report also applies to any safety or security concerns that may arise while evaluating and/or assessing an inmate

Task 19- Suicide Prevention; Proposals shall identify specific procedures and expectations for screening and treatment of prisoners identified as being "at-risk" for suicide.

- Treatment plans addressing suicidal ideation and its reoccurrence shall be developed, and follow-up scheduled as clinically indicated.
- The vendor shall be responsible for coordinating efforts with Custody and Detention Health staff in the screening, identification, referral, evaluation treatment, monitoring, communication, housing, intervention, assistance in training of suicide prevention and developing and implementing policies and procedures regarding suicide prevention.
- The Proposer shall implement, in collaboration with Detention Health Services, a comprehensive suicide prevention program for the County

Task 20- TASK ENCOURAGED BUT NOT REQUIRED; Creation, managing, and overseeing a Restoration to Competency (RTC) Program:

- If available and able, the contractor's submission shall include a proposal including all aspects of a working RTC Program and a plan of how the program will remain in compliance with the standard of care along with legal obligations.
- Cochise County Superior Court contracts out services for RTC, in accordance with A.R.S. 13-4512, with the Pima County Detention Center, Arizona State Hospital, and Dr. Sloan King.
- At a minimum, the proposal shall state a clear plan to work cooperatively with the Pima County Detention Center, Arizona State Hospital, and/or Dr. Sloan King.

C. Adjustment to Cost

1. The specific pricing established by contractual agreement shall remain firm throughout the term of the contract.
2. Requests for cost adjustments for option years must be submitted to County ninety (90) days prior to the end of the County's fiscal year. Justification for any requested adjustments must be supported by the appropriate documentation.
3. The Proposer will provide notice to the County of circumstances requiring the provision of services not found to be covered by contractual agreement. In other than emergency circumstances, Proposer shall obtain specific written authorization from County to provide the additional services. Proposer will then submit invoices for the additional services. If County and Proposer mutually agree to a change in the scope of the program during the contract term, such change must be in writing, and Proposer will be allowed to adjust the contract cost as may be negotiated between the parties in an amendment to the contract, strictly limited to the services or expenses directly affected in the program change. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an authorized agent of Proposer and County.

IV. CONTRACT REQUIREMENTS:

- A.** Representation of the County: In the performance of the contract, Vendor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.
- B.** Non-Appropriation Clause: Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not activate the non-appropriation provision

for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

- C.** Vendor Primary Contact: The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or its designee must respond to County inquiries regarding the contract within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.
- D.** Change of Address: Vendor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.
- E.** Non-Transferable or Assignability: The contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.
- F.** Agreement Amendments: Vendor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
- G.** Termination for Convenience: The County, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendar day's written notice. If such termination is affected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to the County and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
- H.** Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.
- I.** Licenses and Permits: Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Vendor shall maintain said licenses and permits in effect for the durations of this Agreement. Vendor will notify the County immediately of loss or suspension of any such licenses and

permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

- J.** Notification Regarding Performance: In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

- K.** Interference with Operations: The Contractor shall not interfere with the normal operation of the County's facilities, equipment, or the work of any Contractor or Sub-Contractor on County premises. When Contractor anticipates unavoidable interference, it shall so notify the County as soon as Contractor receives knowledge of that interference, and a Project Schedule adjustment shall be made accordingly. Should the interference request be denied and result in an unavoidable delay in the Project schedule, Contractor shall be entitled to a mutually agreed to extension of time for performance. The County shall have final determination of priorities in case of conflicts with the operation of others. The Contractor shall not operate any of the County's equipment or control devices or those of any Contractor or Sub-Contractor on the County's premises, except at the direction and under the immediate supervision of the County's designated representative.

- L.** Conflict of Interest: Vendor shall make all reasonable efforts to ensure that no Cochise County officer or employee, whose position enable him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Vendor or officer, agent or employee of the Vendor.

- M.** Improper Consideration: Vendor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Cochise County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Cochise County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a Cochise County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the

County Health Department or his designee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- N.** Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- O.** Employment of Former Cochise County Officials: The Vendor must provide information on former Cochise County administrative officials who are employed by or represent your business. The information provided must include a list of former Cochise County administrative officials who terminated Cochise County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Cochise County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Manager or member of such officer's staff, a department head or an assistant department head.

- P.** Invoices: At the first of each month, Vendor shall provide the County with invoices for expenditures in the previous month. Cochise County has Net 30 payment terms.

- Q.** Ownership of Documents: All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under this Agreement. Unless otherwise directed by the County, the Vendor may retain copies of such items.

- R.** Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County except where required by law.

- S.** Background Checks: The Cochise County Sheriff's Office shall perform background checks on Vendor's employees as a condition of granting them

access to the Detention Center. The Sheriff shall have the sole discretion

to determine security acceptability of all Vendors' personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to the Detention Center.

- T.** Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511: All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. Cochise County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, drafting or creating the contract on behalf of the County is or becomes at any time, while the contract or an extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract.
- U.** Governing Law: The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Cochise County.
- V.** Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Cochise County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.
- W.** Non-Discrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- X.** Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Cochise County. Cochise County retains the legal right to randomly inspect the papers and records of the

Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Cochise County and to cooperate with Cochise County's inspections.

- Y. Israel Boycott Certification: Agency hereby certifies that it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

V. INDEMNIFICATION AND INSURANCE:

- A. **Liabilities Against Procuring Agency**: The Contractor shall indemnify, keep and save harmless the County, the County, the Sheriff, all County agents, officials and employees (collectively, "the County," for purposes of this paragraph) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from the Contractor's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.
- B. **Insurance Requirements**: Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain, throughout the Agreement, the following types of insurance with limits as shown:
1. Workers' Compensation: A program of Workers' Compensation insurance or a state-approved self-insurance program covering all persons providing services on behalf of Vendor and all risks to such persons under this Agreement.

2. General Liability Insurance: Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate.
3. Professional Liability: Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.

C. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Cochise County and their officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder. The parties agree that the County is a contractually required additional insured.

D. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish Cochise County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Cochise County Procurement
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603

E. Insurance Review: The above insurance requirements are subject to periodic review by the County. The Sheriff or his designee is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.

F. Right to Monitor and Audit:

1. Right to Monitor: The County shall have the right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as required and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the

implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under this Agreement or otherwise.

2. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Agreement or until all pending County, Cochise County and State audits are completed, whichever is later.

VI. PROPOSAL SUBMISSION:

A. General:

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. **A proposal may not be considered if it is conditional or incomplete.** All proposals and materials submitted become the property of the County. All proposals and materials received are subject to the Arizona Public Records Act. If any Vendor, in its response, has trade secrets or other information which is proprietary by law that Vendor must notify the County of its request to keep said

information confidential. Such a request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response to facilitate eventual public inspection of the non-confidential portion of the response. The County will review such a request and notify the Vendor, in writing, of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the Vendor's response.

VII. PROPOSAL CONTENT: The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services.

EACH PROPOSAL MUST INCLUDE:

A. Transmittal Letter:

1. This letter is to be a brief letter, addressed to the County, that provides the following information:
 - a. Name and address of the Vendor;
 - b. Name, title and telephone number of the contact person for the Vendor;
 - c. A statement that the Proposal is in response to this RFP; and
 - d. The signature, typed name and title of the individual who is authorized to commit the Vendor to the Proposal.

B. Non-Collusion Affidavit (*See, Addendum "A", attached hereto.*)

1. Proposals that do not include a Non-Collusion Affidavit will not be considered.

C. Cost Proposal:

1. Each Proposal must include a Staffing and Cost Proposal for health care services identified in this RFP.
 - a. Cost Proposals that include population adjustments must be identified with specific calculation requirements.
 - b. Cost Proposals that separate on-site services from other delivery systems must be identified with specific calculation requirements.
 - c. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the County, must be identified in the proposal.

Vendors are encouraged to be creative with their proposals and to offer any options or enhancements that might be of interest to the County.

D. Experience and Qualifications:

1. State the number of years the Vendor/Contractor has been in existence, the current number of employees, if any, and the primary markets served.
2. Describe the Vendor's experience in performing the work requested in this RFP.
3. Describe any other experiences related to the work or services described in the RFP and provide any additional information specific to the capabilities required in this RFP.
4. List of all contracts Vendor has performed within the last five (5) years, including the name of the department which administers or administered the contract; the contact person on the contract and his/her telephone number; the dates covering the term of the contract and the dollar value of the contract.

E. Financial Capability and Litigation:

1. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the Vendor that has been brought within the last three (3) years against the Vendor.

The information provided should include the name of the matter, the court, board, body, or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved information on the outcome, including any order, discipline, fines, or penalties must be included.

2. Vendor must provide its Annual Report for the last two (2) years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status. If the business is a sole proprietorship, please provide a copy of Schedule C of the Internal

Revenue Service forms as well as a certification from the owner/managing partner and Vendor's accountant that the information accurately reflects the Vendor's current financial status.

3. Alternatively, provide income tax returns from the most recent completed fiscal year.

VIII. EVALUATION OF PROPOSALS:

A. Evaluation Process:

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted but may include a site visit to the Vendor and/or an oral interview with the Vendor.

B. Evaluation Criteria:

1. Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be completed and be in compliance with all the requirements of this RFP.
 - b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements.
2. Failure to meet all these requirements may result in a rejected proposal. The County may reject any or all proposals and may or may not waive any deviation which is not material or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the Vendor from full compliance with the RFP specifications if the Vendor is awarded a contract.
3. Technical Review: Proposals meeting the above requirements will be evaluated based on the following criteria (not necessarily listed in order of importance):
 - a. Vendor's qualifications and experience.
 - b. Vendor's response to objectives.
 - c. Vendor's response to scope of services.
 - d. Vendor's response to staffing and delivery systems.
 - e. Vendor's response to cost in relation to services.

Selection will be based on determination of which proposal

will best meet the needs of the County and the requirements of the RFP.

4. Evaluation Committee: The evaluation team will be selected by the Cochise County Health Department.

C. Contract Award:

1. The Agreement will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Cost in relation to service is one factor in the evaluation process, but the County is not obligated to accept the proposal with the lowest cost. The ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Appeals/Disputes:

1. All Vendors are given the opportunity to appeal funding recommendations. The Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a. Appeal request must be in writing.
 - b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award.
2. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adherence to requirements specified in this RFP or any addenda or amendments hereto.
 - b. There has been a violation of conflict of interest.
 - c. A violation of State or Federal law.

Appeals will not be accepted for any other reason than those stated above. All appeals must be sent to: Anne Coppola, Contracts Administrator, Procurement Department, 1415 Melody Lane, Bldg. C, Bisbee, AZ 85603

3. Disputes referring to this particular RFP must be addressed to: Anne Coppola, Contracts Administrator, Procurement Department, 1415 Melody Lane, Bldg. C, Bisbee, AZ 85603

Final Authority: The final authority to award a Contract rests solely with the Board of Supervisors of Cochise County, Arizona, acting as the Cochise County Jail County Board of Directors. Final selection of the Vendor will be based on negotiation of the contract.

4. In the event the County determines that Vendor's performance of its duties or other terms of the Contract are deficient in any matter, the County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate the agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Vendor under the Contract or otherwise.
5. Availability of Records: All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Contract until all pending County, Cochise County and state audits are completed, whichever is later.

IX. CONTRACT REVIEW

The County and the successful bidder shall, within thirty (30) days of execution of a Contract, set dates through the scheduled contract termination date for quarterly review meetings between Detention Center staff and Vendor personnel for the evaluation and amendment, if necessary, of the Contract.

The County and the Vendor shall, within thirty (30) days of execution of a Contract, formulate a monthly report form that will establish the basis for the quarterly review sessions.

ADDENDUM "A"

STATE OF ARIZONA)
)ss.
County of Cochise

NON-COLLUSION AFFIDAVIT

)

TO: COCHISE COUNTY

The undersigned, in submitting a bid for the Provision of Mental Health Services to the Cochise County Adult Detention Center, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

SIGNATURE OF BIDDER

PRINTED/TYPED NAME OF BIDDER

TITLE/POSITION OF BIDDER

BUSINESS NAME

(Business Address)