

YAVAPAI COUNTY JAIL DISTRICT

REQUEST FOR PROPOSAL

RFP # 25-001-01

INMATE MEDICAL AND RESTORATION TO COMPETENCY SERVICES

RFP SUMMARY: Yavapai County Jail District seeks a provider as the designated healthcare authority responsible for medical, mental health, dental, and all related healthcare services to all adults and juveniles held in the custody of the Yavapai County Sheriff's Office and Yavapai County Juvenile Justice Center. The District is also seeking a provider for the Restoration to Competency Program.

RFP ISSUE DATE	January 28, 2025
PROPOSAL DUE DATE	March 20, 2025, at 1:30 PM MST (local time).
PRE-PROPOSAL CONFERENCE	A pre-proposal conference will be held on February 11, 2025, at 9 a.m., Mountain Standard Time, at the Prescott Detention Center, 1200 Prescott Lakes Parkway, Prescott AZ 86301 followed by a site tour of the Juvenile Justice Center located at 100 Prescott Lakes Parkway, Prescott, AZ 86301 and on February 12, 2025 at 9 a.m. Mountain Standard Time at the Camp Verde Detention Center, 2830 N Commonwealth Drive, Suite 105, Camp Verde, AZ 86322]. It is mandatory that all proposers attend.
DEADLINE FOR QUESTIONS	The deadline for questions is [February 21, 2025] at [5 p.m.], [Mountain Standard Time]. Questions and/or inquiries must be submitted in writing to Heather Cole, Business Manager via email sheriff.businessmanager@yavapaiaz.gov].
RFP WEBSITE	https://yavapaiaz.gov/bids
SOLICITATION CONTACT PERSON	Heather Cole, Business Manager 255 E. Gurley St. Prescott, AZ 86301 Sheriff.businessmanager@yavapaiaz.gov

GENERAL SUBMISSION INSTRUCTIONS

Location for Submission: Yavapai County Board of Supervisors
Clerk of the Board
1015 Fair Street
Room 310
Prescott, AZ 86305

Submission Opening Details: **Proposals are due at 1:30 PM MST (local time) and will be publicly opened at 2:00 PM MST (local time) on Thursday, March 20, 2025, at 1015 Fair Street, Room 112, Prescott, AZ 86305.**

Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until an award is made, except as may otherwise be required by law or court order.

In accordance with Yavapai County Jail District procurement policies and Arizona law, competitive sealed proposals for the materials and services specified herein will be received by Yavapai County Jail District, at the above specified location, until the time and date cited.

Proposals must be sealed and plainly marked with "Solicitation No 25-001-01" and must be received in the Clerk of the Board of Supervisors Office, 1015 Fair Street, Room 310, Prescott, AZ 86305 by the final date and time for submission of Offers to this Solicitation, as indicated on the official clock located in the office of the Clerk of the Yavapai County Board of Supervisors. Yavapai County Jail District shall not be responsible for the pre-opening of, post-opening of, or failure to open proposals that are not properly submitted, properly marked, time/date stamped as received by the Yavapai County Board of Supervisors Office by the Offer Deadline or sent to the wrong address. **NOTE: If submitting a proposal via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service, all proposal documents must be marked as indicated above and entirely contained within the mailing device.**

Proposals shall be in the actual possession at the location indicated, on or prior to the exact time and date indicated above. Time is of the essence as to all submissions. Late submissions may only be considered for cause and in the sole and absolute discretion of Yavapai County Jail District.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS ENTIRE SOLICITATION.

Yavapai County Jail District makes every effort to ensure a successful solicitation process. However, it is ultimately Offeror's responsibility to obtain, complete, and submit the required paperwork and documentation in accordance with this Solicitation. Failure to do so may result in rejection of the Offer, in Yavapai County Jail District's sole and absolute discretion. By submitting an Offer, Offeror acknowledges and agrees that: (1) Offeror has read, understands, and agrees to be bound by the terms of this Solicitation; (2) Offeror is solely responsible for submitting a proposal in compliance with this Solicitation and all Solicitation Addendums as may be posted at <https://yavapaiaz.gov/bids>; and (3) if Offeror's proposal does not comply in all

GENERAL SUBMISSION INSTRUCTIONS

respects with this Solicitation, Offeror shall hold Yavapai County Jail District harmless for any and all losses that may result from the rejection of Offeror's proposal or from Yavapai County Jail District awarding the Contract to another individual or entity.

Responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation will be posted as they are developed, on the Yavapai County website. It is Offeror's responsibility to check the website for any changes made to this Solicitation prior to the Closing Date.

Questions regarding this Solicitation should be submitted via email to Heather Cole, heather.cole@yavapiaz.gov] or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to Heather Cole, 255 E Gurley St., Prescott, AZ 86301].

This Request for Proposal (RFP) has been prepared by Yavapai County Jail District as the soliciting procurement entity acting on behalf of Yavapai County Jail District.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
<u>General Submission Instructions</u>	2
<u>Uniform Instructions for Offers</u>	5
<u>Special Requirements of Solicitation</u>	14
<u>Award Criteria and Scoring Method</u>	17
<u>Scope of Work</u>	19
<u>Questionnaire</u>	55
<u>References Form</u>	56
<u>Offer</u>	57
<u>Acknowledgement and Acceptance</u>	58
<u>Request for Confidentiality of Proprietary Information</u>	59
<u>Non-Collusion Affidavit</u>	60
<u>Offeror Checklist</u>	61
<u>Specimen Contract</u>	62

UNIFORM INSTRUCTIONS FOR OFFERS

- 1.1 **DEFINITION OF TERMS.** As used in these instructions and the Solicitation, the terms listed below are defined as follows: **“Award”** means the selection of one or more successful Offerors in connection with this Solicitation.
- 1.2 **“Business days”** means days when Yavapai County Jail District is open for business and does not include weekends or holidays recognized by Yavapai County Jail District.
- 1.3 **“Contract”** means the executed contract entered into pursuant to this Solicitation along with this Solicitation, including any addendum, Exhibits, the Special Requirements of Solicitation, and the Scope of Work; the conforming Offer and any best and final offers; and any amendments to this Solicitation or the Contract; and any terms applied by law.
- 1.4 **“Contractor”** means any successful Offeror who has entered into a Contract with Yavapai County Jail District pursuant to this Solicitation.
- 1.5 **“District”** means Yavapai County Jail District, a political subdivision of the State of Arizona.
- 1.6 **“Days”** means calendar days unless otherwise specified.
- 1.7 **“Exhibits”** means all items attached as a part of this Solicitation.
- 1.8 **“Finance Director”** means the County employee responsible for the Finance Department of Yavapai County.
- 1.9 **“Interested Party”** means an Offeror.
- 1.10 **“Offer”** means an offer, bid, or proposal in response to this Solicitation.
- 1.11 **“Offer Deadline”** means the final date and time for submission of Offers to this Solicitation.
- 1.12 **“Offeror”** means a person or corporate entity who responds to this Solicitation by submission of an Offer.
- 1.13 **“Procurement Supervisor”** means the County employee responsible for the Procurement division of the Finance Department of Yavapai County.
- 1.14 **“Responsible Offeror”** means an Offeror who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.15 **“Responsive Offeror”** means an Offeror who submits an offer which conforms in all material respects to the request for proposals.
- 1.16 **“Solicitation, “Request for Proposals” or “RFP”** refers to this document with

UNIFORM INSTRUCTIONS FOR OFFERS

the solicitation number listed on the cover page and all terms and conditions and Exhibits herein, including any Solicitation Addendum subsequently issued.

- 1.17 "Solicitation Addendum"** refers to written addendum validly issued by Yavapai County Jail District in accordance with the terms and conditions of this Solicitation.
- 1.18 "Solicitation Contact Person"** means Heather Cole who may be contacted via email at sheriff.businessmanager@yavapaiaz.gov or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service at the address listed on the first page of General Submission Instructions.
- 1.19 "Solicitation Number"** refers to the unique number designated on the cover page to this Solicitation.
- 1.20 "Subcontract"** means any agreement, expressed or implied, between Contractor and another party or between a subcontractor and another party for performance of any work or furnishing of any material or any service required for the performance of the Contract.

1. **PRE-OFFER INQUIRIES.**

- 2.1 Duty to Examine.** It is the responsibility of Offeror to examine the entire Solicitation, seek clarification in writing, consult with Offeror's legal, financial, tax, and technical experts and check its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing an Offer after the Offer Deadline.
- 2.2 Solicitation Contact Person.** Any inquiry related to this Solicitation, including any requests for or inquiries regarding standards referenced in this Solicitation shall be directed solely to Solicitation Contact Person. Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or agent of District unless this Solicitation specifically identifies a person other than Solicitation Contact Person as a contact, or they are directed to do so by Solicitation Contact Person.
- 2.3 Submission of Inquiries.** It is preferable to have inquiries submitted via email to Solicitation Contact Person. Any inquiry related to this Solicitation shall refer to the RFP Name and the Solicitation Number and should otherwise clearly indicate that it is an inquiry or request for additional information, rather than a completed Offer. If an inquiry is responded to, the inquiry and response will be posted to <https://yavapaiaz.gov/bids>. Inquiries will not be accepted and will not be responded to if submitted less than seven (7) days before the Offer Deadline.
- 2.4 Requests for Exceptions.** An Offeror may submit to Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in this Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. Solicitation Contact Person shall determine, in

UNIFORM INSTRUCTIONS FOR OFFERS

his or her sole discretion, whether an exception is substantial or material and advise Offeror of the decision. **If an Offeror submits a preprinted contract, the preprinted contract shall be rejected.**

A request for exceptions must be submitted to Solicitation Contact Person not less than seven (7) days prior to the Offer Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing, including email, by Solicitation Contact Person.

If Offeror does not receive a written response to a request for exceptions prior to the Offer Deadline, Offeror may restate the request for an unsubstantial and nonmaterial exception in its Offer. A request for exceptions in an Offer will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District may reject the Offer in District's sole and absolute discretion. Proposals taking exception to the Special Requirements of Solicitation stated within this Solicitation may cause the Proposal to be considered nonresponsive and rejected.

- 2.5 Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer Deadline. Failure to do so will result in the inquiry not being answered.
- 2.6 No Reliance on Verbal Responses.** Any inquiry that results in changes to this Solicitation shall be answered solely through a written Solicitation Addendum. An Offeror may not rely on verbal responses from Solicitation Contact Person to inquiries.

3. OFFER PREPARATION.

- 3.1 Forms.** It is Offeror's responsibility to download this Solicitation from <https://yavapaiaz.gov/bids>. District will not supply Offeror with hard copies of this Solicitation, except for cause and in the sole and absolute discretion of Yavapai County Jail District. It is Offeror's responsibility to check this website for any inquiries, responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation. An Offer must comply with this Solicitation and be submitted with all information requested in this Solicitation. If a substitute document is used for any supplied documents or forms such as the questionnaire or any exhibits to this Solicitation, then the substitute documents must be legible and contain the same information requested in any such supplied documents or forms.
- 3.2 Typed or Ink; Corrections.** An Offer must be typed or in ink. Erasures, interlineations, or other modifications in an Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened, except as provided by law or court order.
- 3.3 Acknowledgement and Acceptance:** The Acknowledgement and Acceptance of the terms and conditions of this Solicitation must be submitted with an Offer and signed by an authorized representative of Offeror who represents and warrants that representative is authorized to execute the Offer on behalf of Offeror and to bind Offeror.

UNIFORM INSTRUCTIONS FOR OFFERS

All exceptions or modifications requested by Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by Offeror, must be clearly set forth in the Acknowledgement and Acceptance. Any exceptions or modifications set forth in the form that have not been previously accepted by District may be rejected if District determines, in its sole judgment, that a requested exception or modification would substantially or materially alter a term, condition, or other provision of this Solicitation. Unacceptable exceptions or modifications may remove an Offer from consideration for Award.

- 3.4 Offer Sheet, Acknowledgement and Acceptance and Non-Collusion Affidavit.** The Offer Sheet, Acknowledgement and Acceptance and Non-Collusion Affidavit within this Solicitation shall be submitted with an Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify Offeror's intent to be bound by the Offer and the terms of this Solicitation and that the information provided is true, accurate and complete. Failure to submit these forms may result in rejection of the Offer, in District's sole and absolute discretion.
- 3.5 Subcontractors.** An Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation.** To the fullest extent permitted by law, District will not reimburse an Offeror for the cost of responding to this Solicitation.
- 3.7 Incurring Costs.** Yavapai County Jail District is not liable for any costs, expenses, fees, etc. incurred by Offeror prior to issuance of a Contract.
- 3.8 Solicitation Addendum.** Unless otherwise stated in this Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of an Offer, in the sole and absolute discretion of District.
- 3.9 Tax Identification Numbers.** An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer Sheet and provide the tax rate and amounts where applicable in the Offer.
- 3.10 Taxes.** District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining an Award.
- 3.11 Order of Precedence.** This Solicitation includes the following documents listed in their order of precedence:
- 3.11.1** Solicitation Addendums;
 - 3.11.2** Special Requirements of Solicitation;
 - 3.11.3** Specimen Contract;
 - 3.11.4** Scope of Work;

UNIFORM INSTRUCTIONS FOR OFFERS

- 3.11.5 Solicitation Attachments and Exhibits; and
- 3.11.6 Uniform Instructions for Offers.

In the event of conflicts or discrepancies among the foregoing Solicitation documents, interpretations will be based on the document having a higher order of precedence.

- 3.12 **Exceptions to Terms and Conditions.** An Offer that takes exception to a requirement of any part of this Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occur. All exceptions that are contained in an Offer may negatively affect the evaluation of Offeror's proposal based on the criteria as stated in this Solicitation or result in rejection of the Offer in District's sole and absolute discretion.
- 3.13 **Form of Contract.** The Contract will be in substantially the form of the included Specimen Contract. Any proposed contracts submitted with Offers or proposals will be rejected. If an Offeror objects to any term in the Specimen Contract, that Offeror must present that objection as an exception in the Offer for that objection to be considered.

4. **SUBMISSION OF OFFERS.**

- 4.1 **Required Submission.** Offerors shall submit an electronic copy proposal on six (6) USB drives and one hard copy in the same envelope, mailed or delivered to the Clerk of the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, AZ 86305. The envelope containing the Offer should be sealed and should reference the Solicitation Number and be directed to the attention of the "Clerk of the Board." Offers must be received at the location indicated on or prior to the exact time and date of the Offer Deadline. Late Offers will not be considered except as otherwise provided herein. Email submissions will not be considered except as otherwise provided herein.
- 4.2 **Offer Amendment or Withdrawal.** Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided by law or court order. Each Solicitation Addendum shall be signed by the person signing the Offer and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer, in the sole and absolute discretion of District.

5. **ADDITIONAL OFFER INFORMATION.**

- 5.1 **Late Offers.** An Offer submitted after the Offer Deadline shall be rejected, except as otherwise provided herein.
- 5.2 **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.3 **Confirmation.** Solicitation Contact Person may contact Offeror to confirm understanding of the Offer. Such contact shall occur after the Offer Deadline, after opening of Offers, and prior to Award. District shall seek written confirmation from

UNIFORM INSTRUCTIONS FOR OFFERS

Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

5.4 Offer Acceptance Period. Offeror shall hold its Offer open for a minimum of 120 days from the Offer Deadline.

5.5 Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of this Solicitation, District may waive any formal deficiency, reject any and all Offers or portions thereof, or cancel this Solicitation completely in the sole and absolute discretion of District.

6. CONFIDENTIAL INFORMATION.

6.1 Request for Confidentiality. If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality and complete the Request for Confidentiality of Proprietary Information. Offeror acknowledges that District is subject to Arizona Public Records Law found in Arizona Revised Statutes (A.R.S.) §§ 39-121 *et seq.* and any exemptions thereto. Upon receipt of a public records request or other request to release certain information identified by Offeror as Confidential, District shall make an internal determination as to whether Offeror's request for confidentiality is supported by Arizona law. If District determines that certain requested information is not confidential under Arizona Public Records Law, District shall advise Offeror of receipt of the request for the information and allow Offeror ten (10) business days to file for and obtain a protective order from a court prohibiting disclosure of the information. If Offeror fails to request or obtain a protective order in the time indicated, the information shall be disclosed.

6.2 Pricing is not confidential. All pricing and cost information submitted with an Offer is not confidential and any request for confidentiality of pricing or cost information submitted to Solicitation Contact Person shall not be protected from disclosure after Award notification. Requests to protect pricing information or the entire Offer from disclosure will be denied.

6.3 Public records. All contents of an Offer submitted in response to this Solicitation, other than those items confidential by law or determined by District to be confidential, are subject to disclosure under Arizona Public Records Law (ARS § 39-121, *et. seq.*) after Award notification.

7. CERTIFICATIONS OF OFFEROR. By signing the Offer Sheet and the Acknowledgement and Acceptance, Offeror certifies the following:

7.1 Offeror has examined, understands, and agrees to be bound by the terms, conditions, scope of work, and all exhibits of this Solicitation.

7.2 The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited:

UNIFORM INSTRUCTIONS FOR OFFERS

- 7.2.1 An Offeror to put in a sham Offer;
 - 7.2.2 Any other person, firm, or corporation to refrain from submitting an Offer; or
 - 7.2.3 In any other manner sought to secure for itself an advantage over any other Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under this Solicitation.
- 7.3 Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official or employee of District in connection with this Solicitation.
- 7.4 Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any agency or subdivision of the State of Arizona, has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under any state or federal laws for acts or omissions after January 1, 1985.
- 7.5 If awarded a Contract, Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work, specifications, and Exhibits of this Solicitation.

8. **AWARD.**

- 8.1 **Basis of Award.** An Award will be made to the Offeror whose Offer is determined to be the most advantageous to District based on the requirements of this Solicitation and evaluation factors set forth in the Special Requirements of Solicitation. Price is not the sole determining factor in determining which Offers are most advantageous to District.

District will evaluate and determine which Offers are acceptable and unacceptable for further consideration.

All Offers will be evaluated in accordance with this Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the most advantageous Offer.

- 8.2 **Formation of Contract.** A submitted Offer in response to this Solicitation is an offer to contract with District based upon the terms, conditions, scope of work, and specifications contained in this Solicitation. An Offer does not become a Contract unless and until District makes an Award. A Contract is formed when the Yavapai County Jail District Board of Directors signs the Award and Contract documents on behalf of District. No work may commence, or products be delivered until a work order has been issued to Contractor.

9. **PROTESTS.**

- 9.1 Any Interested Party may file a protest. In order to be timely, a protest must be submitted, in writing, to the Finance Department no later than 5:00 p.m. on the tenth calendar day after the date that the notice of intent to award was sent and the procurement file was made available for public inspection by the Procurement

UNIFORM INSTRUCTIONS FOR OFFERS

Supervisor.

An Interested Party may request an extension of the time limit for filing a protest by submitting in writing a request for extension for good cause. The Finance Director shall approve or deny the request in writing. If the extension is approved, a new date for submission should be determined. Protests that are not submitted in a timely manner to the Finance Director shall be rejected.

A protest shall contain all of the following (failure to provide any of the following is grounds for the Finance Director to reject a submitted protest):

- 9.1.1** Name, mailing address and telephone number of the Interested Party;
- 9.1.2** Identification of the solicitation or contract giving rise to the protest;
- 9.1.3** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- 9.1.4** The signature of the Interested Party or the Interested Party's representative; and
- 9.1.5** The form of relief requested.

9.2 The Finance Director shall not consider a protest unless the protest contains facts and evidence that, if true, would establish one or more of the following:

- 9.2.1** A material violation of the issued solicitation;
- 9.2.2** A material violation of this Section;
- 9.2.3** A failure to correctly apply the criteria set forth in the solicitation
- 9.2.4** A failure to correctly apply or calculate the scoring of responsive proposals that were not rejected by either the evaluation committee or the Procurement Supervisor; and/or
- 9.2.5** A bias exercised by one or more of the evaluation committee members or the Procurement Supervisor in the solicitation process, excluding a bias that arose during the evaluation process due to how well one or more proposals met the criteria established in the solicitation.

9.3 The Finance Director shall not consider a protest if:

- 9.3.1** The protest is based on a rejection by the evaluation committee or the Procurement Supervisor for failure to conform in all material respects to the requirements of the issued solicitation or other reasonable grounds set forth by the evaluation committee or the Procurement Supervisor; or
- 9.3.2** The protest is based on a rejection by the Procurement Supervisor for failure to attend a mandatory pre-proposal conference.

9.4 If the Finance Director determines that a protest is timely and otherwise complies with this Section and other applicable law, the Finance Director shall:

- 9.4.1** Dismiss the protest without holding a hearing and issue a corresponding written dismissal if the Finance Director determines that the facts and/or evidence in the protest, even if true, are insufficient to uphold the protest;
- 9.4.2** Uphold the protest without holding a hearing and issue a corresponding written decision if the Finance Director determines that the undisputed facts of the protest establish that the protest should be upheld; or

UNIFORM INSTRUCTIONS FOR OFFERS

9.4.3 Hold a hearing on the protest if there are genuine issues of fact or law that need to be resolved in order to determine whether the protest should be denied or upheld, and, subsequently, issue a written decision in response to the protest.

9.5 If the Finance Director dismisses or denies a protest pursuant to this section or other applicable law, Yavapai County Jail District may enter into a contract with the vendor who was issued the applicable notice of intent to engage in contract negotiations.

If the Finance Director upholds a protest, the Finance Director shall also determine how Yavapai County Jail District shall proceed regarding the issued solicitation, including, but not limited to, directing the evaluation committee or the Procurement Supervisor to engage in the evaluation process once again with specific directions to engage in or omit certain actions, re-issue the solicitation, or cancel the solicitation.

The Finance Director shall promptly issue a written decision regarding any protest and disseminate the written decision by mail, email, or otherwise furnish a copy of the written decision to the protestor. A protestor may not file an action, appeal, or otherwise, regarding a written decision issued by the Finance Director in response to a protest with any appeals panel, court, or any other forum.

Notwithstanding anything in this Section to the contrary, Yavapai County Jail District and the protestor may settle a protest by mutual agreement.

SPECIAL REQUIREMENTS OF SOLICITATION

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

1. **PRICING.** Submitted pricing must identify and include all costs of the proposed project including but not limited to: all equipment, supplies, and labor, site assessment, project management, documentation, travel, and taxes. All taxes, including sales and/or transaction privilege taxes, must be identified separately. All capital and nonrecurring costs must be disclosed up front and identified in the Offer.

Submitted pricing must include all items and services identified in the Scope of Work in the quantities specified; no partial quotes will be accepted unless specified within the Scope of Work.

2. **USE AGREEMENT.** The successful Offeror/Vendor awarded the agreement will also be required to approve a separate "Use Agreement" that facilitates two jural entities (Yavapai County (through the Yavapai County Sheriff's Office) and the Yavapai County Jail District) using said original contractual agreement to meet the requirements as outlined in the original agreement/contract. Said Use Agreement shall not require additional expense to the successful Offeror/Vendor and the Party requiring the Use Agreement shall be obligated and held to the same terms and conditions as the original contracting Party with the successful Offeror/Vendor. SEE Exhibit "A" for an example Use Agreement. The final Use Agreement may be slightly altered to meet the scope.
3. **CONTRACT AWARD.** Contract Award(s) will be made to the most responsive and responsible Offer(s) based on this Solicitation and the evaluation criteria set forth in this Solicitation and for which the Offer(s) are determined to be the most advantageous to District. Solicitation Contact Person shall recommend an Award or no Award, subject to approval of a majority vote of the District Board of Directors. Evaluation criteria is more particularly described in the Award Criteria and Scoring Method. The procurement file shall contain the basis on which the Award is made.
4. **MULTIPLE AWARDS.** District may issue a single Award to one Offeror under this Solicitation or District may Award multiple contracts if it determines, in its sole and absolute discretion, that doing so is the most advantageous and in the best interests of District.
5. **TERM OF CONTRACT.** The term of the Contract shall commence on the date of Award and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein. Upon mutual written agreement, executed by an amendment, the parties may renew this agreement up to two (2) one-year renewal periods. Parties shall review and determine if any mandatory updated contract amendments should be included in the renewal/amendment.
6. **QUESTIONS.** All questions and inquiries must be submitted to Solicitation Contact Person

SPECIAL REQUIREMENTS OF SOLICITATION

via email or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service at the address listed on the first page of the General Submission Instructions. All questions and inquiries with responses will be posted to the County website at: <https://yavapaiaz.gov/bids>.

7. **NON-EXCLUSIVE CONTRACT.** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the District. The County reserves the right to obtain like goods or services from another source.

8. **OFFER FORMAT.**

- 8.1 Submit an electronic copy proposal on six (6) USB drives and one hard copy in the same envelope. Offers shall be composed of tabbed sections in the following order:

- 8.1.1 Introductory Letter.
- 8.1.2 Table of Contents.
- 8.1.3 Signed Solicitation Addendum(s) (if applicable)
- 8.1.4 Contractor Background, Experience, and Qualifications. This section should also specifically identify the employees that will be assigned to this account, including their relevant education and experience and the number of years employed by Contractor.
- 8.1.5 References: provide at least 5 references.
- 8.1.6 Scope of Work and Technical Proposal. The Scope of Work and Technical Proposal shall include, but is not limited to, the following:
 - 8.1.6.1 Completed Questionnaire(s).
 - 8.1.6.2 Narrative Description.
 - 8.1.6.3 List of subcontractors. If none, so specify.
 - 8.1.6.4 Project Timeline.
- 8.1.7 Cost/Pricing Proposal.
- 8.1.8 Offer Sheet.
- 8.1.9 Acknowledgement and Acceptance.
- 8.1.10 Request for Confidentiality of Proprietary Information (if applicable).
- 8.1.11 Non-Collusion Affidavit.

- 8.2 Failure to submit any of the above required documents may result in rejection of the Offer, in District's sole and absolute discretion.

9. **ESTIMATED PROCESS TIMELINE.**

- 9.1 RFP Posting 52 days.
- 9.2 Offer Evaluation (estimated to be 10 business days).
- 9.3 Request for Best and Final Offers (if needed) (10 business days). Contract Award.

Please review the enclosed requirements, specifications, and terms of the entire

SPECIAL REQUIREMENTS OF SOLICITATION

Solicitation carefully. District reserves the right to accept or reject, cancel, postpone any or all offers, waive minor irregularities, and/or accept any Offer deemed to be in the best interest of District according to the evaluation criteria disclosed herein.

Offerors are encouraged to seek clarification on any item within this Solicitation. Responses will be posted as described in this Solicitation. The submission of an Offer indicates that Offeror understands the requirements and specifications and agrees to the terms and conditions set forth herein.

All information will be made available for public inspection after Award except pursuant to the confidentiality provisions of the Solicitation. The above timeline is an estimate only.

AWARD CRITERIA AND SCORING METHOD

1. INTRODUCTION TO SCORING AND AWARD PROCESS:

District will award contract(s) to projects that provide the highest public benefits for the public costs incurred and that meet all technical and statutory requirements. To evaluate the Offer(s) for public benefits and costs incurred, certain priorities must be considered.

To fulfill this requirement of reviewing Offer(s) in an objective and fair manner, Offer(s) will be reviewed and evaluated by a team composed by District. This team will use the following Award Criteria and associated point values to assist in scoring and awarding contract(s). If Offeror submits an Offer for multiple areas, District may score each area separately and award Offeror less than all the proposed areas unless Offeror otherwise indicates Offeror is not willing to accept a partial award.

These criteria reflect information provided in response to this Solicitation. To ensure that Offer(s) receive the best possible scoring, complete and comprehensive responses must be provided to all information requested in the Solicitation.

1.1. Award Criteria.

-

	Award Criteria	Multiplier	X	Rating	=	Points
1.	<u>Statement of Services Overview</u>					
	Provide the medical and mental health service that will be given to the facility	2	X		=	
2.	<u>RTC</u>	2	X		=	
3.	<u>Quality Assurance</u>	1.5	X		=	
4.	<u>Company Experience</u>	1	X		=	
5.	<u>Staffing Matrix</u>	1	X		=	
6.	<u>Cost Proposal</u>	1.5	X		=	
7.	<u>References</u>	1	X		=	
				Total	=	

AWARD CRITERIA AND SCORING METHOD

1.2. Scoring Method.

Rating	Definition	Score
EXCELLENT	Respondent demonstrates exceptional ability, understanding, experience and skills. The Proposal identifies factors that will offer potential added value, with supporting evidence.	75-100
GOOD	Respondent demonstrates above average ability, understanding, experience and skills. The Proposal identifies minor additional benefits, with supporting evidence.	50-74
ACCEPTABLE	Respondent demonstrates the ability to meet the criteria, with supporting evidence.	25-49
RESERVATIONS	Satisfies only a minimum of the criteria but not all. Reservations about the Respondent to adequately meet the criteria. Little supporting evidence.	1-24
NOT ADDRESSED OR UNACCEPTABLE	Extremely limited or no supporting evidence to meet the criteria. Minimum effort made to meet the criteria.	0

SCOPE OF WORK

Summary Statement

Yavapai County Jail District seeks a Contractor as the designated healthcare authority responsible for medical, mental health, dental, and all related healthcare services to all adults and juveniles held in the custody of the Yavapai County Sheriff's Office and Yavapai County Juvenile Justice Center in a manner that meets or exceeds the standard of care of a reasonable, prudent health care provider in the community.

Scope of Procurement

The contractor will be responsible for delivering an efficient, comprehensive, coordinated, and continuous healthcare services program.

The contractor and Yavapai County Jail District will have the overall contract for services. The Contractor will work with the Yavapai County Sheriff's Office and Juvenile Detention Services.

Acronyms and Definitions	
Access to care	A timely manner in which a patient is seen by a qualified health professional and is rendered a clinical judgment.
AED	A portable medical device that analyzes the heart's rhythm and delivers an electric shock to help restore a normal rhythm. AEDs are used to treat sudden cardiac arrest, which is when the heart stops beating unexpectedly
Behavioral Health	Encompasses mental health and substance abuse disorders, stress, and relative symptoms.
Clinical Laboratory Improvement Amendment (CLIA)	Medical tests that can be completed outside a certified laboratory. A layperson can do a point-of-care- test (at a patient's bedside) while adhering to FDA regulations regarding risk, error, and accuracy.
Comprehensive Health Care	The current prevention and management of multiple physical and emotional health problems in a patient over time concerning family and life events.

SCOPE OF WORK

Continuous Improvement Committee	A committee of healthcare professionals who participate in the quality improvement committee. These members should include the medical director, HSA, DON, QI staff members, pharmacist (preferred), lead mental health administrator, psychiatrist, and staff members selected by the administration.
COWS	Clinical Opiate Withdrawal Scale
Contractor	The vendor that has been awarded the contract services.
Clinician	A healthcare professional who is qualified and works directly with patients. A clinician might be a physician or nurse, a psychologist or a mental health professional or a speech-language pathologist
CPR	Cardiopulmonary Resuscitation
CQI	Continuous Quality Improvement
DEA registration	Allows healthcare providers to prescribe or administer controlled substances to patients.
DON	Director of Nurses
Emergency Services	Providing first responder emergency care before arriving at an emergency room.
Encounter	A healthcare evaluation or exam.
EPI Pen	A medication that can be administered via an injectable pen device for individuals having an anaphylactic reaction.
Facility	A jail or detention facility
FTE	Full-time equivalent
HSA	Health Services Administrator
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human immunodeficiency virus
Inmate	An individual in custody of a jail, prison, juvenile, or ICE facility.
IRP	Individual Restoration Plans

SCOPE OF WORK

ISD	Inmate Services Division: A division within YCSO whose goal is to identify behavioral and social determinants of the health needs of incarcerated individuals, coordinate care and connections to community service providers upon their release and provide programming during incarceration.
IV	Intravenous
Medical Director	A medical physician appointed to a leadership role in healthcare services.
Medication for Opioid Use Disorder (MOUD)	The use of medications combined with counseling and behavior therapies to provide a whole-patient approach to the treatment of substance disorders. Medicines used to treat substance abuse include but are not limited to, naltrexone, methadone, suboxone, and buprenorphine.
MHP	Mental Health Professional
Methicillin-resistant Staphylococcus aureus MRSA	A staph infection was commonly seen in communal living that is antibiotic resistant.
Mid-Level	A Master's prepared Nurse Practitioner or physician's Assistant
Narcan	A medication that rapidly reverses an opioid overdose.
National Practitioner Data Bank (NPDB)	A database operated by the U.S. Department of Health and Human Services that contains medical malpractice payments and adverse action reports on healthcare professionals
NCCHC	National Commission on Correctional Healthcare
NIJO AARMS	National Institute for Jail Operations Accreditation Audit and Risk Management.

SCOPE OF WORK

Non-emergency health requests	Healthcare service requests are forward by the inmate via paper form, tablet, or in-dorm kiosk for nurses to review.
Opvee	An opioid-blocking agent that has a longer half-life than Narcan.
OTP	Opioid Treatment Program
Peer Review	The evaluation of work by one or more people with similar competencies to those of the work's producers. Peer review methods are used to maintain quality standards, improve performance, and provide credibility
PREA	Prison Rape Elimination Act - Prison Rape Elimination Act (PREA). Any sexual contact in a facility, including contact performed with full consent of the participating parties, is considered sexual assault under the Prison Rape Elimination Act.
Provider	A medical provider, or health care provider, is a licensed person or organization that offers health care services. This includes: • Doctor of Medicine or osteopathy • Podiatrists • Dentists • Chiropractors • Clinical psychologists • Optometrists • Nurse practitioners • Nurse-midwives • Clinical social workers
Primary Care	A healthcare provider who is the first point of contact for various health concerns.
QMHC	Qualified Mental Health Clinician
RBHA	Regional Behavioral Health Authority
RTC	Restoration to Competency
Safety Cell, Suicide Watch, or Observation Cell	An area within the jail that is monitored by security staff every 15-30 minutes and is free from hanging points.

SCOPE OF WORK

SOAP	Documentation used by professionals using the acronyms Subjective, Objective, Assessment, and Plan.
Substance Use Disorder SUD	A treatable mental health disorder that affects the person's brain and behavior, leading to the inability to control their use of substances, legal or illegal.
TB	Tuberculosis

The Yavapai County Sheriff's Office operates two adult detention facilities: Camp Verde and Prescott. An outside vendor has been providing health services since 2002. Services include medical, mental health, and dental care. Additional services include MOUD and RTC programs.

The Yavapai County Juvenile Justice Center operates the juvenile justice center. Services include medical and mental health. The standards of care for juveniles follow the State of Arizona Juvenile Detention Standards under the oversight of the Arizona Administrative Office of the Courts.

Yavapai operates an on-site healthcare department at all facilities and provides the following services:

1. Medical Director
2. Sick call 7 days a week
3. 24-hour on-call for medical and mental health
4. Health Services Administrator
5. Directors of Nursing
6. Registered Nurses
7. Licensed Practical Nurses
8. Psychiatry

Yavapai County Detention Facilities:

Camp Verde Detention Center

2830 N. Commonwealth Drive, Suite 105
Camp Verde, AZ 86322

Prescott Detention Center

1200 Prescott Lakes Parkway
Prescott, AZ 86301

Yavapai County Juvenile Detention

1100 Prescott Lakes Parkway
Prescott, AZ 86301

SCOPE OF WORK

Inmate Population Statistics

Medical Services Statistics

	2020	2021	2022	2023
Average Facility Population	476	519	532	554
Nursing Encounters	65549	72985	73833	76592
Physician Encounters	1012	851	733	690
Mental Health Physician Visits	1479	1441	1444	1670
Dental Encounters	332	289	363	355
Mental Health Counseling Visits	6088	8274	10675	16135
ER Visits (adult)	92	102	92	133
ER Visits (juvenile)	19	19	25	16
Hospital Days	43	64	102	148
Off-Site Referrals	124	99	66	165
X-rays completed	182	156	181	200
Labs drawn	1075	1078	1321	1615

General Scope of Services

This section describes the healthcare delivery and program services that Yavapai County Jail District will require.

The Contractor shall provide all labor, staffing, and supervision to perform medical, mental health, and dental care services. The Contractor will follow the NCCHC Standards for Jail (2018) and Juvenile (2022).

Objectives and Purpose

1. To deliver high-quality healthcare services that NCCHC standards can audit.
2. To operate health services to meet all legal and community standards for corrections consistent with the current NCCHC standards.
3. To operate the healthcare program cost-effectively.
4. To ensure the healthcare program is run professionally and efficiently, with full reporting and accountability to the Yavapai County Sheriff's Office Administration and Yavapai County Juvenile Justice Administration.
5. To deliver services in a manner that meets or exceeds community standards in the Yavapai County area and with the statutes applicable to the state of Arizona, federal laws, and constitutional requirements.
6. To ensure that the health care services operate at full staffing, using only licensed staff working within their licensure scope.
7. To provide periodic audits of practices through a quality improvement program.
8. To adhere to clinical pathways for the treatment of chronic care.
9. To provide timely suicide assessments, intervention, and monitoring of individuals expressing thoughts of self-harm.

SCOPE OF WORK

10. To provide comprehensive mental health care and treatment starting at booking and through the time of release.
11. To perform professional clinical work to provide the target population with comprehensive and coordinated mental health.
12. To operate all mental health programs with staff that comply with the State of Arizona's licensure and certification requirements.
13. To operate all mental health services cost-effectively with full reporting and accountability to the facility administrators or their designees
14. To provide a complete MAT program from induction to discharging an individual back to the community.
15. To follow all federal regulations related to opioid treatment programs.
16. To provide pharmacy management to include, but not be limited to, quarterly onsite inspections, inventory management, cost containment measures, reporting on drug costs, formulary changes, and other actions that can be taken to improve the quality and cost-efficiency of pharmaceutical care.
17. To ensure open and forthright communication regarding all issues relative to the contract and District.
18. To maximize the use of onsite medical specialties and diagnostics.
19. To maintain complete and accurate medical records.
20. To respectfully operate all health services humanely.
21. To follow all standards unique to the juvenile population.
22. To stabilize mental health symptoms and provide legal education for those participating in the restoration to competency program.
23. To accommodate the learning needs of the individual participating in the restoration to competency program.
24. To provide a patient-focused collaborative approach to mental health, psychiatry, jail management, attorneys, and the courts for those individuals participating in the restoration to competency program.
25. To provide experienced child psychiatrists when treating juvenile residents.
26. To ensure individuals coming to the facility or back from the hospital are continued on those medications until seen for an on-site evaluation.

Standards and Accreditation

The contractor shall comply with all applicable federal and state regulations and the then-current NCCHC standards. The contractor shall also comply with Yavapai County Jail District's National Institute for Jail Operations (NIJO), AARMS audit annually.

The Contractor must have demonstrated experience in meeting the standards of, obtaining, or maintaining accreditation such as that offered by the National Commission on Correctional Health Care (NCCHC).

Communication with Accreditation and Licensing Authorities

SCOPE OF WORK

The Contractor must immediately notify the Yavapai County Sheriff's Office Administration and Yavapai Juvenile Justice Administration upon receipt of any correspondence from any regulatory or accrediting agency regarding any facility, program, license, certification, or accreditation with which the Contractor is associated with its performance on behalf of Yavapai County Jail District and send a copy of the correspondence to the Yavapai County Sheriff's Office Administration and Yavapai Juvenile Justice Administration. In addition, the Contractor must direct any communications regarding licensure, accreditation, or adverse events from any outside agency or party regarding healthcare operations to the Yavapai County Sheriff's Office Administration and Yavapai Juvenile Justice Administration.

Unless compelled by court order, the Contractor will not respond to any written correspondence from any regulatory agency without the express written consent of the Yavapai County Attorney's Office. The Contractor will not submit any correspondence, report, corrective action plan, or any other document or writing to any regulatory or accreditation agency without express written authorization from the Yavapai County Sheriff's Office Administration and Yavapai Juvenile Justice Administration. The Contractor must cooperate fully with designated District personnel to formulate responses to all regulatory, investigatory, or accrediting agencies.

Policies and Procedures

The Contractor shall act as the Designated Healthcare Authority and ensure policies and procedures are developed, documented, and available to all personnel. At a minimum, each facility must have a manual or compilation of written policies and defined procedures regarding healthcare services. The Contractor shall ensure that all healthcare policies and procedures are congruent with each facility's security policies and procedures. Policies and procedures shall address each applicable NCCHC 2018 Jail Standards standard. The contractor shall review each facility's policies and procedures with detention leadership annually.

The Contractor will provide the District with copies of updated and new policies and procedures it utilizes at least thirty (30) days before implementation.

The Contractor shall:

1. Train all mental health staff to detect, assess, and respond to an alleged sexual assault.
2. Follow the facility protocols and standards promulgated under PREA.
3. Report any known instances of sexual contact or sexual misconduct.
4. Provide mental health support to both the victim (if inmate) and the perpetrator (if inmate) at the time of the assault and in follow-up.

Capitation

The contractor will accept a fixed capitated rate for medical services based on the average daily population (ADP) in 2023. Rates will be reviewed and adjusted each calendar year. For Medical, capitation rates will be adjusted based on the following:

1. Capitation rates are based on the combined populations of all facilities.

SCOPE OF WORK

2. If the average daily population (ADP) is 600-700 On average in a calendar month, the District will reimburse the Provider at the Fixed Monthly Capitation Rate indicated in the initial contract.
3. If the ADP on average in a calendar month falls below 600 The District will pay the Provider the Fixed Monthly Capitation Rate minus the Capitation Per Inmate Per Day rate per inmate per day for any population below 600.
4. If the ADP on average in a calendar month rises in excess of 700, District will pay the Provider the Fixed Monthly Capitation Rate and the Capitation Per Inmate Per Day rate, per inmate per day for any population above 700.
5. If the ADP on average over a three-month period exceeds 650 inmates, the District and Contractor shall meet to discuss the longer-term population growth. If the population growth is determined to be long term then the daily capitation rate should apply for populations exceeding 650 commencing the following month.

For the Restoration to Competency Program, rates will be adjusted based on the following:

1. Capitation rates are based on the adult inmates assigned to the RTC Program.
2. For the RTC Program, if the average daily population (ADP) is 5 – 8. On average in a calendar month, the District will reimburse the Provider at the Fixed Monthly Capitation Rate agreed to in the initial contract.
3. For the RTC Program, if the ADP on average in a calendar month falls below 5, the District will pay the Provider the Fixed Monthly Capitation Rate with no adjustment due to the fixed cost of the program.
4. For the RTC Program, if the ADP on average in a calendar month rises in excess of 8, the District will pay the Provider the Fixed Monthly Capitation Rate and the Capitation Per Inmate Per Day as identified in the original agreement per inmate per day for any population above 4 to a maximum population of 20.

Bidders shall provide a proposal that includes a contingency plan for catastrophic medical events. Catastrophic is defined as any serious life-threatening condition or injury requiring extended hospital stay, surgical intervention, or long-term acute rehabilitation.

An additional cap will include those individuals participating in the RTC.

Access to Care

The Contractor shall ensure that all patients are provided access to care that meets or exceeds their medically necessary healthcare needs throughout their term of incarceration. Access to care means that a clinician shall see the patient promptly, receive professional clinical judgment and/or diagnosis, and receive care as ordered by the clinician. The Contractor shall ensure that individuals are allowed access to appropriate healthcare ordered by a clinician. The Contractor shall provide on-site service to maximize cost containment without compromising the quality of medically necessary services. The Contractor shall

SCOPE OF WORK

provide only medically necessary services in a manner that complies with State licensure requirements for an Outpatient Treatment Center and Behavioral Health Outpatient Treatment Center and the relevant standards published by the National Commission on Correctional Health Care (NCCHC).

The Contractor will be financially responsible for the court-ordered treatment of inmates by outside entities.

Staffing

The Contractor shall provide staffing at each facility based on the size and unique needs of the population and in conformance with NCCHC's *Standards*.

Staffing Matrix. The Contractor shall submit and maintain a detailed staffing matrix including titles, hours scheduled (full-time, part-time), shifts, days of the week, and assignments. The staffing matrix must show staffing levels for each facility, including the types and number of professionals by discipline, shift, and day of the week. Staffing levels must be adequate to service the institution's size, the number of annual screenings, and the comprehensive scope of on-site services. The Contractor shall only modify the staffing matrix with written approval from the Yavapai County Sheriff's Office Administration or Yavapai Juvenile Justice Administration.

Hours of Work. The Contractor shall ensure staff work during business hours in a manner that allows the healthcare team to collaborate and attend treatment team meetings.

Emergency On-Call. The Contractor shall provide on-call consultation for individuals requiring a provider consultation twenty-four (24) hours a day, three hundred sixty-five (365) days a year. The Contractor shall ensure that all emergency calls are returned within thirty (30) minutes, including those received on the second or third shift or during holidays or weekends.

Fill Rate Requirements for Vacancies.

1. Contractor shall maintain staffing levels for hands-on health care positions for each detention facility at a minimum threshold of ninety percent (90%) of the established staffing plan on average on a monthly basis.
2. Time not included against the ninety percent (90%) minimum staffing threshold is an FTE's paid time off (PTO), holiday, FMLA leave, or attendance at the Contractor's or Age Jail District's training.
3. Contractor shall maintain daily staffing documentation for each detention facility which is to be available to the Jail District upon request.
4. Staffing documentation shall include:
 - a. Name and license type for each hands-on health care position.
 - b. Time sheets or other documentation of actual hours worked each month for each category of hands-on position.
 - c. Contractor shall report the actual number of hours worked each month for each category of hands-on position. This report shall be provided to the Monthly Invoice for Services.

SCOPE OF WORK

5. Compliance with the 90% staffing threshold will be determined by comparing the actual hours worked each month by hands-on category with the Monthly Contracted Hours amount.
6. The monthly Contracted Hours is calculated by converting the FTE of hands-on health care positions, as identified in the staffing plan, to hours using the following method:
7. $\text{FTE} \times 2,080 \text{ hours} = \text{Annual Contracted Hours}$
8. $\text{Annual contracted hours} \div 12 = \text{Monthly Contracted Hours}$
9. If required staffing for any Medical or Mental Health Services is not provided at the 90% level as required for a period of four (4) consecutive months, the Jail District may, at its discretion, arrange to provide the necessary services that were not provided due to staffing shortages.
 - a. Costs for such services provided as a result of chronic understaffing as described above will reduce the capitation amount by the actual costs incurred, including, but not limited to, the cost of the medical or mental health services billed to the Jail District.
 - b. The costs for services provided as a result of chronic understaffing will not apply to the Catastrophic Limitations.
 - c. Any adjustments as a result of services provided due to chronic understaffing as described above are in addition to any other penalties described in this contract.
10. If at least a ninety percent (90%) staffing threshold is not met in a month, the Jail District will reduce the capitation paid to the Contractor for that month by the hourly rate for staffing hours not provided.
11. If the monthly ADP over a six (6) month period exceeds the established Maximum Inmate Population Maximum Inmate Population, the Contractor and Jail District may renegotiate an appropriate increase in capitation for standard staffing costs.

Management and Leadership of Healthcare Professionals. The Contractor shall provide professional management services, oversight of healthcare professionals, and hands-on leadership to the entire healthcare team.

At a minimum, the Contractor shall:

1. Ensure accessibility and timeliness of all healthcare services.
2. Ensure individuals receive high-quality healthcare services.
3. Ensure that all standards of care for individuals are met.
4. Ensure all individuals receive the same level of health care that they can receive in the community.
5. Ensure all policies and procedures are followed.
6. Ensure and oversee the professional Clinical Performance Enhancement process.
7. Participate as a member of the CQI Committee and chair the Pharmacy and Therapeutics Committee.

Healthcare Professional Requirements

The Contractor will recruit, interview, hire, train, and supervise its assigned staff. Job descriptions will define each position's scope of practice and responsibilities.

SCOPE OF WORK

1. **Qualifications.** The contractor and its assigned staff must be qualified and experienced in providing healthcare services to individuals incarcerated in jails or juvenile facilities.

The Contractor shall ensure:

- a. All professional licensed staff hold an unencumbered license.
 - b. All medical providers are licensed through the state of Arizona and have a minimum of three (3) years of experience, including at least one (1) year (preferred) in a correctional setting or constant, on-call access to an experienced provider of equal or greater qualification.
 - c. All psychologists are licensed through the State of Arizona and have at least three (3) years of experience, including at least one (1) year in a correctional setting.
 - d. All Qualified Mental Health Professionals have at least one (1) year of experience or internship in a correctional facility or environment.
 - e. Any professional supervising staff have at least two (2) years of experience in a supervisorial role.
2. **Credentialing.** The Contractor shall ensure that all medical and mental health professionals are fully credentialed and appropriately licensed/certified/registered according to the State of Arizona and all applicable federal laws and regulations.

The Contractor shall, at a minimum:

- a. Track and monitor all staff's licensure compliance.
 - b. Verify board certifications in psychiatry for all assigned psychiatrists.
 - c. Check the National Practitioner Data Bank for each practitioner candidate and ensure that the Arizona licensing agency has no findings or censure against the individual before placement.
 - d. Prescribers will possess a current DEA registration.
 - e. Provide evidence of malpractice insurance and list claims and pending lawsuits with the liability coverage level agreed (in writing) with the District.
 - f. Maintain copies of verified medication education for all assigned staff, including internship, residency and fellowship programs, and specialty certification(s).
 - g. Maintain copies of current CPR or basic cardiac life support certification(s) for all assigned staff.
3. **Professional Development.** The Contractor ensures that all healthcare professionals maintain clinical knowledge and skills through ongoing education and training. As necessary, it shall provide professional development opportunities and training for staff to meet this requirement at no cost to the District.
 4. **Peer Reviews.** The Contractor shall provide an annual peer review of primary care providers, psychiatrists, dentists, nurse practitioners, and physician's assistants. The review should include charts, treatment plans, treatment of special needs individuals, off-site ER send-outs, and admissions reviews.

Healthcare Staff

Training and Orientation

SCOPE OF WORK

The Contractor will provide orientation for all newly hired staff. This shall include hands-on competency-based training, a review of the Yavapai County Sheriff's Office, Juvenile Justice Center, and the contractor's policies and procedures, safety, and security.

The Contractor shall hold an annual refresher competency review. The review must include, but is not limited to:

1. Medication Administration (required annually for all nursing staff)
2. Sharp and Tool Count
3. Managing Manipulative Behavior
4. Segregation Rounds and Segregation Medication Administration as a Specialty
5. Documentation
6. Updates on the Electronic Health Record
7. Phlebotomy skills
8. Planting and reading Mantoux skin tests
9. Emergency man-down
10. Emergency medications (including EpiPen, Narcan, and/ or Opvee)
11. Alcohol and Opioid management CIWA / COWS
12. Review of HIPAA
13. Review of PREA
14. Recognition and initial triage of intoxication and withdrawal

Performance Appraisals

The Contractor will monitor the performance of healthcare staff to ensure they work within their scope of practice and align with the job description. The contractor will complete employee evaluations on an annual basis. The supervisor and staff will sign evaluations; a copy will be maintained in their employee file. Staff will review and sign off job descriptions annually, keeping a copy in the employee's file.

Security Guidelines for Contractor Staff

The Contractor must ensure that all healthcare staff abide by rules and regulations, exhibit professionalism, and maintain appropriate boundaries with inmates.

Staff Training

1. Provide ongoing comprehensive health care training and development programs to the Contractor's health care staff and the Jail District's detention staff that can be used in the day-to-day performances of those staff, and to meet the guidelines outlined in 42 U.S.C. §1997 (Civil Rights of Institutionalized Persons Act), the National Commission on Correctional Health Care, and the State of Arizona Operational Guidelines for Juvenile Detention Facilities.
2. Training and development programs shall include, but not be limited to, CPR, HIPAA, identifying mental health issues, procedures for suicide prevention; standard/universal precautions and established procedures regarding infectious and communicable diseases and procedures for referring inmates to health care staff for identified health issues, and the special needs of Juveniles detainees, if applicable

SCOPE OF WORK

Staffing Coverage

Both adult jails, Camp Verde and Prescott, require 24-hour coverage, 7 days a week, 365 days a year. Nursing coverage for the juveniles is a split shift encompassing ten hours seven days a week. In the event a juvenile requires assessment during non-nursing hours, the Contractor will ensure that nursing staff from the Prescott Jail will provide care.

Listed below are the staff matrix for the three facilities and their needs.

The contractor will ensure competent, sufficient staff to adapt to the changes in the average daily census.

The contractor will provide adequate psychiatry coverage to include at minimum 2 days in person per week, one day Prescott one day Verde.

Table 1, below is the current contractor's staffing plan, provided for reference. The contractor will propose a staffing plan that exceeds the current staffing and includes additions of:

- 2.10 FTE RN for intake at Camp Verde
- 2.10 FTE RN for intake at Prescott Jail
- 2.6 FTE RN for clinic and intake Juvenile.

SCOPE OF WORK

Table 1

Prescott Staffing Plan									
Position	SUN	MON	TUE	WED	THU	FRI	SAT	HOURS	FTE's
Day Shift									
Health Services Administrator	-	2	2	2	2	2	-	10	0.25
Director of Nursing/Clinic		8	8	8	8	8		40	1
RN Infirmar y/Intake	12	12	12	12	12	12	12	84	2.1
LPN/Med/Treatments	8	8	8	8	8	8	8	56	1.4
Mental Health Professional	-	6	6	6	6	6	-	30	0.75
Psychiatry			6					6	0.15
NP		5		5		6		16	0.4
MA as AA		8	8	8	8	8		40	1
Night Shift									
RN/Infirmar y/Intake	12	12	12	12	12	12	12	84	2.1
LPN/Meds/Treatments	8	8	8	8	8	8	8	56	1.4
TOTAL	40	69	70	69	64	70	40	422	10.55

Verde Staffing Plan									
Position	SUN	MON	TUE	WED	THU	FRI	SAT	HOURS	FTE's
Day Shift									
Health Services Administrator		6	6	6	6	6	6	30	0.75
Director of Nursing/Clinic		8	8	8	8	8	8	40	1
RN Infirmar y/Intake		12	12	12	12	12	12	84	2.1
QA RN		8	8	8	8	8		40	1
LPN/Med/Treatments	19	19	19	19	19	19	19	130	3.25
Mental Health Professional		10	10	20	20	20	10	90	2.25
Psychiatry				4	4	4		12	0.3
Provider		6	6	6	6	6		30	0.75
Administrative Assistant		8	8	8	8	8		40	1
Position	SUN	MON	TUE	WED	THU	FRI	SAT	HOURS	FTE's

SCOPE OF WORK

Evening Shift									
RN/Infirmary/Intake	12	12	12	12	12	12	12	84	2.1
LPN/Meds/Treatments	15.5	15.5	15.5	15.5	15	15	15	107	2.675
Total	46.5	90.5	90.5	104.5	104	104	82	617	15.425

Juvenile Staffing Plan									
Position	SUN	MON	TUE	WED	THU	FRI	SAT	HOURS	FTE's
RN	8.5	8.5	8.5	9	8.5	8.5	8.5	60	1.5
NP			1	1	1	1		4	0.1
Psychiatry				1.48				1.48	0.037
Mental Health Professional		2		2		2		6	0.15
Total	8.5	10.5	9.5	13.48	9.5	11.5	8.5	71.48	1.787

RTC Staffing Plan									
Position	SUN	MON	TUE	WED	THU	FRI	SAT	HOURS	FTE's
Administrative Assistant		8	8	8	8	8		40	1
Program Director/Psychologist		10		10	10	10		40	1
Psychiatry		4	4	4	4	4		20	0.5
Mental Health Professional		20	20	20	10	10		80	2
Total		42	32	42	32	32		180	4.5

Leadership Positions for Healthcare Staff

Health Services Administrator

The Contractor shall appoint an HSA with two years of supervision/management experience, experience in corrections, and a bachelor's degree in business (or equivalent experience), health care administration, nursing, or public administration. The HSA shall be responsible and accountable for all aspects of health care services at all facilities.

SCOPE OF WORK

Director of Nursing

The Contractor shall appoint a DON with the minimum qualifications: an Arizona RN license; education of no less than BSN, with MSN preferred; and at least 2 years of progressively responsible nursing management experience with at least 3 years as a practicing RN. Corrections experience is preferred.

Medical Director

The Contractor shall appoint a Medical Director with the minimum qualification: MD or DO degree, graduated residency, and current board certification in the primary care specialty. The applicant for the Medical Director must hold an unencumbered license to practice medicine in the state of Arizona.

Electronic Health Record

The Contractor shall ensure:

1. The maintenance and confidentiality of the health record.
2. Healthcare records will remain separate from any legal records.
3. All healthcare personnel will document within the same medical record.
4. A provider signs off all labs, radiology, and consultations within 24 hours of receipt.
5. Upon written authorization, medical records will be released.
6. All documents relating to the individual's health shall be filed in one consolidated record.
Documents will include, but are not limited to:
 - a. Medical
 - b. Dental
 - c. Mental Health
 - d. Consultations (onsite and offsite)
 - e. Emergency Room reports
 - f. Hospital admissions (H&P's, consults, labs, and discharge summary)
 - g. Non-emergent sick call requests
 - h. Labs (point of care and reference lab results)
 - i. Radiology (onsite and offsite)
 - j. Inmate refusals
 - k. Outside lab results
 - l. EKG's
 - m. Results of successful database queries (such as by the Statewide Health Information Exchange or to the RBHA).

Documentation - Progress Notes

The Contractor will ensure progress notes are documented in the health record for all open medical and mental health cases at each clinical contact and a frequency dictated by the inmate's condition, status, and level of care and shall include, at a minimum:

1. Documentation of treatment plan implementation and progress.
2. Documentation of all treatment provided to the inmate/detainee.
3. Chronological documentation of the inmate/detainee's clinical course.
4. Descriptions of each change in the inmate/detainee's condition.

SCOPE OF WORK

5. Documentation of suicidality or violent behavior with a history of all attempts of suicide and self-harm.

Mental health progress notes shall be comprehensive, entered into the EHR with the date and time and signed by the QMHC. Plans shall include individual-specific recommendations based on clinical contact and mental health classification. Documentation completed by providers, nursing, and dental can use a narrative note or (SOAP) format.

Medical Record Audit

A review of medical records will be used to assess the quality of the work the Contractor provides. The assessment process is Yavapai County Jail District's ongoing effort to identify areas of strength and areas for improvement. The audit will be completed by the HSA monthly, and the review findings will be forwarded to the Contract Monitor and shared at the quarterly QI meeting. The areas of focus consist of various categories of medical, dental, mental health, and MOUD services, including, but not limited to:

1. Receiving screening
2. Detoxification/Withdrawal management
3. Health assessment
4. Allergy status
5. Problem list
6. Medication administration and management
7. Dental examination and care
8. Chronic care
9. Specialty consult process
10. Segregation wellness checks
11. Handling of non-emergent sick call requests
12. Mental health watch
13. Suicide watch, including placement and observation logs.
14. Segregation services
15. Discharge planning and release medication.

Quality Improvement

Within sixty (60) days of contract start, the Contractor will implement a functional, multidisciplinary, continuous quality improvement program consistent with NCCHC standards for medical and behavioral health care.

This program shall be designed to monitor patient care, prevent illness, and provide guidance in developing strategies to ensure consistent improvement in care provision and overall health management.

1. The program shall include the establishment of a Quality Improvement Committee (QIC).

Membership shall include, at a minimum:

- a. Yavapai County Sheriff's Office Administration
- b. Yavapai Juvenile Justice Administration
- c. Contract operations manager
- d. Health Services Administrator

SCOPE OF WORK

- e. Medical Director
 - f. Director of Nursing
 - g. Dental contractor representative
 - h. Infection coordinator
 - i. Psychiatric Director
 - j. Representatives from other department sections
2. The QIC shall:
 - a. Be responsible for implementing the quality improvement plan and serve as the conduit for all activities.
 - b. Be chaired by the HSA and shall include a multidisciplinary team responsible for assessing health care status, identifying problems, resolving issues, and ensuring quality medical services performance. The QIC chair may appoint subcommittees for focus work.
 - c. Meet at least quarterly and shall record meetings and maintain records of documents or files reviewed.
 - d. Report monthly in person to the Sheriff, designee, and Health Contract Administrator.
 - e. Develop written protocols for regularly providing medical and behavioral health care workshops to clinical and administrative staff.
 3. Reports from the QIC Subcommittee shall include, at a minimum:
 - a. Mortality and morbidity conference
 - b. Infection Control
 - c. Any untoward peer review outcomes
 - d. Incident reports and investigations
 - e. Cost of psychotropic medications
 - f. Cost of all medications
 - g. Cost of MOUD
 - h. Number of sick calls
 - i. Number of off-site medical appointments
 - j. Number of individuals assigned to medical beds on the last day of the month
 - k. Number of individuals in any non-general population housing, the number of days each individual will be in, and the schedule (any type) of reviews (completed and planned) for each individual to be upgraded and released to the general population.
 - l. Reasons for continuing restrictive housing should be documented and re-documented according to the review plan for each type of restriction.
 4. The Contractor shall hold quarterly Quality Management Committee meetings.
 5. The Contractor shall annually assess the quality and adequacy of health and pharmaceutical services and provide the Sheriff's Office Administration and Juvenile Justice Administration with a written report.

Utilization Review

The Contractor will review all cases for appropriateness and only refer patients to offsite specialty care when their needs exceed those of the on-site care.

The Contractor shall ensure utilization management is conducted on all inpatient hospitalizations to ensure hospitalization is no longer necessary. Utilization oversight includes non-urgent hospitalizations, emergency room visits, surgeries, and urgent hospitalizations.

SCOPE OF WORK

The Contractor will ensure that mental health staff are included in utilization management when appropriate.

Grievances

The Contractor will follow all policies, procedures, and timeliness established by the Yavapai County Sheriff's Office and the Yavapai County Juvenile Justice Center regarding grievances and complaints. The Contractor is responsible for ensuring that healthcare-related grievances are resolved promptly. The contractor will generate a monthly report of complaints received and forward this to the Yavapai County Sheriff's Office and the Yavapai County Juvenile Justice Center when applicable.

As the Court dictates, the Contractor may be required to testify in response to requests filed by or on behalf of detainees or concerning writs of habeas corpus.

Discharge Planning

The contractor will provide discharge planning for individuals with serious health needs.

For planned releases,

1. Contractor must make available a five-day supply of medication upon request of the detainee or his/her probation officer, case manager or healthcare provider to allow for continuity of care, unless clinically contraindicated.
2. Refer the individual to a community MOUD program (when applicable).
3. Provide a prescription for opioid reversal medication for individuals identified as having an opioid addiction.
4. Provide on a case-by-case basis additional equipment or supplies on release in the interim while establishing a primary care provider in the community.
5. Arrange or refer to community providers, including local programs/services provided through the Arizona Mental Health Services Act.

For unplanned releases, upon notification of imminent release,

1. Healthcare staff will attempt to make available a five-day supply of current, essential medications, unless clinically contraindicated.
2. The Medical unit will make these medications available to custody staff and place an alert in the detainee's custody file.

Scope of Medical Services

Receiving Screening

Upon entering the Adult Detention Facility, a licensed registered nurse will perform an intake screening on all incoming inmates according to established NCCHC standards before accepting the individual into detention custody. In the event a juvenile requires assessment during non-nursing hours, the Contractor will ensure that nursing staff from the Prescott Jail will provide care.

Receiving screening is a high priority for the District. Sufficient staff must be provided for this function so that the timeliness for completing the screening is complied with. The Contractor must ensure the screening process includes, but is not limited to, the following:

SCOPE OF WORK

1. Observation of behaviors, individuals admitting to accidents or injuries within the past 72 hours, and skin conditions.
2. Current illnesses and past medical and behavioral health problems.
3. Medications taken and special health needs.
4. Psychotropic medications and current or past provider.
5. Those individuals with medical conditions, mental disorders, and dental needs.
 - a. Nurses will receive additional training in mental health and oral assessments.
6. Inmates will be booked and admitted into the Detention Facility 24 hours a day, seven days a week, 365 days a year.
7. Documentation of:
 - a. The nursing disposition is based on clinical history and assessment. This documentation will include, but not be limited to, point-of-care testing, evidence of additional assessment or observations, and consultation with a medical provider.
 - b. The results of pregnancy testing on all females.
 - c. Evidence of mental impairment due to intoxication and the individual's abuse history, including prior withdrawals or seizures.
 - d. Behaviors observed, or information from the arresting agency will include orientation, state of consciousness, mental status, impairment in judgment, and potential suicide risk.
 - e. The individual's history or records from past incarcerations, including medical care, emergency care, past suicidal attempts, or inpatient psychiatric admissions.
 - f. Any skin conditions, including open lesions, draining wounds, healing wounds, and infestations such as scabies or lice.
8. Document the patient's vital signs; depending on the vital signs, additional nursing interventions may be required.
 - a. If it is apparent that the individual requires urgent medical attention, the individual will be immediately referred to an on-site provider or, if unavailable, sent to the emergency room. If the individual requires transport off-site to an emergency room, all information, including the findings, any treatment provided, and any history previously gleaned from the medical record, will be sent to the off-site facility with the inmate.
 - b. If it is apparent that the individual is at risk of self-harm and requires protection from self, the security will determine the most appropriate housing location. The inmate will be placed immediately in a safety cell until assessed by a mental health clinician or a referral has been made to an off-site mental health facility.
 - c. If an inmate is presenting with psychiatric symptomatology (but not at risk for self-harm), the contractor will ensure that a psychiatrist sees the individual within 24 hours.

The Contractor will ensure the facility staff provide emergency care to individuals during intake. This includes, but is not limited to:

1. Physical assessment, resuscitation, starting an IV, administering oxygen, inserting an airway, administering Narcan and/or equivalent or EpiPen, applying AED pads, and providing a report to the paramedics before transferring the individual to an emergency room.

SCOPE OF WORK

2. Individuals returning from the emergency room who were initially deemed unfit for jail will be reassessed, and the medical screening process will continue.

Regardless of the frequency of incarcerations, a full intake assessment will be completed.

Detoxification

If it is determined that the individual presenting to intake has a history of drug and alcohol abuse, a medically approved course of treatment will be initiated. In the event the individual is intoxicated at the time of incarceration, placement in an area such as a sobering or observation cell should occur.

The Contractor will ensure that treatment for individuals withdrawing or pending withdrawal will follow detox clinical pathways.

1. A provider must see all individuals detoxifying as soon as possible, and an individualized treatment plan will be initiated.
 - a. Contractor is encouraged to use Buprenorphine taper for those detoxing from opioids.
2. All individuals detoxifying will be evaluated closely and assessed using the COWS, CIWA-A, and/or CIWA-B assessment tools or current national standards.
3. All individuals detoxifying will be observed and treated promptly.
4. All individuals will be evaluated by the nurse continuously during the detoxification process.
5. Females either admitting or having a positive test for pregnancy and admitting to opioid abuse will be referred to a provider immediately.

Opioid Treatment Program

The Contractor will provide or contract services for a Medication for Opioid Use Disorder (MOUD) program. If a contracted program entity is chosen, it must have experience in substance use disorder treatment and care of this special patient base and be willing to collaborate with community agencies.

Once a program is considered/implemented, the Contractor will:

1. Train and educate staff.
2. Offer induction of individuals new to the program and ongoing individuals having been treated in the community.
3. Ensure screening for substance abuse is completed at intake.
4. Provide early treatment for withdrawal before seeing a provider.
5. Provide timely assessment.
6. Collaborate with the community treatment programs to confirm treatment, link newly induced individuals to a community program, and plan future discharges.
7. Provide a multidisciplinary team of staff that incorporates the ISD, including, but not limited to, a program coordinator, substance abuse counselors, behavioral health staff experienced in substance abuse disorders, transition coordinator/discharge planner, nursing, and medical provider.
8. Provide the maximum benefit of the program with counseling and wrap-around services to the community.

SCOPE OF WORK

9. Manage and monitor medications used in the program.
10. Maintain safeguards for diversion and periodic drug testing.
11. Follow the federal guidelines for opioid treatment programs.
12. Follow the NCCHC standards for OTP.
13. Adjust to changes made to ADA requirements.

Health Assessments

NCCHC Standard Health Assessment (2018) calls for a comprehensive medical history and physical exam within the first fourteen days of an individual's incarceration.

The Contractor will ensure that a licensed physician, mid-level provider, or an appropriately trained registered nurse will complete the health assessment. The health appraisal will include, at a minimum, a health history, follow-up on findings from receiving and recording vital signs and weight, a physical exam based on the patient's risk factors, and screening for tuberculosis.

Non-Emergency Health Requests

The contractor will establish policies and procedures for handling and responding to inmate health requests, including, but not limited to:

1. All individuals, regardless of their housing or classification, can request health services daily.
2. Sick call requests will be available in all housing areas.
3. The tablet or kiosk will be used for healthcare requests in the adult facilities.
4. Healthcare requests in the juvenile facility are handwritten and handled confidentially.
5. All medical, mental health, and dental sick call request forms shall be reviewed and prioritized by a nurse or provider as soon as possible based on the urgency of the need.
6. If the RN or higher doing triage determines that the sick call slip complaint constitutes an emergency, that RN or higher shall immediately notify the appropriate discipline of the nature of the emergency.
7. If the request includes a clinical component, a face-to-face encounter with the inmate/detainee must occur within 24 hours.

Healthcare staff will utilize a documented tracking system for reviewing, prioritizing, and processing inmate/detainee sick call requests.

Co-Pays in the Adult Jails

Contractor shall fully cooperate with and support the Jail District Inmate co-payment system in place.

1. Contractor shall cooperate with the Jail District in collecting co-payments from adult inmates incarcerated in the adult detention facilities by submitting to the Yavapai County Sheriff's Office Detention Services Account Clerk on a daily basis the appropriate charges to be charged to the individual inmate's account. The Account Clerk is the authorized agency staff member to make any and all entries to the inmate's account.
2. Inmates shall be charged a co-payment for each inmate-initiated health care service.
3. Co-payments will automatically be deducted from the inmate's commissary account, if there are funds available.

SCOPE OF WORK

4. No inmate will be denied medical treatment because of ability to pay.
5. Co-payments shall be collected and managed in accordance with A.R.S. §31-161 and Yavapai County Sheriff's Office Policy and Procedure, Inmate Fee for Medical Services.

The co-pay charge will be waived if an individual's spendable funds are below \$10 for thirty days.

Individuals will be charged a \$10 copay for the following.

1. Nurse sick call
2. Provider sick call NP, MD, or Psychiatrist
3. Dental sick call
4. ER visit
5. Per prescription every 30 days

Co-pays will not be charged for

1. Intake medical screening
2. Initial health and mental health evaluations
3. Infirmary care
4. Follow-up care
5. TB skin testing
6. Counseling (unless with a NP, MD, or Psychiatrist)
7. Over the counter medications

Youth detained at the Juvenile Detention Facility will not be charged a co-pay for any healthcare service.

Sick Call

The Contractor will conduct scheduled sick call encounters, including nursing, physicians, psychiatrists, dental, and mid-level providers.

1. An RN completing an RN sick call will operate under a standardized Nursing Protocol.

The Medical Director will establish assessment protocols to facilitate sick calls. The assessment protocols will be appropriate for the nursing staff's skill level.

1. A review of the medical screening that was performed at intake.
2. A dental screening.
3. A physical exam (as indicated by the individual's gender, age, and risk factors).
4. A screening test for TB.
5. Mental health screening and, if needed, a referral to a mental health provider.
6. For females, an inquiry about menstrual cycle, contraceptives, pregnancy history, breast masses, and nipple discharge should also be addressed.

Nursing protocols will be reviewed by the Medical Director once a year as part of the triage system and utilizing the non-emergent request, a nurse will determine whether the individual is initially seen by a nurse or referred directly to a provider.

Emergency Care

SCOPE OF WORK

The Contractor will ensure that the on-site staff immediately responds to the scene and assesses and stabilizes the individual in an emergency. If warranted, the individual may need to be transferred to an emergency room.

If transport to another facility is required, a nurse will provide a verbal report to the paramedics, including the patient's condition, vital signs, orientation, treatment rendered, individual's response to treatment, medical history, and current medications. Copies of the individual's demographics will be sent to the facility with the patient.

Emergency Response

The Medical Contractor will establish policies and procedures to address the health aspects of the emergency response plan and continuity of operations plan. The facility administration or designee will approve related policies and will include:

1. Responsibilities of health staff
2. Pre-determination of the site for care
3. Procedures for calling health staff.
4. Procedures for evacuating patients

The health aspects of the emergency response plan will be tested or drilled as required by the NCCHC (2018). These drills will be observed and critiqued in a written report.

Hospital Care

The Contractor will arrange for acute hospital care when an individual's medical condition warrants a higher level of care.

The Contractor will request a utilization review on all admitted individuals if admissions extend past 48 hours.

The medical director will communicate with the attending physician to ensure that pertinent discharge information is transferred to facility staff and that equipment and medications will be available upon return.

Specialty Medical Care

The Contractor will be responsible for maximizing the use of telemedicine technology to provide timely, responsive care and to minimize transportation and security expenses.

The Contractor will be responsible for maintaining a log documenting telemedicine use.

The Contractor will ensure the delivery of comprehensive medical services, including medical specialty consultations, outpatient treatment, and hospitalization.

The Contractor will provide the Yavapai County Sheriff's Office Administration and Yavapai County Juvenile Justice Administration with a monthly report of specialty referrals. This report should include, but not be limited to:

SCOPE OF WORK

1. Date of referral
2. Type of referral
3. Date of the appointment as it relates to the referral date.
4. Number of referral appointments kept.
5. Number of inmates released from custody before the referral.

Women's Health

The Contractor will provide health services to the female inmate population. If applicable, mandated care will be included in a women's health care policy. The Contractor will follow then-current case law and standards.

Female care will consist of, but not be limited to:

1. Testing and treating for sexually transmitted infections.
2. Annual pap smear testing
3. Community standard prenatal care
4. Counseling
5. Lactation program
6. Post-partum care
7. Identification of high-risk pregnancies
8. Methadone treatment for opioid addiction in pregnancy
9. Mammography dependent on age and risk factors
10. On a case-by-case basis, an individual can request an appointment with a provider, nurse, or MHP to discuss issues concerning contraception and pregnancy.

Infectious Diseases

The Contractor will establish policies and procedures for caring for inmates diagnosed with an infectious disease. The contractor will provide an effective infection control program that includes monitoring and case management of inmates with contagious diseases such as HIV, TB, MRSA, sexually transmitted infections, syphilis, etc. The Infection Control Program will be implemented by federal, state, and county public health mandates, NCCHC standards, and Infectious Disease Prevention and Control. The infection control program shall include, but is not limited to:

1. Standard precautions
2. Hand hygiene
3. A written exposure control plan that is reviewed, revised, and approved by the medical director annually.
4. Immunizations and vaccines
5. Tuberculosis screening
6. Ectoparasite screening at intake
7. Instructions on personal protective equipment
8. Instructions on the disinfection of equipment and surfaces
9. Instrument reprocessing, sterilization, and biological monitoring procedures.
10. Airborne precautions and mask fit testing
11. Contact precautions.

SCOPE OF WORK

12. Ectoparasite control
13. Infectious and communicable disease surveillance and containment
14. Accountability, disposal, and security of sharps
15. Training all staff and inmate/detainee workers in appropriate methods for handling and disposing of biohazardous materials and spills
16. Annual training for all health care staff and inmate workers assigned to janitorial and kitchen duties
17. Instructions on autoclaving, use of spore testing, and maintenance of all sterilizing equipment
18. Daily testing of isolation rooms to ensure the effectiveness of negative pressure ventilation
19. Mandates for reportable diseases
20. Identifying a subcommittee within the Quality Improvement Committee to act as an Infection Control Program member

Chronic Care

1. The Contractor will establish a plan for identifying, treating, and monitoring patients with special health needs, including chronic and convalescent care and pregnancy.
2. Patients identified as high-risk will be seen monthly or sooner if needed.
3. Except for pregnant females, individuals well-controlled may only require follow-up every 60-90 days.
4. The Contractor shall ensure that an inmate on chronic medication experiences no interruption in medication administration due to non-availability due to the failure to order the medication. To prevent interruption, refills shall be processed promptly.
5. The Contractor will ensure that a nurse provides a monthly chart review on all chronic care patients.
6. Contractor shall follow national guidelines for diseases/conditions specific in developing treatment plans.

Scope of Services-Dental Care

The Contractor will ensure that primary dental care will be provided to adult inmates under the direction of a licensed dentist using the dental operatory on-site. Juvenile inmates will be provided dental operatory off-site. All inmates will receive oral screenings within the first 14 days of incarceration. Dental services will be provided following the NCCHC Standards (2018). The individual will receive immediate dental intervention to eliminate pain, swelling, and infection. The dentist shall establish dental priorities according to the severity of the complaint. A dentist will perform an oral exam within one year of admission. The dental clinic will be staffed and operated on a set schedule. Dental staff will be responsible for maintaining a clean environment, cleaning used instruments, packaging, and autoclaving. Dental staff will be CPR certified and knowledgeable of emergency protocols. The Contractor will ensure that dental services will be provided as clinically indicated, including, but not limited to:

1. Charting of decayed, missing, and filled teeth.
2. Documentation of dental history
3. Basic dental services
4. Dental X-rays will be taken for diagnostic and treatment purposes.
5. Oral surgery may be warranted either on-site or off-site.

SCOPE OF WORK

The contractor shall maintain the equipment, pay for supplies, purchase new instruments and equipment, etc.

Scope of Services - Mental Health Care and Treatment

The Contractor will ensure that mental health services will be available to all incarcerated individuals. The contractor will provide psychiatric and psychological services as clinically indicated. The clinical services provided shall be consistent with community standards. Services will be provided by qualified mental health clinicians (QMHC), i.e., psychiatrists, psychologists, psychiatric social workers, psychiatric nurses, and others who, by their education, credentials, and experience, are permitted by law to evaluate and care for the mental health needs of patients. The QMHC's primary responsibility is mental health, including suicidality. Psychiatric nurses will not be assigned routine medical nursing duties.

The Contractor shall utilize a variety of evidence-based treatment modalities. Treatment services may include, but not be limited to:

1. Initial Intake Appraisal
2. Comprehensive evaluation
3. Juvenile-based behavioral health services
4. Crisis intervention
5. Substance abuse
6. Collaboration with court services
7. Collaboration with post-release programs
8. Psychological and neurological testing
9. Trauma-informed correctional care
10. Psychiatric services and pharmaceutical management
11. Screening for intellectual functioning

The Contractor will collaborate with the Inmate Services Division (ISD) regarding ISD screenings, known behavioral health needs and concerns, and release to treatment options. The Contractor will provide a doctoral-level (PhD) licensed psychologist to serve as the Behavior Health Supervisor for the adult and juvenile facilities. The psychologist's responsibilities would include training, working with some of the more challenging mentally ill/suicidal patients, and coordinating mental health correspondence and communication to move patients to a higher level of care when psychiatrically needed.

The Contractor shall collaborate with the community behavioral health provider with whom an inmate has been found to require Court Ordered Treatment through the civil commitment process (ARS 36-540). Collaboration may include medication management, care coordination, and re-entry discharge planning.

The Contractor will provide a lead QMHC for each facility to provide team leadership and report to the Behavior Health Supervisor. The Contractor will designate a QMHC to represent the behavioral health needs of high-acuity patients during weekly Mental Health staffing with the adult detention staff.

Mental Health Evaluations

The mental health evaluation is completed (from 1-14 days) after a nurse completes the intake screening. A mental health assessment is not intended to be for all individuals being booked into jail but for those symptomatic and needing a more in-depth evaluation. This shall be performed no later than 14 days after

SCOPE OF WORK

admission. The evaluation should minimally consist of a structured patient interview with a qualified mental health professional and include:

1. A history of:
 - a. Psychiatric hospitalization and outpatient treatment
 - b. Substance abuse hospitalization
 - c. Withdrawal seizures
 - d. Detoxification and outpatient treatment
 - e. Seizures
 - f. Suicidal behavior
 - g. Violent behavior
 - h. Victimization
 - i. Special education placement
 - j. Cerebral trauma
 - k. Sexual abuse
 - l. Sexual offenses
 - m. A history of traumatic brain injury
2. The status of:
 - a. Psychotropic medications
 - b. Current Suicidal ideation
 - c. Drug and alcohol use
 - d. Drug or alcohol withdrawal or intoxication
 - e. Orientation to person, place, or time
 - f. Emotional response to incarceration
 - g. Screening for intellectual function

The Contractor will ensure that a mental health evaluation and all encounters are documented consistently, standardized, and in the confidential electronic medical record.

The Contractor will provide Emergency psychotropic medications to inmates in need of short-term treatment where the health and welfare of the inmate or others is threatened. For patients refusing medication and exhibiting symptoms of illness requiring care, the mental health staff will coordinate resources in the community, including court-ordered civil commitment when available for incarcerated patients.

Individuals placed on suicide watch by the provider will be seen in person by the provider at least weekly to determine the continual level of heightened prevention measures.

The Contractor shall require QMHC staff to collaborate with security staff regarding significant decisions related to suicidal individuals. This collaboration includes the initial placement of a patient on the watch, discussing daily updates, and providing input regarding housing upon discharge from the watch.

The Contractor will ensure ongoing collaboration between QMHP and security staff for patients, indicating self-harm and suicidal ideations are a continuing process.

SCOPE OF WORK

Restoration to Competency

GENERAL SPECIFICATIONS

The restoration to competency program will be in accordance with A.R.S. §13-4512 et seq.

The Restoration to Competency (RTC) program is intended to enable a defendant to participate adequately in and proceed with a trial. Restoration to Competency has two main functions: 1) to address the underlying mental disorder impinging on the defendant's cognitive functioning and 2) to provide an opportunity for the defendant to acquire an adequate understanding of the legal process. The RTC program addresses both functions simultaneously and integrally, treating the most salient of the defendants' mental health symptoms and increasing the patient's cognitive ability throughout each phase of the treatment process. Proposals should include cost per defendant and a description of pharmaceutical, staffing, and services provided.

The RTC service Contractor will be required to do the following.

1. Operate an adult RTC program in and for Yavapai County Jail District in Yavapai County, Arizona.
2. Provide all services (including psychiatric, individual/group training and treatment, inmate assessments, program administration, and personnel management) in accordance with recognized standards and practices including those established by the National Commission on Correctional Healthcare, the American Public Health Association, the American Correctional Association, 42 U.S.C. 1997 Civil Rights of Institutionalized Persons Act, and all other applicable federal, state and local laws, regulations and guidelines relating to RTC services and programs in detention centers in the State of Arizona.
3. The RTC program shall assess, treat, and train referred inmates to meet the standard for competency under *Dusky v. United States*, 362 US 402 (1960). This standard is two-pronged: The court must be satisfied 1) that the defendant has a sufficient present ability to consult with his lawyer with a reasonable degree of rational understanding and 2) that he has a rational as well as functional understanding of the proceedings against him (*State v. Moody*, 208 Ariz. 424 (Ariz. 2004)).
4. Maintain an open and collaborative relationship with Administration and correctional staff.
5. Provide sufficient health care personnel to ensure the required services are performed according to applicable requirements and guidelines and the specifications detailed herein.

SCOPE OF SERVICES

Program services shall include the following.

1. Provide an RTC program as an adjunct to health care and rehabilitation in the Yavapai County Jail District correctional facilities.
2. Develop comprehensive policies and procedures for operating the RTC program.
3. Provide qualified mental health staff to conduct RTC psychological, educational, and learning assessments, develop individualized restoration plans (IRP), institute individual and group learning and cognitive remediation modules, train and monitor competency development and progress, and test and determine competency.
4. Provide initial and annual training to RTC and appropriate facility staff on the RTC program, policies and procedures, and applicable medical and mental health treatment procedures.

SCOPE OF WORK

5. All services provided shall meet the following criteria.
 - a. Only licensed/properly certified practitioners will provide RTC program services.
 - b. Initial assessments shall be performed upon admission to the program.
 - c. Appropriate psychiatric and medication treatment management will be provided.
 - d. The Contactor shall respond to referrals for RTC program services from the courts within the required time frame.
 - e. The Contactor will develop an IRP that specifies the therapeutic goals and interventions necessary to obtain the goal.
 - f. The Contactor shall ensure the IRP plan is updated as necessary, but at least every phase of the RTC program.
 - g. The Contactor will deliver cognitive remediation training programs, including, but not limited to, social skills building, communication tasks, listening tasks, problem-solving, legal process, courtroom proceedings, courtroom behavior, and competency re-evaluations.
 - h. The Contactor will conduct outcome screening and discharge planning.
 - i. The Contactor will deliver all reports and testing results to the courts and facility as required.

Medical Records and Management

Contactor will satisfy the following records management requirements.

1. Properly manage and maintain on-site medical records according to established guidelines, using standard methodologies of practice and standardized forms, and following all state and federal law.
2. Maintain and provide medical records for each inmate that contains, at a minimum, the following:
 - a. Completed psychological assessment.
 - b. Completed comprehensive RTC appraisal forms.
 - c. Complete mental health diagnosis.
 - d. Physician orders and treatment plans.
 - e. Complete list and descriptions of prescriptions administered.
 - f. Records of specialty consultations.
 - g. Complete summaries for inmates transferred to other facilities or jurisdictions.
 - h. Other written reports containing pertinent information as needed.

Equipment and Supplies

1. The Jail District will provide the following:
 1. Clinic space large enough to accommodate necessary equipment, supplies, and fixtures to permit privacy during clinical encounters.
 2. Adequate office space with administrative files, secure storage of health records, writing desks, and chairs.
 3. Basic telephone service and basic telephone equipment.
 4. Existing medical equipment and supplies that are onsite at each detention facility.
 5. Procurement, repair, and maintenance of all medical equipment.
 6. Supplies such as linens, bedding, and equipment at the sites for the provision of medical, dental, And mental health care services.
2. Provider is responsible for providing and maintaining:
 1. Basic office equipment and supplies (i.e. forms, etc.).
 2. Long distance telephone charges occurred by the Provider's staff.

SCOPE OF WORK

3. Additional supplies necessary to provide health care that is beyond that already provided onsite by the Jail District.

Contactor will be required to provide and maintain all other necessary supplies and equipment.

Pharmacy Services

Contactor will be required to provide the following pharmacy and related services.

1. Psychotropic prescription medications according to an established formulary.
2. Deliver pharmacy services in accordance with all federal, state, and local laws and regulations.
3. Administer medication services seven days a week, twice daily, during all applicable administering times.

Program Administration and Staffing

Contractor shall develop and follow comprehensive written policies, procedures, and protocols that detail the program objectives relating to RTC program services and the necessary steps to achieve them in compliance with the National Commission on Correctional Health Care standards. This includes developing processes and protocols to effectively coordinate and work collaboratively with correctional staff. The County Jail District shall approve all initial and revised policies, procedures, and protocols before implementation.

Contractor shall provide a detailed staffing plan to the Jail District with adequate levels of staff based upon the number of inmates in the RTC program at any time, which includes Psychiatrist(s), Psychologist(s)/Director, master's degree in social work, and Administrative Assistants. The RTC program provides RTC services to up to 20 inmates at any one time. The plan shall include detailed staffing plans for one to four inmates, between five and eight inmates, between nine and twelve inmates, and between thirteen and twenty inmates.

Staffing

The following is a sample staffing plan that generally provides for an adequate level of service.

0-4 Inmates

- 6 hrs./wk. Psychiatrist, plus on-call 24/7
- 20 hrs./wk., or as needed, Licensed Psychologist
- 20 hrs./wk. Licensed Masters Social Worker
- 30 hrs./wk. Administrative Assistant

5-8 Inmates

- 8 hrs./wk. Psychiatrist, plus on-call 24/7
- 20 hrs./wk. or as needed, Licensed Psychologist
- 40 hrs./wk. License Clinical Social Worker (LCSW)
- 35 hrs./wk. Administrative Assistant

SCOPE OF WORK

9-12 Inmates

- 11 hrs./wk. Psychiatrist, plus on-call 24/7
- 20 hrs./wk. or as needed Licensed Psychologist
- 60 hrs./wk. Licensed Clinical Social Worker (LCSW)
- 40 hrs./wk. Administrative Assistant

13-20 Inmates

- 20 hrs./wk. Psychiatrist, plus on-call 24/7
- 40 hrs./wk. or as needed Licensed Psychologist
- 80 hrs./wk. Licensed Clinical Social Worker (LCSW)
- 40 hrs./wk. Administrative Assistant

In addition, the Contractor will provide ongoing comprehensive RTC treatment training and development programs to its staff and correctional staff to meet the applicable requirements of the guidelines in 42 USC 1997 (Civil Rights of Institutionalized Persons Act) and the National Commission on Correctional Health Care.

Pricing for RTC Services

Specified pricing for RTC services should include a Base rate that includes the following:

1. All onsite RTC program services for enrolled inmates.
2. RTC enrolled inmates' pharmaceuticals
3. Program administration.
4. Personnel provision and management.
5. Quality Assurance.
6. Equipment and supplies to administer the RTC program.
7. Travel and expenses incurred by the Contractor to run the RTC program.
8. Twenty business day Superior Court competency ruling period for Jail District RTC Defendants.

General Requirements and Insurance

The Contractor will follow requirements previously stated in this document.

Credentialing

The Contractor will follow requirements previously stated in this document.

Administrative Segregation

Upon notification of an inmate's placement into segregation, the Contractor shall ensure that the individual's medical records shall be evaluated by nursing staff and mental health staff for any medical or

SCOPE OF WORK

mental health need that may require additional accommodation. The Contractor shall have a licensed nurse conduct rounds three times a week in each Special Confinement Area (whether for disciplinary, administrative, or protective). Rounds shall be made during waking hours. The contractor shall also have a qualified mental health clinician conduct rounds at least once a week. Rounds shall be completed during Inmate waking hours and in agreement with Custody's ability to escort the healthcare professional.

Rounds consist of, but are not limited to:

1. Speak with each inmate to determine orientation and health needs.
2. Visual assessment is done to ensure the inmate has no physical issues and to evaluate the cleanliness of the cell.
3. Performing physical assessments when appropriate.
4. Referring to disciplines when appropriate.
5. Documenting encounters and dispositions.

Scope of Additional Services

Laboratory Services

The Contractor shall ensure the availability of laboratory, x-ray, and EKG and will be responsible for all supplies and equipment. Lab testing will be either completed on-site or sent to a reference lab. The contractor shall ensure all staff are trained on testing and have a CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA) waiver for onsite testing. The contractor shall be responsible for all services. Onsite testing will include, but not be limited to, Dipstick UA, Influenza, UPT, hemocult, and glucose.

Phlebotomy Services

The Contractor shall ensure that the nursing staff is trained in blood drawing, specimen preparation, and handling and perform evidentiary phlebotomy services on cooperative suspects within the facility at the request of law enforcement. Needles and syringes used to collect specimens will be counted daily and logged in the sharps log.

Radiological Services

The Contractor shall provide routine radiological services onsite. All studies will be performed by a radiological technician hired by the contractor. The radiological technician(s) will comply with all radiation safety provisions. All radiographs are to be interpreted within 24 hours by a board-certified licensed radiologist. Written results will be received within 48 hours.

The Contractor will ensure that a physician or mid-level practitioner reviews all written radiograph reports during the workday after receiving the written report.

SCOPE OF WORK

The contractor will be responsible for all professional service components, X-ray equipment, materials, dosimeter badges, and maintenance.

Pharmacy Services

Prescription medications according to an established formulary.

Medication Management

The Contractor shall require their staff, including, but not limited to, physicians, psychiatrists, physician assistants, advanced practice RNs, nurse practitioners, clinical nurse specialists, and dentists, to comply with all Department of Public Health and Drug Enforcement Administration (DEA) rules and regulations governing the prescribing and administration of drugs including controlled substances.

The contractor will provide a pharmaceutical program that shall ensure the availability of pharmacy services sufficient to meet the needs of the population, which includes, but is not limited to:

1. Individuals booked into the facility who provide a history of taking medications before booking will be reviewed by a physician and restarted on these medications as medically necessary within twenty-four hours.
 - a. For continuity of care and while awaiting the patient-specific medication, individuals will be bridged using stock medications.
2. Routine/non-emergent medications shall be administered within twenty-four hours of the physician's order.
3. Urgent "STAT" medications will be provided as a physician requires.
4. The contractor will have arrangements with a local pharmacy to act as a backup with a four-hour turnaround if a "STAT" medication is required.
5. On-going medications are administered without gaps across refill and renewal junctures.
6. The contractor will provide a pharmacy consultant for quarterly on-site inspections.

The contractor will provide inspection and pharmacy management services as follows:

1. Inspections for the first year shall be made monthly. The outcomes of the first year of monthly inspections will determine the timeframes for the following years.
2. Inspections shall include all aspects of pharmacy management, from order entry to medication receipt, distribution/administration, dispensing, and documentation.
3. The inspection shall include all areas where prescribed stock or over-the-counter medications are stored.
4. The inspection shall cover storage conditions, security, disposal practices, return of unused medications, and inventory management.
5. The inspection shall cover physical issues such as light ventilation, room temperature, and refrigerator temperature.
6. The pharmacist shall generate a professional report from each inspection, and the contractor shall develop a response with a corrective action plan if any problematic issues are identified.
7. The contractor will have ten days to forward an action plan to the Yavapai County Sheriff's Office Administration and the Yavapai Juvenile Justice Administration. Any problem identified during a monthly inspection must be resolved before the next inspection.

SCOPE OF WORK

Employee Health

The Contractor provides annual TB testing, hepatitis B, and influenza vaccinations (the Jail District will provide the Contractor with the vaccines and serums, as applicable) to the Contractor's health care staff and the Jail District's staff as required by the Jail District. Provide physical and mental health evaluations for potential Jail District recruits.

REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

QUESTIONNAIRE

<u>Questionnaire</u>	<u>Response</u>
Provide a transition timeline	
CorEMR Medical Records System is the software currently used by the District. Describe your previous use and experience with this software.	
Who is the Pharmacy provider	
Will the provider participate in 340b pricing for medications	
Describe your quality assurance plan	
Describe the difference between the adult and juvenile treatment plans for mental health	
Provide your staffing Matrix	
Address staffing shortages	
If needed, provide information on subcontracted services	
Describe how medical grievances will be managed	
Provide plan for offsite medical treatment	
What tele-med programs are available	
What is the proposed strategy for reducing off site costs	
Provide history of the past 10 years legal litigation cases	

REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

REFERENCES

Use this form or include your own reference listing. Offeror may add a project description if desired.

Customer: _____

Contact Person: _____ Title: _____

Phone #: _____ Email: _____

Size of Project: _____ Year(s) Services Provided: _____

Customer: _____

Contact Person: _____ Title: _____

Phone #: _____ Email: _____

Size of Project: _____ Year(s) Services Provided: _____

Customer: _____

Contact Person: _____ Title: _____

Phone #: _____ Email: _____

Size of Project: _____ Year(s) Services Provided: _____

Customer: _____

Contact Person: _____ Title: _____

Phone #: _____ Email: _____

Size of Project: _____ Year(s) Services Provided: _____

Customer: _____

Contact Person: _____ Title: _____

Phone #: _____ Email: _____

Size of Project: _____ Year(s) Services Provided: _____

REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

OFFER

Offeror must complete, sign, and submit this form with the proposal response. An unsigned "Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

COMPANY INFORMATION			
Full Company Legal Name:			
Street Address:			
City, State, Zip:			
Contact Person for Clarifications Related to this Offer:			
E-mail Address:		Phone Number:	
COMPANY TAX INFORMATION			
Arizona Transaction Privilege (Sales) Tax License No.:			
Federal Employer Identification No.:			

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

The Undersigned hereby offers and agrees to furnish the material, service and/or construction in compliance with all terms, conditions, specifications, and amendments in Solicitation No. 25-001-01 including written exceptions, if any. By signing below, Offeror also certifies understanding and compliance with Solicitation No. 25-001-01 including the Special Requirements and Scope of Work. Offeror certifies that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

ACKNOWLEDGEMENT AND ACCEPTANCE

Explanatory Note: The purpose of this form is to confirm Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.

Acknowledgement:

Offeror, by and through the undersigned representative, acknowledges and accepts all terms and conditions of Solicitation No. _____. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications, and warranties set forth in the documents that comprise the Solicitation, including, but not limited to, the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation, Scope of Work, Solicitation Addendums (if any).

I/We have received and considered Solicitation No. 25-001-01, including any Solicitation Addendums through Addendum # _____.

<i>Signature of Authorized Representative of Offeror:</i>		<i>Date:</i>
<i>Printed Name and Title:</i>		
<i>Full Company Legal Name:</i>		
<i>Street Address:</i>	<i>City, State:</i>	<i>Zip:</i>

REQUEST FOR CONFIDENTIALITY OF PROPRIETARY INFORMATION

REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

Explanatory Note: The purpose of this form is to request that District treat as confidential specific information in the Offer that Offeror believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form.

If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality. Offeror acknowledges that District is subject to Arizona Public Records Law found in A.R.S. §§ 39-121 et seq. and any exemptions thereto. It should be noted the law presumes that records held by a public entity are generally considered a public record. Upon receipt of a public records request or other request to release certain information identified by Offeror as Confidential, District shall make an internal determination as to whether Offeror's request for confidentiality is supported by Arizona law. If District determines that certain requested information is not confidential under Arizona Public Records Law, District shall advise Offeror of receipt of the request for the information and allow Offeror ten (10) business days to file for and obtain a protective order from a court prohibiting disclosure of the information. If Offeror fails to request or obtain a protective order in the time indicated, the information shall be disclosed.

Requests to protect pricing information or the entire Offer from disclosure will be denied.

Offeror, by and through the undersigned representative, requests that the specific information, described below **and** identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. Specific pages must be listed. Please note, delineating a document as "confidential" does not guarantee it will be withheld from disclosure wholly or in part.

Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.

1. Description of specific information that is the subject of the request.
2. The reason or reasons why the information should be treated as confidential.

Signature of Authorized Representative of Offeror: _____

Printed Name and Title: _____

Date: _____

Full Company Legal Name

Street Address, City, State, Zip

REQUIRED DOCUMENTS FOR OFFER

Return this Section with your Response

NON-COLLUSION AFFIDAVIT

STATE OF _____)
County of _____) ss.

I, _____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____ of
(Title)

(Company Name)

being first duly sworn upon my oath, deposes and says:

1. I am authorized to sign this affidavit and submit the Offer on behalf of the persons, corporation, or company who makes the accompanying Offer.
2. That such Offer is genuine and not sham or collusive, nor made in the interest of, or on behalf of, any persons not herein named.
3. That Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm, or corporation to refrain from making an offer.
4. That Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

SUBSCRIBED and SWORN to before me this _____ day of _____, 20xx.

Notary Public

My Commission Expires:

OFFEROR CHECKLIST

This checklist is provided as a courtesy for Offeror to be sure Offer includes at least the following contents:

- _____ **Introductory Letter**
- _____ **Table of Contents**
- _____ **Signed Solicitation Addendum(s)** (if applicable)
- _____ **Offeror Background, Experience, and Qualifications**
- _____ **References**
- _____ **Scope of Work and Technical Proposal**, including, but not limited to:
 - _____ Questionnaire Responses
 - _____ Narrative Description
 - _____ List of subcontractors (if none, so specify)
- _____ **Cost/Pricing Proposal**
- _____ **Offer Sheet**
- _____ **Acknowledgement and Acceptance**
- _____ **Request for Confidentiality of Proprietary Information** (if applicable)
- _____ **Non-Collusion Affidavit**

SPECIMEN CONTRACT

Specimen Contract
Not for Execution

YAVAPAI COUNTY JAIL DISTRICT CONTRACT BETWEEN YAVAPAI COUNTY JAIL DISTRICT

AND _____

Contract # _____

This Yavapai County Jail District Contract (hereinafter this "Contract") is entered into by and between Yavapai County Jail District, a political subdivision of the State of Arizona (hereinafter the "District") and _____, a(n) _____ corporation/limited liability company (hereinafter the "Contractor"). District and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on _____, 20xx, the District issued a Request for Proposal, Solicitation No _____ ("RFP" or "Solicitation"); and,

WHEREAS, upon evaluation of the offers as submitted, the District, upon a determination that Contractor is a responsible offeror whose offer conforms to the requirements as set forth in the RFP and is the most advantageous to the District concerning price and conformity to the specifications; and,

WHEREAS, District has authorized an award to Contractor and approved the execution of this Contract; and,

WHEREAS, District and Contractor desire to enter into this Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor, intending to become legally bound, hereto agree as follows:

1. **Term.** This Contract's term shall be effective from _____, 20____ through _____, 20____, unless sooner terminated or further extended pursuant to the provisions of this Contract.

a. **Cancellation for Conflict of Interest.** District may cancel this Contract pursuant to A.R.S. § 38-511 for conflict of interest.

b. **Cancellation for Convenience.** District reserves the right to immediately cancel this Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in the best interests of District. Contractor shall be

SPECIMEN CONTRACT

entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.

- c. Cancellation for Non-performance or Contractor Deficiency.** District reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of this Contract. District may issue a written deficiency notice to Contractor for any material violation of this Contract, including, but not limited to, the following:
- i. Failing to comply with the accepted terms and conditions of this Contract.
 - ii. Providing material that does not meet the specifications of this Contract.
 - iii. Providing work and/or material that was not awarded under this Contract.
 - iv. Failing to adequately perform the services set forth in the scope of work.
 - v. Failing to complete required work or furnish required materials within a reasonable amount of time.
 - vi. Failing to make progress in performance of this Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of this Contract.
 - vii. Performing work or providing services under this Contract prior to receiving a District approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under this Contract shall become the property of District.

- d. Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of this Contract, up to the date of cancellation and as directed in the cancellation notice.
- e. Cancellation for Improper Conduct.** District may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with Federal rules and District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.
- f. Cancellation for Lack of Appropriation.** Every payment obligation under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated or allocated and available for the continuance of this Contract, this Contract may be terminated at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and no party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

SPECIMEN CONTRACT

2. **Contract Award and Contract Documents.** This Contract awards a contract under Solicitation No. _____. Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor's offer are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following contract documents as attached hereto are incorporated herein and made a part of this Contract:
- a. This Contract, and any amendments or modifications to this Contract.
 - b. Solicitation No. _____, attached hereto as Exhibit A; and
 - c. Contractor's Offer, attached hereto as Exhibit B.
3. **Subcontracts and Amendments.**
- a. **Amendments.** This Contract may be modified only through a written amendment. Changes to this Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized District employees or agents or made unilaterally by Contractor are violations of this Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. This Contract may be amended by District at any time to bring this Contract into compliance with applicable local, state, and federal laws and regulations.
 - b. **Subcontracts.** Contractor shall not enter into any Subcontract under this Contract without the advance written approval of Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of this Contract.
 - c. **Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of Solicitation Contact Person.
4. **Contract Order of Precedence.** Exhibit A, Solicitation No. _____, Exhibit B, Contractor's Offer, and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments, interpretations will be based on the following priorities in the following order:
- a. Amendments and/or modifications to this Contract;
 - b. This Contract;
 - c. Exhibit A, Solicitation No25-001-01; and
 - d. Exhibit B, Contractor's Offer.
5. **Basic obligations of the Parties.**

SPECIMEN CONTRACT

- a. District agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. _____ and this Contract in an amount not to exceed _____/100 Dollars (\$_____.) ("Contract Price"). All on going costs and expenses are the sole responsibility of Contractor.
- b. District agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.
- c. Contractor shall provide the services identified in Contractor's Offer.

6. **Notices.** All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to District to:
Yavapai County Jail District Board of Directors
Attn: Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

If to Contractor to:

Attn: _____

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

7. **Dispute Resolution, Governing Law and Venue.**

- a. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Arizona.
- b. **Venue.** The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court.
- c. **Alternative Dispute Resolution.** In the event of any dispute, District and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

8. **Contractual Remedies.** The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be

SPECIMEN CONTRACT

supplemented by this Contract.

- a. **Right to Assurance.** If District in good faith has reason to believe that Contractor does not intend to or is unable to perform or continue performing this Contract, District may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of this Contract. Upon anticipatory breach, District may pursue all remedies, including termination of this Contract. Contractor may also be required to pay to District all or part of the funds that were paid by District to Contractor through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days and Contractor shall be responsible for all collection and litigation costs of District, including attorney fees.
- b. **Stop Work Order.**
 - i. District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. Solicitation Contact Person shall make an equitable adjustment in the delivery schedule or Contract price, or both, and this Contract shall be amended in writing accordingly.
- c. **Nonconforming Tender.** Products and materials supplied under this Contract shall fully comply with this Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with this Contract constitutes a material breach of contract. On delivery of nonconforming materials, District may terminate this Contract or pursue any other right or remedy available to it.
- d. **Right to Offset.** District shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform this Contract.
- e. **Non-exclusive Remedies.** The rights and the remedies of the parties under this Contract are not exclusive.
- f. **Force Majeure.** Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. As used in this Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; earthquakes; fires; floods; wars; civil or military disturbances;

SPECIMEN CONTRACT

acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:

- i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- ii. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in this Contract.
- iii. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract.

9. **Relationship of Parties.** Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees. District shall have no contractual relationship with any subcontractor.

10. **Payment.**

- a. **Contractor Invoice.** Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to Solicitation Contact Person.
- b. **Contractor Payment.** Upon approval, District shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net forty-five (45) days from receipt of Contractor's invoice.
- c. **IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under this Contract.
- d. **Correct Billing.** Contract products/services may not be invoiced greater than the

SPECIMEN CONTRACT

purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

- e. **Progress Payments.** District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with any local governing entity rules, and any and all other applicable rules and regulations.

11. Product Changes.

- a. **Current Products.** Contracts shall be for materials and equipment in current production at the time the Offer is submitted.
- b. **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole and absolute discretion, may approve the request by issuing notice to Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.

12. Risk and Liability

- a. **Risk of Loss.** Contractor shall bear all loss of conforming material covered under this Contract. Mere provision of goods or services does not constitute acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of delivery.
- b. **Indemnification.** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Yavapai County Jail District and the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to

SPECIMEN CONTRACT

any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County Jail District, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County Jail District. If this Contract is subject to the limitations of A.R.S. § 41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by that statute.

This indemnification shall survive the termination of this Contract.

Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

13. Shipping and Delivery.

- a. **Shipping Terms.** Prices shall be F.O.B. Destination to the delivery location(s) designated by The District. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The District will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspections. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
- b. **Shipping Charges.** District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.
- c. **Shipping Errors/Risk of Transportation.** Shipping errors will be at Contractor's expense. All risk of transportation and all related charges shall be Contractor's responsibility.

14. Taxes.

- a. **Payment of Taxes.** District is responsible for payment of all taxes listed on the invoice except as otherwise outlined herein. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.
- b. **Pre-tax Prices.** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.
- c. **Federal Excise Tax.** District is exempt from paying federal excise tax.
- d. **Property Taxes.** District is exempt from property taxes.

SPECIMEN CONTRACT

- e. **State and Local Transaction Privilege (Sales) Taxes.** District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.
 - f. **Tax and Withholding Indemnification.** Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractors. Contractor shall hold District harmless and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.
15. **Time of the Essence.** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the District using an acknowledgment of receipt of order and intent to perform without delay for instruction. The District reserves the right to terminate this contract and to hold Contractor liable for any cost of cover, excess cost(s) or damages(s) incurred as a result of delay.
16. **Warranty and Quality Guarantees.**
- a. **Fitness.** Contractor warrants that all equipment, material, and services supplied to District shall fully conform to all requirements of this Contract and all representations of Contractor, and shall be fit for all purposes and uses required by this Contract.
 - b. **Inspection.** Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.
 - c. **Quality.** Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of this Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:
 - i. Of a quality to pass without objection in the industry or trade normally associated with them;
 - ii. Fit for the intended purposes for which they are used;
 - iii. Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by this Contract;
 - iv. Adequately contained, packaged, and marked as this Contract may require; and
 - v. In conformance with the written promises or affirmations of fact made by Contractor.
 - d. **Compliance with Applicable Laws.** The equipment, materials, and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permits.
 - e. **Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of this

SPECIMEN CONTRACT

Solicitation.

- f. **No Liens.** Contractor warrants that the materials supplied under this Contract are free of liens.

g. **Survival of Rights and Obligations.**

- i. **Contractor's Representations and Warranties.** All representations and warranties made by Contractor under this Contract shall survive the expiration or termination of this Contract.
- ii. Contractor shall, in accordance with all terms and conditions of this Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of this Contract, unless otherwise directed in writing by Solicitation Contact Person.
- iii. The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the District, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the District, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to District's satisfaction within a reasonable period of time, District may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise or reduce or eliminate any legal or equitable remedies.

17. **Third Parties.** Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against District or Contractor. This Contract is not intended to benefit any third party.
18. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.
19. **Assignment.** No Party to this Contract may assign any of its rights or responsibilities under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Contract, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
20. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or

SPECIMEN CONTRACT

breach of the same covenant, term, condition, right, or duty.

21. **Headings and Construction of Contract.** In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
22. **Fair Meaning.** This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
23. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.
24. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If District and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) days of the initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.
25. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
26. **State and Federal Terms.**
 - a. **Immigration Law Compliance.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Contract, and District shall have the right to terminate this Contract for such a breach, in addition to any other applicable remedies. District retains the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
 - b. **Prohibition of Boycott of Israel.** If Contractor engages in for-profit activity and has ten or more employees, and if this Contract has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of

SPECIMEN CONTRACT

this Contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393 et seq. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- c. Certification Pursuant to A.R.S. § 35-394.** Contractor certifies that it does not currently, and agrees for the duration of this Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Contract that Contractor is not in compliance with the written certification, Contractor shall notify District within five business days after becoming aware of the noncompliance. If Contractor does not provide District with a written certification that Contractor has remedied the noncompliance within 180 days after notifying District of the noncompliance, this Contract terminates, except that if this Contract termination date occurs before the end of the remedy period this Contract terminations on this Contract termination date.
 - d. Americans With Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 27. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.
 - 28. Parol Evidence.** This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.
 - 29. Entire Contract.** This Contract and Exhibits A and B contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.
 - 30. Counterparts and Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility

SPECIMEN CONTRACT

of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.

31. Bond Requirements. Bond requirements are as follows:

9.1 Performance Bond. A performance bond on the part of Contractor for 100 percent (100%) of the Contract price. A "performance bond" is one executed in connection with the Contract to secure fulfillment of all Contractor's requirements under the Contract.

9.2 Payment Bond. A payment bond on the part of Contractor for 100 percent (100%) of the Contract price. A "payment bond" is one executed in connection with the Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

32. Insurance. Contractor shall procure and maintain, until all its obligations under this Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have worker's compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or this Contract.

a. Insurance Coverage. Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

i. Commercial General Liability – Occurrence Form.

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	\$4,000,000
Products –Complete Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: "The County of Yavapai and the Yavapai County Jail District shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor."

Commercial General Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and

SPECIMEN CONTRACT

volunteers for losses arising from work performed by or on behalf of Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

ii. Business Automobile Liability.

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall contain, or be endorsed to contain, the County of Yavapai and the Yavapai County Jail District as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or borrowed by Contractor.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

iii. Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and Yavapai County Jail District and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

iv. Medical Malpractice/Professional Liability Insurance

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

SPECIMEN CONTRACT

Sexual Abuse & Molestation (District to be included as additional insured)
Per Occurrence or Claim \$3,000,000

In the event that any professional liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

- i. Contractor's insurance coverage shall be primary insurance and include Contractor's ongoing and completed operations.
- ii. Any insurance carried by the County of Yavapai shall be excess and non-contributory with respect to all other available sources.
- iii. In the event that Contractor maintains insurance coverage with limits higher than the minimum requirements specified in this Contract, the Contractor agrees that such excess insurance coverage shall be available for the benefit of the District and shall apply to any claims, losses, or liabilities arising out of or related to the Contractor's performance under this Contract.

It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor(s).

c. Notice of Cancellation. For each insurance policy required by these insurance provisions, Contractor shall provide to District, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to Solicitation Contact Person.

d. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. District in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish District with certificates of

SPECIMEN CONTRACT

insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- i. All certificates and endorsements are to be received and approved by District before work commences. Each insurance policy required must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
 - ii. All certificates required by this Contract shall have "Yavapai County Jail District and the Count of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers" and 1015 Fair Street, Prescott, AZ 86305 as "Certificate Holder" and be sent directly to Solicitation Contact Person. The Yavapai County Jail District project/contract number and project description shall be noted on the certificate of insurance. District reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
 - f. **Subcontractors.** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. District reserves the right to require, at any time throughout the life of this Contract, proof from Contractor that its subcontractors have the required coverage.
 - g. **Approval and Modifications.** Solicitation Contact Person, in consultation with Yavapai County Jail District Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Any such modification or variation from the insurance requirements in this Contract will not require a formal contract amendment, but may be made by administrative action.
33. **Safety.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state, and local government laws, regulations, and job safety requirements, including the Occupational Safety and Health Act.
34. **Licenses.** Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all laws, ordinances, and regulations pertaining to the lawful provision of services under this Contract. District reserves the right to stop work and/or cancel this Contract of any Contractor who fails to obtain any required permits or regulatory approvals or whose license(s) expire, lapse, are

SPECIMEN CONTRACT

- suspended, or are terminated.
35. **Cooperative Use of this Contract.** Yavapai County Jail District has entered into various cooperative purchasing agreements with other Arizona government entities, including the Strategic Alliance for Volume Expenditures ("SAVE") cooperative. This Contract may be extended for use by other municipalities, counties, school districts, and government agencies in the State of Arizona ("entities"). Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entities. Orders placed or services received by the other entities and payment thereof will be the sole responsibility of that entity. Yavapai County Jail District shall not be responsible for the contract or any disputes arising out of the transactions made by another entity.
36. **Non-Discrimination.** The Contractor shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.
37. **Legal Contract.** This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

SPECIMEN CONTRACT

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

District: Yavapai County Jail District, a political subdivision of the State of Arizona

Date: _____

James Gregory, Chairman
Yavapai County Jail District Board of Directors

ATTEST:

Date: _____

Jayme Rush, Clerk of the Board
Yavapai County Jail District Board of Supervisors

Contractor: _____, _____ corporation/limited liability company

Date: _____

Signature of Authorized Agent

Printed Name and Title

SAMPLE

EXHIBIT A
[Solicitation No. 25-001-01]

**INMATE MEDICAL SERVICES AND RESTORATION TO COMPETENCY
PROGRAM USE AGREEMENT BETWEEN
YAVAPAI COUNTY AND YAVAPAI COUNTY JAIL DISTRICT**

1. Purpose.

The purpose of this Agreement is to facilitate the use of an inmate medical service and restoration to competency program by CONTRACTOR. (“Services”) that contracted with, and is operated and used by Yavapai County JAIL DISTRICT (“District”), who shall permit Yavapai County (“County”) to use such products and/or services and reimburse the Yavapai County Jail District for the proportional use of the same. This Agreement is subject to the terms and conditions of the Agreement Between Yavapai County Jail District and CONTRACTOR dated DATE.

2. Duration.

This Agreement shall be effective from , _____ , 2025, and shall continue for the duration that services and supplies are received, through the term of the original aforementioned original Agreement (and any extensions to the same) between Yavapai County Jail District and CONTRACTOR., not to exceed five (5) years from the effective date of this Agreement.

3. Agreement Interpretation.

- 3.1 Arizona Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Arizona, without reference to any State’s principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Arizona. Any changes in the governing laws, rules, or regulations that do not materially affect the parties’ obligations under this Agreement will apply but do not require any amendment to this Agreement.
- 3.2 Implied Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 3.3 Severability. If any provision(s) of this Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect.
- 3.4 No Parol Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.5 No Waiver. No action or failure to act by the parties constitutes a waiver of any right

or duty under this Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of this Agreement, unless the waiving party memorializes the waiver or approval in writing and sign it.

- 3.6 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.
- 3.7 Neutral Interpretation. The parties acknowledge and agree that this Agreement shall not be construed for or against a party because part or all of it was drafted by a party or a party's attorney.

4. Standard Terms.

- 4.1 Compliance with Law. The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including but not limited to environmental laws.
- 4.2 Inspection and Testing. The parties agree to permit access, at reasonable times, to their facilities.
- 4.3 Immigration Law Compliance. Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Agreement, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 4.4 Conflict of Interest. This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.
- 4.5 Waiver of Jury Trial. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
- 4.6 Prohibition of Assignment of Rights and Responsibilities. Neither party to this Agreement may assign its rights or responsibilities under this Agreement without the written consent of the other party. Neither party may subcontract for the performance of any responsibilities under this Agreement without the written consent of the other party.
- 4.7 Execution in Parts. This Agreement may be executed in two or more counterparts. Each counterpart will be deemed an original, and all counterparts shall form a single instrument.
- 4.8 Appropriation of Funds. The Parties recognize and acknowledge that both are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of the parties' obligations under this Agreement, then one party shall notify the other Party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either Party. If a Party's

allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.

5. Third Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against County or District. This Agreement is not intended to benefit any third party.

6. Indemnification and Hold Harmless Provisions.

Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnatee”), its officials, officers, agents and employees, for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage to the extent that such claims are caused by negligence, gross negligence or willful misconduct of the indemnitor while performing its duties under this Agreement, except to the extent the claim arises from the indemnatee’s negligence or willful misconduct. This general indemnity is conditioned upon: (a) The indemnatee promptly notifying the indemnitor in writing of the claim; (b) The indemnitor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) The indemnatee cooperating with the indemnitor and, if requested by the indemnitor, providing reasonable assistance in the defense of the claim. The agreement to indemnify, defend, and hold harmless shall survive the termination of this Agreement.

7. Termination.

Either party may terminate this Agreement with thirty (30) days written notice. Any termination of this Agreement shall not relieve either party of responsibility for costs incurred prior to the effective date of the termination.

8. Scope of Use of Services.

County may use the services for all functions related to County’s statutorily-authorized operations, including but not limited to subscription, services, training, and supplies, , among others as outlined in the specific contract entered into between Yavapai County Jail District and CONTRACTOR., on or about _____, 2025. County shall be required to adhere to the duties and obligations of the District as outlined in the aforementioned contract(s).

9. Reimbursement.

County shall reimburse District for all expenses related to the use of the outlined services. subject to adjustment based upon need.

10. Limitation of Liability

CONTRACTOR.'s limitation of liability shall be governed by Section 10 of the _____, 2025, Agreement.

Approval

By its' signature below, CONTRACTOR, approves the ability of both parties named herein to enter into this Agreement and the terms and conditions set forth herein.

APPROVALS

County

District

James Gregory, Chairman
Yavapai County Board of Supervisors

Date

James Gregory, Chairman
Yavapai County Jail District Board of Directors

Date

ATTESTS:

ATTESTS:

Jayne Rush, Clerk of the Board
Yavapai County Board of Supervisors

Date

Jayne Rush, Clerk of the Board
Yavapai County Jail District Board of Directors

Date

EXHIBITS

CONTRACTOR

Date

TITLE