



Yuma County Detention Center

Leon N. Wilmot
Sheriff of Yuma County

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

REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

**Certified Nurse Practitioner with focus in Psychiatric and
Mental Health**

YUMA COUNTY JAIL DISTRICT

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

Date of Release:

January 18, 2026

I. INTRODUCTION

A. Purpose: The Yuma County Jail District, hereinafter called “District”, is seeking proposals for the provision of Certified Nurse Practitioner with a focus on Psychiatric and Mental Health Services for the prisoners held within the Yuma County Detention Center (hereinafter called “Detention Center”).

Delivery of Certified Nurse Practitioner with a focus on Psychiatric and Mental Health Services includes ***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 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. 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 April 1, 2026 with initial term ending March 31 2027. 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.

D. Minimum Vendor or Professionals Requirements: All Vendors or Professionals must:

1. Have a minimum of three (2) years experience providing Certified Nurse Practitioner with a focus on Psychiatric and Mental Health Services with proven effectiveness in a Correctional (or related institutional) setting.
2. Provide a minimum of three (2) references in the last three (3) years of customers who obtain health care services. A minimum of two (1) of these references must be Correctional (or related institutional) in nature.
3. Must have a proven ability for contract start-up within implementation date.
4. Meet the participation requirements outlined in this Request for Proposal.

E. Questions: Questions regarding the contents of this RFP must be submitted in writing no later than **January 28, 2026 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.

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

Henry Hernandez; Administrative Manager
Yuma County Sheriff's Office
141 South Third Avenue
Yuma, Arizona 85364
Office: (928) 539-7876; Fax: (928) 539-9140
Henry.Hernandez@ycso.yumacountyaz.gov

G. Proposal Submission Deadline:

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

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

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

**“JAIL DISTRICT CERTIFIED NURSE PRACTITIONER WITH A FOCUS ON PSYCHIATRIC AND MENTAL
HEALTH SERVICES 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 **Tuesday, February 17, 2026**. Facsimile or electronically transmitted proposals **WILL NOT** be accepted.

It is the responsibility of the Vendor or Professional 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.

H. PROPOSAL TIMELINE

Release of RFP	January 18, 2026
Deadline for Submission of Final Questions	January 28, 2026
Deadline for Answers to Questions	February 3, 2026
Deadline for Proposals	February 17, 2026
Bid Opening Date	February 19, 2026
Tentative Date for Awarding Contract	March 11, 2026
Tentative Contract Implementation Date	March 31, 2026

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 or Professionals 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 or Professional’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 or Professionals in the preparation of a proposal in response to this request and Vendors or Professionals agree that all costs incurred by developing this proposal are the Vendor’s or Professional’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 or Professional 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 operate the Mental Health care program in a cost effective manner with full reporting and accountability to the District.
2. To operate the Mental 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.
3. To implement a written Mental Health care plan with clear objectives, policies, and procedures for annual evaluation pursuant to A.R.S. § 36-402A.10.
4. To operate the Mental Health care program with health care policies and procedures mutually agreed upon between the Sheriff and the Vendor or Professional. 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's Office prior to implementation.
5. To maintain an open and cooperative relationship with the administration, staff of the Yuma County Detention Center and our community stakeholders.
6. To maintain complete and accurate records of care and to collect and analyze health statistics on a periodic basis established by the District.
7. To operate the Mental 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.
8. To provide a fair and objective proposal that will result in a mutually satisfactory contract between the successful Vendor or Professional and the District.

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

1. Mental Health Care Services
 - a. Psychiatric Nurse Practitioner falls under the Direction of the Contracted Medical Director, Health Services and Detention Administration. The Psychiatric Nurse Practitioner (Psych NP) provides specialized behavioral health assessment, treatment, and clinical oversight for individuals housed within the detention facility. This role ensures continuity of psychiatric care, crisis guidance, and clinical decision-making while working collaboratively with onsite medical and detention teams. The Psych NP operates under the clinical oversight of the contracted Medical Director, with administrative and operational direction provided Health Services and Detention Administration.
2. The Psych NP is contracted to provide the equivalent of 20 hours per week of combined telehealth clinical services and psychiatric administrative duties. Weekly hours include:
 - a. Scheduled telepsychiatry clinic visits and adequate medical record keeping
 - b. Diagnostic evaluations and follow-up appointments
 - c. Review of records, labs, and treatment plans
 - d. Coordination with onsite nursing and command staff
 - e. Required 24/7 on-call availability, which is included within the compensated 20-hour weekly allocation

- f. On-call availability includes remote response to emergent psychiatric concerns, consultation on critical cases, authorization of emergency mental-health-related transports, and guidance on suicide risk and crisis management.

3. Patient Visit Requirements, The Psych NP will complete a minimum of 50 psychiatric patient visits per week, conducted via secure telehealth platforms. Visits may include:

- a. Psychiatric diagnostic assessments
- b. Medication management sessions
- c. Suicide watch evaluations and follow-up
- d. Crisis intervention assessments
- e. Behavioral health assessments related to Medication Assisted Treatment participation (if applicable)
- f. Follow-up on specialty referrals or external psychiatric recommendations

4. Core Responsibilities include the following:

- a. Conduct psychiatric evaluations and deliver evidence-based psychiatric care in accordance with correctional mental health standards, clinical protocols, and legal requirements.
- b. Managing psychotropic medication prescribing, monitoring, and treatment adjustments while ensuring appropriate documentation and adherence to regulatory standards.
- c. Providing remote clinical oversight of acute psychiatric crises, including suicidal ideation, severe agitation, hallucinations, and other high-risk behavioral health presentations.
- d. Guiding onsite nursing and detention staff regarding suicide watch criteria, safety monitoring, and behavioral management plans.
- e. Maintaining accurate, timely Electronic Medical Records documentation to support continuity of care and meet all clinical, legal, and accreditation requirements.
- f. Collaborating regularly with the Medical Director, Health Services and detention administration to ensure coordinated and responsive psychiatric services.
- g. Participating in quality assurance initiatives, clinical meetings, policy development, and mental health trend reviews as assigned.

5. Supervisory & Reporting Structure

- a. Clinical Direction:
 - 1. Provided by the Contracted Medical Director, responsible for clinical practice standards, psychiatric protocols, and oversight of provider performance.
- b. Administrative Oversight:
 - 1. Provided by the Health Services and Detention Administration, who coordinates workflows, ensures compliance with county operational standards, and supports system-level improvements.
- c. Operational Support & Coordination:
 - 1. Provided by the Nurse Supervisor, who manages onsite communication, assists with scheduling of health visits, facilitates patient access, and ensures proper clinical support for remote evaluations.
 - 2. The Psych NP is expected to adhere to all facility policies, clinical guidelines, legal requirements, and supervisory directives issued by these authorities.

6. Mental Health Care Authority (Mental Health Clinician).

- a. 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.

7. Policies and Procedures.

- a. 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's Office. 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's Office prior to implementation.

8. Quality Control Systems.

- a. 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.

9. Reporting Methods.

- a. 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.

10. Access to Care.

- a. 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 Nurse Practitioner due to cost or indigent status.

11. Continuity and Coordination of Care.

- a. Procedures shall support all aspects of care which are coordinated and monitored from admission to discharge. Continuity of care means that prisoners receive mental health services and follow-up in keeping with the clinicians' recommendations, orders, and evidence-based practices.

12. Communication of Needs.

- a. Proposals shall identify specific procedures and expectations regarding significant mental 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.

13. Discharge Planning.

- a. 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 mental 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 or Professionals 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.

14. Mental Health Screening, Evaluation and Treatment.

- a. 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.

15. Emergency Response Plan.

a. Proposals shall identify specific procedures and expectations for emergency response. Responsible Nurse Practitioner 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 Nurse Practitioner 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. The vendor shall comply with and take part in any disaster exercise and disaster planning committees.

16. Suicide Prevention.

a. 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’s Office 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.

17. Patient Care Clinics.

a. 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 Nurse Practitioner 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 or professional shall be identified in the proposal as it relates to emergency health care requests, non-emergency mental health care requests.

18. Medical Records.

a. 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’s Office prior to submission.

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

19. Health Service Complaints and Grievances.

a. Proposals shall identify specific procedures and expectations regarding the response to mental health service complaints and grievances. A prisoner’s right to question or complain about the health care system is protected. All mental health care professionals and contracted Vendors or Professionals must respond to complaints and grievances made by citizens and or prisoners in the manner established by the District. The District requires that qualified mental health care professionals and responsible Nurse Practitioner 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 mental health care services in a professional and productive manner. The Proposer’s staff (Vendor, Professional, and/or Nurse Practitioner) may also be required to testify in court concerning actions filed by prisoners at no additional charge to the District.

20. Infection Prevention and Control Program.

- a. Proposals shall identify specific procedures and expectations regarding participation in the facility Infectious and Communicable Disease program. Vendors or Professionals 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.

21. Facility Security.

- a. Proposals shall identify specific procedures and expectations regarding participation in the facility security program. Vendors or Professionals shall comply with the facility security procedures to include identification of staff and access to the facility. At no time shall Vendors or Professionals 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.
- b. Vendors or Professionals and contracted employees shall participate in security and orientation training as scheduled by the facility. All Vendors or Professionals and contracted employees working on or off site must successfully pass a security clearance conducted by the Sheriff’s Office.

22. Clinic Space, Equipment and Supplies.

- a. The District shall provide the space, fixtures, utilities, linen, telephone, modem, fax lines and other similar items necessary for the operation of prisoner mental 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.

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.
2. **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:
 - a. Health Care Service Providers. The Nurse Practitioner service provider must be licensed in accordance with Arizona Revised Statutes and must remain in good standing with their respective board of examiners prior to and throughout their assignment in the Detention Center.
 - b. Staffing and on call: The provider is individually responsible for ensuring adequate clinic availability and maintaining 24/7 on-call availability, ensuring continuous clinical support, urgent medical decision-making, and emergency guidance for the facility. Emergency backup on-call coverage, as well as scheduled vacation or time-off coverage, may be utilized only with prior approval from the Contracted Medical Director. The provider is responsible for coordinating any approved alternate coverage to ensure uninterrupted access to care and compliance with facility standards.

D. 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 days 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 or Professionals' 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,
197 South 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 or Professionals 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 Mental Health Care Service Bid**" and must be addressed to:

**Yuma County Board of Supervisors
197 South Main Street**

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 mental health care services identified in this RFP.
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 (example: off-site) 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 or Professional has been in existence, the current number of employees and the primary markets served.
2. Describe the Vendor or Professional'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 or Professional 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 or Professionals 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 workload capabilities.
 - c. 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 or Professionals 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 or Federal law.
3. Appeals will not be accepted for any other reason than 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

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)ss.

County of Yuma

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NON-COLLUSION AFFIDAVIT

TO: YUMA COUNTY JAIL DISTRICT

The undersigned, in submitting a bid for the Provision of Mental 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)