



**Leon N. Wilmot**  
*Sheriff of Yuma County*

## **Yuma County Detention Center**

200 W. Court Street, Yuma, AZ 85364  
Tel: (928) 782-9871 • Fax: (928) 539-9140  
[www.yumacountysheriff.org](http://www.yumacountysheriff.org)

# **REQUEST FOR PROPOSAL**

A Solicitation of Proposals for:

## **Provision of Health Care Services**

### **YUMA COUNTY JAIL DISTRICT**

**LEON N. WILMOT, SHERIFF  
COUNTY OF YUMA  
YUMA, ARIZONA**

Date of Release:

November 1, 2021

**I. INTRODUCTION**

- A. Purpose:** The Yuma County Jail District, hereinafter called “District”, is seeking proposals for the provision of Health Care Services to the prisoners held within the Yuma County Detention Center (hereinafter called “Detention Center”).

Delivery of Health Care Services includes *medical, pharmaceutical services, dental, optical* and *mental health* services.

- B. Facility Design & Capacity:** The Yuma 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 Yuma County and Municipal courts. The Yuma County Detention Center is the only County Adult Detention facility within Yuma County, Arizona. Prisoners are housed in various custody levels in both open and closed housing units. The District maintains two separate facilities. YCDC- Main has a rated capacity of (675) and YCDC-Annex has a rated capacity of (81).

The Yuma County Detention Center is located at:

Yuma County Detention Center  
200 W. Court Street  
Yuma, Arizona - 85364

- C. Current Staffing:** The District maintains a full-time health care staff to facilitate care for the prisoner population which currently include the following allotted Full Time Equivalents and Vacant positions:

<b>Currently filled FTE's</b>	<b>FTE</b>
Health Service Manager	1
Nurse Supervisor	1
Registered Nurses	8
Licensed Practical Nurses	4
Certified Nursing Assistants	3
Behavioral Health Clinician	1
Office Specialist II (Clerical)	1

**All Vacant FTE's are being filled with contracted staff as needed**

- D. Period of Contract:** The term of a contract pursuant to this Request for Proposal (RFP) will be for a period of one (1) year, tentatively scheduled to begin on January 1, 2022 with initial term ending December 31, 2022. The District 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 District 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.

- E. Minimum Vendor Requirements:** All Vendors must:

1. Have a minimum of three (3) years experience providing Health Care Services with proven effectiveness in a Correctional (or related institutional) setting.
2. Provide a minimum of three (3) references in the last three (3) years of customers who obtain health care services. A minimum of two (2) of these references must be Correctional (or related institutional) in nature.
3. Must have 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 on-site capability to supervise and monitor the program at time of start-up. Must have Central Office capability to supervise and monitor the program ensuring satisfactory provision of services for duration of contract.
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.

**F. Questions:** Questions regarding the contents of this RFP must be submitted in writing no later than **Monday, November 12, 2021 at 5:00 P.M.**, 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** who submitted questions.

**G. Correspondence:** All correspondence, **excluding proposals**, shall be submitted via electronic mail to:

Maricela Aguirre; Administrative Assistant  
 Yuma County Sheriff's Office  
 141 South Third Avenue  
 Yuma, Arizona 85364  
 Office: (928) 539-7876; Fax: (928) 539-9140  
[Maricela.Aguirre@vcso.yumacountyaz.gov](mailto:Maricela.Aguirre@vcso.yumacountyaz.gov)

**H. Proposal Submission Deadline:**

Vendors shall provide **five (5)** copies of their proposals, sealed and addressed to:

**YUMA COUNTY BOARD OF SUPERVISORS  
 198 SOUTH MAIN STREET  
 YUMA, ARIZONA 85364**

All proposals must be clearly marked on the exterior of the mailing package:

**“JAIL DISTRICT HEALTH CARE SERVICE BID”**

All proposals must be received (not post-marked) at the Yuma County Board of Supervisors' Office no later than **5:00 P.M. (Arizona time) on Monday, November 29, 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.

**I. PROPOSAL TIMELINE**

Release of RFP	November 1, 2021
Deadline for Submission of Final Questions	November 12, 2021
<b>Deadline for Answers to Questions</b>	November 17, 2021
<b>Deadline for Proposals</b>	<b>November 29, 2021</b>
Bid Opening Date	November 30, 2021
Submit to BOS Agenda	December 6, 2021
Tentative Date for Awarding Contract	December 20, 2021
Tentative Contract Implementation Date	December 31, 2021

## II. PROPOSAL CONDITIONS:

- A. **Contingencies:** This RFP does not commit the District to award a contract. The District reserves the right to accept or reject any or all proposals if the District determines it is in the best interest of the District to do so. The District will notify all Vendors in writing if the District rejects all proposals. The District reserves the right to cancel, in whole or in part, this RFP pursuant to A.R.S. § 11-254.01.
- B. **Modifications:** The District 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 District 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 District 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.
- F. **Final Authority:** The final authority to award a Contract rests solely with the Board of Supervisors of Yuma County, Arizona, acting as the Yuma County Jail District Board of Directors. Final selection of the Vendor will be based on negotiation of the contract.

## 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 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 prisoner 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 District.
  - 2. To operate the health care program in a cost effective manner with full reporting and accountability to the District.
  - 3. To operate the health care program at full staffing and use only licensed, certified, and professionally trained personnel. Licensure must be current and listed with the Arizona Department of Health Services. Staff must be assigned to duties and responsibilities consistent with their licensure at time of assignment.
  - 4. To implement a written health care plan with clear objectives, policies, and procedures for annual evaluation pursuant to A.R.S. § 36-402A.11.
  - 5. To operate the health care program with health care policies and procedures mutually agreed upon between the Sheriff and the vendor. All policies and procedures, standing orders, practices and protocols must comply with the Yuma County Sheriff's Office policy and procedures and must be approved by the Sheriff prior to implementation.
  - 6. To maintain an open and cooperative relationship with the administration, staff of the Yuma County Detention Center and our community stakeholders.
  - 7. To maintain complete and accurate records of care and to collect and analyze health statistics on a periodic basis established by the District.

8. To operate the health care program in a humane manner with respect to the prisoner's right to basic health care that meets or exceeds the community standard of care.
9. To provide a fair and objective proposal that will result in a mutually satisfactory contract between the successful vendor and the District.

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

1. **Health Care Services.** Proposals are to include a broad range of prisoner *medical, pharmaceutical services, dental, optical* and *mental health* services.
2. **Staffing Plan.** Proposals shall identify specific staffing plans to adequately meet the needs of the facility and that meet or exceed the community standard of care.

**a. Current provider staffing plan provided as an example:**

Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
<b>Yuma County Adult Detention Center – Medical Services</b>									
Medical Director*		5						5	0.125
Mid-Level Provider*	4	4	4	4				16	0.4
Dentist		2	2					4	0.1
Mental Health Nurse Practitioner		6	6	8				20	0.5
<b>TOTAL HOURS/FTE-Day</b>								<b>45</b>	<b>1.125</b>
<b>TOTAL</b>								<b>45</b>	<b>1.125</b>

\*Medical Director and Mid-Level Provider will split clinical call 24/7  
 \*\*Day and times may vary per site requirements

3. **Health Care Authority (Physician).** Proposals shall identify a specific health authority responsible for health care services. Health authority seeks to ensure a coordinated health care system which functions to assure health services are organized, adequate, and efficient. A single, designated responsible physician is required. The responsible physician supervises clinical judgments regarding care provided to prisoners in the Detention Center. This includes establishing and implementing policies for clinical aspects of the program, monitoring the responsiveness of care and treatment, and reviewing recommendations for treatment made by health care clinicians in the community.
4. **Mental Health Care Authority (Mental Health Clinician).** Proposals shall identify a specific mental health authority responsible for mental health care services. Mental Health authority seeks to ensure that mental health services are organized, adequate, and efficient. A single, designated responsible Mental Health Clinician is required. The responsible Mental Health Clinician supervises clinical decisions regarding care provided to prisoners in the facility. This includes establishing and implementing policies for clinical aspects of the program, monitoring the responsiveness of care and treatment, and reviewing recommendations for treatment made by health care and mental health care clinicians in the community.
5. **Policies and Procedures.** Proposals shall identify specific policies and procedures regarding health care services. These policies and procedures shall be reviewed annually and approved by the designated responsible physician prior to submission to the Sheriff. All policies and procedures, standing orders, practices and protocols must comply with the Yuma County Sheriff's Office policy and procedures and must be approved by the Sheriff prior to implementation.
6. **Quality Control Systems.** Proposals shall identify specific systems of accountability in which issues can be reviewed with the District. Quality control systems refer to program monitoring with the intent to identify success and barriers in the overall health service system. Expected levels of performance shall be defined and information shall be compiled for analysis in order to determine effectiveness.
7. **Reporting Methods.** Proposals shall identify systems of accountability in which issues can be reviewed with the District. Such systems are intended to facilitate the health care delivery system through joint monitoring, planning and problem resolution between the District and the vendor. The reporting methods

shall include expectations for emergent responses, non-emergent responses, administrative issues and general quality control so that the effectiveness of the health care system can be evaluated.

8. **Access to Care.** Procedures shall support prisoners' access which meets their health care needs throughout their term of incarceration. Access to care means that, in a timely manner, a patient can be seen by a clinician, be given a professional clinical judgment, and receive care that is ordered. Prisoners shall not be denied access to appropriate health care ordered by the responsible physician due to cost or indigent status.
9. **Continuity and Coordination of Care.** Procedures shall support all aspects of care which are coordinated and monitored from admission to discharge. Continuity of care means that prisoners receive health services and follow-up in keeping with the clinicians' recommendations, orders, and evidence-based practices. Coordinated care integrates medical, pharmaceutical, dental, optical, mental health and support of on-site nursing, along with other specialty consultations, to help improve clinical outcomes.
10. **Communication of Needs.** Proposals shall identify specific procedures and expectations regarding significant health needs that must be considered in decisions for housing and management of special needs prisoners and those requiring isolation from the general population. Such prisoners include, but are not limited to, those with special needs that may affect housing, work, program assignments, the chronically ill, those with a physical disability or impairment, mentally ill, suicidal prisoners, developmentally disabled, those suspected of a communicable disease, pregnant prisoners, suspected victims of sexual abuse or violence, and those who require an elevated level of care which cannot be provided within the confines of the Detention Center.
11. **Discharge Planning.** Proposals shall identify specific procedures and expectations for planned discharges to the community or another facility once prisoners are released from custody pursuant to A.R.S. § 31-132. Discharge planning refers to the process of providing health service records and care plans when applicable for short term continuity upon release and arranging for necessary follow-up health services prior to release. Vendors will be required to work with on-site nursing staff to successfully complete discharge planning to the community through established process and referrals, to include those with a special need or mental illness.
12. **Health Assessments and Treatment.** Proposals shall identify specific procedures and expectations for the assessment and treatment of prisoners in custody. Health assessments include, but are not limited to, screening results, collection and review of medical history records, review of medical charting, physical examination (as indicated by the prisoner's gender, age, and risk factors), laboratory and/or diagnostic tests, ancillary services and other systems intended to identify a prisoner's health needs and establish a diagnosis and plan for meeting those needs. Treatment plans mean clinical decisions and actions regarding health care provided to prisoners to meet their individual medical need as determined by the responsible physician. Clinical decisions and actions are made for clinical purposes and are the responsibility of the treating physician. The delivery of health care within the Detention Center shall be a joint effort between on-site nursing staff, Custody staff and health care professionals. Security procedures are maintained by Custody staff and are established to maintain prisoner and staff safety as well as security within the facility.
13. **Mental Health Screening, Evaluation and Treatment.** In addition to general health assessments, Proposals shall identify specific procedures and expectations for the assessment and treatment of prisoners in custody who have been referred to qualified mental health professionals or who come into the jail with court ordered treatment (COT) plans and how the COT will be implemented. Qualified mental health professionals include psychiatrists, psychologists, psychiatric social workers and others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for mental health needs.
14. **Dental Care.** Proposals shall identify specific procedures and expectations for the assessment and treatment of Dental issues. Dental care means instruction in oral hygiene, examination, and treatment of dental problems. Dental treatment includes the full range of services that in the supervising dentist's judgment are necessary for maintaining the prisoner's health.

15. **Optical Care.** Proposals shall identify specific procedures and expectations for the assessment and treatment of prisoners referred to the responsible physician for assessment of vision care ranging from sight testing and correction to the diagnosis, treatment, and management of vision changes as they specifically relate to severe limitation of the prisoner's ability to perform daily activities.
16. **Pharmaceutical Operations and Management.** Proposals shall identify specific procedures and expectations for pharmaceutical operations in relation to prescribing, dispensing, administering, procuring and disposing of pharmaceuticals. Storage, control and administering of all medications will be completed by on-site nursing staff. Prescription medications shall be administered to the prisoner only on the order of a physician, dentist, or other legally authorized individual. Medications are prescribed only when clinically indicated. Prisoners are restricted from preparing, dispensing, or administering medication except for self-medication programs approved by the Sheriff. Formulary medications shall include a variety of medication options needed to treat prisoners in line with the community standard of care and clinically recognized best practices. Procedures and access to a designated pharmacy shall be included. Medications stored on-site shall have specific time frames established from ordering to delivery and a contingency plan shall be identified when barriers to re-ordering are encountered. Procedures shall be identified when a Non-formulary medication is requested by a treating physician. No "required" medication, as determined by the treating physician, shall be restricted solely due to cost.

**Medications which are not covered by the vendor, and which are intended to be a cost to the District, must be identified in the proposal.**

17. **Emergency Response Plan.** Proposals shall identify specific procedures and expectations for emergency response. Responsible physicians shall maintain a twenty-four (24) hour on-call responsibility for any emergency that may arise in the Detention Center. Call back expectations shall be identified so that on-site nursing staff may staff with the responsible physician in a timely manner not to exceed sixty (60) minutes. Proposals shall identify procedures for responding to critical incidents that occur in the correctional setting, which include but are not limited to, prisoner death, suicide attempt, emergency psychotropic medication, pandemic, man-down, mass casualties, or other disasters. The vendor shall comply with and take part in any disaster exercise and disaster planning committees.
18. **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 staff in the screening, identification, referral, evaluation, treatment, monitoring, communication, housing, intervention, and training of suicide prevention policies and procedures. The Proposer shall implement, in collaboration with the Sheriff a comprehensive suicide prevention program for the District. At the option of the District, the Proposer shall provide training to Custody staff in the signs of potential suicide and basic intervention that can be used until a mental health professional can respond to the prisoner.
19. **Alcohol and Other Drug Problems.** Proposals shall identify specific procedures and expectations for screening and treatment of prisoners identified as being under the influence or having a history of alcohol or other drug abuse to include abuse of prescription medications and illegal drugs. Prisoners with alcohol or other drug problems are to be assessed and properly managed by qualified clinicians. Use of standardized diagnostic assessment tools shall be identified. Medical disorders associated with drug and alcohol abuse shall be recognized and treated. Intoxication and Withdrawal protocols shall be identified for managing prisoners under the influence of alcohol or other drugs and those undergoing withdrawal, specifically from alcohol, sedatives or opiates. Detoxification and other treatment plans such as medication "tapering" shall be identified. Treatment plans established must meet the community standard of care, but must be appropriate in a correctional setting.
20. **Patient Care Clinics.** Proposals shall identify specific procedures and expectations for participating in patient care clinics for individual assessment and treatment when clinically indicated and or referred by on-site nursing staff. Qualified health care professionals and responsible physicians shall make timely assessments in a clinical setting. Qualified health care professionals and responsible physicians shall

provide treatment according to clinical priorities or, when indicated, schedule patients as clinically appropriate. Referrals to health care providers are currently made by on-site nursing staff. Alternative triage or referral processes required by the vendor shall be identified in the proposal as it relates to emergency health care requests, non-emergency health care requests, chronic care clinics, mental health clinics, and other specialty care clinics.

21. **Monitoring of Prisoners in Segregation.** Proposals shall identify specific procedures and expectations for the monitoring of prisoners in segregation. Upon notification of placement into segregation, medical records shall be evaluated by a qualified health care professional in a timely manner, not to exceed thirty (30) days from placement into segregation, in an effort to identify adverse affects of segregation upon the prisoner's health. Special attention is given to vulnerable populations, such as adolescents and the mentally ill. Qualified health care professionals and responsible physicians shall promptly identify and inform Custody staff of prisoners who are physically or psychologically deteriorating and those exhibiting other signs or symptoms of failing health.

22. **Medical Records.** Proposals shall identify specific procedures and expectations regarding the management, retention and control of medical records. All prisoners must have a current medical record which complies with problem oriented medical record format and standards. All procedures concerning the confidentiality of the medical record including HIPAA compliance and applicable standards, rules shall be followed. All prisoner medical records are the property of the District. Any release of medical records must be approved by the Sheriff prior to submission.

Currently all medical records are contained in the electronic medical record system (COR-EMR) maintained by the District. Vendors are required to enter their clinical encounters, diagnosis, and orders into the electronic medical record system. Vendors are required to comply with all security procedures and remote access agreements established by the District.

23. **Health Service Complaints and Grievances.** Proposals shall identify specific procedures and expectations regarding the response to health service complaints and grievances. A prisoner's right to question or complain about the health care system is protected. All health care professionals and contracted vendors must respond to complaints and grievances made by citizens and or prisoners in the manner established by the District. The District requires that qualified health care professionals and responsible physicians make themselves available to Custody staff for all inquires made in response to complaints and grievances. The Proposer will be expected to review, evaluate, and respond to prisoner complaints and grievances concerning health care services in a professional and productive manner. The Proposer's staff may also be required to testify in court concerning actions filed by prisoners at no additional charge to the District.

24. **Infection Prevention and Control Program.** Proposals shall identify specific procedures and expectations regarding participation in the facility Infectious and Communicable Disease program. Vendors shall comply with the facility exposure control plan and work within "Standard Precautions" to minimize the risk of exposure to blood and body fluids and airborne contaminants.

25. **Facility Security.** Proposals shall identify specific procedures and expectations regarding participation in the facility security program. Vendors shall comply with the facility security procedures to include identification of staff and access to the facility. At no time shall vendors or their contracted employees engage in actions that would jeopardize the safety, security or orderly operations of the facility. At no time will items or information be passed to a prisoner or third party outside of the facility's operating procedures. All items issued to prisoners, regardless of clinical need, must be approved by the facility prior to issuance.

Vendors and contracted employees shall participate in security and orientation training as scheduled by the facility. All vendors and contracted employees working on-site must successfully pass a security clearance conducted by the Sheriff's Office.

26. **Clinic Space, Equipment and Supplies.** The District shall provide the space, fixtures, utilities, linen, telephone, modem, fax lines and other similar items necessary for the operation of prisoner health care services. The Proposer is reasonably responsible for all other office and operational supplies, forms, instruments, uniforms, tools and equipment necessary to carry out services outlined in this RFP.
27. **Continued Education.** The Proposer shall provide training development to its staff, which shall include, at a minimum, an orientation program, skills and competencies assessment and training, protocol and standardized procedures training, and an annual in-service training plan.
28. **Prosthesis.** Medical and dental prostheses shall be provided by the vendor when the health and/or well being of a prisoner would otherwise be adversely affected, as directed by the responsible physician or dentist.

**C. Delivery Systems:** Each proposal will be evaluated as to its response and compliance with the following delivery system requirements:

1. **Alternative Health Care systems:** If alternatives to, “face-to-face” health care services, such as “Tele-Health Care” and “Tele-Medicine” options are proposed, the specific function, application, and management of these delivery systems must be identified in the proposal. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the District, also must be identified in the proposal.

**D. Staffing Matrix/Licensing:** A staffing matrix shall be provided to adequately respond to requests and services that support care plans so that access to care is maintained for the prisoner population on a (24) hour basis. Each proposal will be evaluated as to its response and compliance with the following staffing requirements:

1. **Health Care Service Providers.** All health care service providers must be licensed in accordance with Arizona Revised Statutes, and must be in good standing with their respective board of examiners prior to assignment in the Detention Center.
2. **General Health Care Providers.** General health care services shall be overseen by a duly licensed and accredited physician. A staffing matrix shall be provided to adequately respond to care requests so that access to care is maintained for the prisoner population. ***Initial assessments shall be conducted on-site*** with the goal of maintaining time frames not to exceed fourteen (14) days from referral.
3. **General Mental Health Care Providers.** General mental health care services shall be overseen by a Qualified mental health professional who is duly licensed and accredited. A staffing matrix shall be provided to adequately respond to mental health care requests so that access to care is maintained for the prisoner population. ***Initial assessments shall be conducted on-site*** with the goal of maintaining time frames not to exceed fourteen (14) days from referral.
4. **Dental.** Dental services shall be overseen by duly licensed and accredited Dentist. A staffing matrix shall be provided to adequately respond to dental care requests so that access to care is maintained for the prisoner population. Dental services shall be conducted ***on-site*** with the goal of maintaining time frames not to exceed fourteen (14) days from referral.
5. **Optical.** Optical services shall be overseen by a qualified health care professional who is duly licensed and accredited. A staffing matrix shall be provided to adequately respond to optical care on an “as needed basis”. Depending on how severely the prisoner is limited from performing acceptable daily activities optical screening and glasses will be provided, however the eyeglasses will not be replaced more frequently than every three (3) years unless the prisoner’s prescription has significantly changed such that the prisoner is limited from performing acceptable daily activities. Optical screening shall be conducted ***on-site***.

**E. 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 District ninety (90) days prior to the end of the District's fiscal year. Justification for any requested adjustments must be supported by the appropriate documentation.
3. The Proposer will provide notice to the District 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 District to provide the additional services. Proposer will then submit invoices for the additional services. If District 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 District.

**IV. CONTRACT REQUIREMENTS:**

- A. Representation of the District: 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 District.
- 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 District inquiries regarding the contract within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the District.
- D. Change of Address: Vendor shall notify the District, 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 District, for its convenience, may terminate this Agreement, in whole or in part, upon ninety (90) calendar day's written notice. If such termination is effected, 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 District 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 District 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 District 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 Yuma 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 Yuma County in an attempt to secure favorable treatment regarding this Agreement.

The District, 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 Yuma 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 Yuma County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Vendor. The report shall be made to the Sheriff or his designee. In the event of a termination under this provision, the District 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 District determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, 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 District is entitled to pursue any available legal remedies.

- O. Employment of Former Yuma County Officials: The Vendor must provide information on former Yuma County administrative officials who are employed by or represent your business. The information provided must include a list of former Yuma County administrative officials who terminated Yuma 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 “Yuma 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 District with invoices for expenditures in the previous month.
- 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 District upon payment for services. All such items shall be delivered to the District at the completion of work under this Agreement. Unless otherwise directed by the District, 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 District may be made or used without prior written approval of the District except where required by law.
- S.** Background Checks: The Yuma 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. Yuma County Jail District 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 District 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 Yuma County.
- V.** Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Yuma 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.** Nondiscrimination: 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 subcontractors 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 Yuma County. Yuma 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 Yuma County and to cooperate with Yuma County's inspections.

- Y. Israel Boycott Certification: If vendor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this Agreement not engage in, a boycott of goods or services from Israel. This certification does not apply to boycott prohibited by 50 U.S.C. § 4842 or a regulation pursuant to U.S.C. 50 § 4842.

V. **INDEMNIFICATION AND INSURANCE:**

- A. **Liabilities Against Procuring Agency**: The Contractor shall indemnify, keep and save harmless the County, all County agents, officials and employees 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. Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
  3. Errors and Omission 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; or
  4. 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 Yuma County, the Yuma County Jail District and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.

- 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 Yuma 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:

**Yuma County Risk Management Office,  
198 Main Street,  
Yuma, Arizona 85364**

- E. **Insurance Review:** The above insurance requirements are subject to periodic review by the District. 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 District.

F. **Right to Monitor and Audit:**

1. **Right to Monitor:** The District 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 District in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the District.

In the event the District determines that Vendor's performance of its duties or other terms of this Agreement are deficient in any matter, the District 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 District, 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 District representatives for a period of three (3) years after final payment under the Agreement or until all pending District, Yuma 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 and Scope of Service. 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 District. 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 District 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 in order to facilitate eventual public inspection of the non-confidential portion of the response. The District 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.

**B. Proposal Presentation:**

1. One (1) **unbound original** and four (4) bound copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in the RFP timetable.
2. The original and copies must be in a sealed envelope or container, stating on the outside the Vendor's name and address and must be clearly marked "**Jail District Health Care Service Bid**" and must be addressed to:

**Yuma County Board of Supervisors  
198 South Main Street  
Yuma, Arizona 85364**

- VII. PROPOSAL CONTENT:** The proposal shall be written in sufficient detail to permit the District 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 District, 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 provided and Cost Proposal for health care services identified in this RFP.
  - a. The Vendor shall staff all positions **excluding** employment of the existing medical staff of the Detention Center.

<b>POSITION - General Healthcare &amp; Mental Health Services</b>
Physician
Physician's Assistant
Dentist
Psychiatrist

2. Cost Proposals that include population adjustments must be identified with specific calculation requirements.
3. Cost Proposals that separate on-site services from other delivery systems must be identified with specific calculation requirements.
4. Costs and equipment which are not covered by the vendor, and which are intended to be a cost to the District, must be identified in the proposal.

**D. Experience and Qualifications:**

1. State the number of years the Vendor has been in existence, the current number of employees 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 contact person on the contract and his/her telephone number; and the dates covering the term of the contract.

**E. 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.

**VIII. EVALUATION OF PROPOSALS:**

**A. Evaluation Process:**

All proposals will be subject to a standard review process developed by the District. 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 of these requirements may result in a rejected proposal. The District 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 on the basis of the following criteria (not necessarily listed in order of importance):
    - a. Vendor's response to scope of services.
    - b. 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 District and the requirements of the RFP.**

4. Evaluation Committee: The evaluation team will be selected by the Yuma County Sheriff or his designee.

**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 District 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 District 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 of Federal law.

3. Appeals will not be accepted for any other reason that those stated above. All appeals must be sent to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**
4. Disputes referring to this particular RFP must be addressed to: **Sheriff Leon N. Wilmot, Yuma County Sheriff's Office, 141 South Third Avenue, Yuma, Arizona 85364.**

**ADDENDUM "A"**

STATE OF ARIZONA            )  
  )ss.  
County of Yuma            )

**NON-COLLUSION AFFIDAVIT**

**TO:            YUMA COUNTY JAIL DISTRICT**

The undersigned, in submitting a bid for the Provision of Health Care Services to the Yuma County Jail District/Yuma County 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)