



COUNTY OF MOHAVE

NOTICE OF REQUEST FOR PROPOSALS

RFP No. 23P02

INDIGENT DEFENSE SERVICES DEPARTMENT

TITLE 36 MANAGED CARE, PRE-PETITION SCREENING, AND

EVALUATION SERVICES

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT WEB SITE AT: <http://procurementbids.mohave.gov>

INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Proposals must be submitted in a sealed envelope. The Request for Proposals number, bidder's name, and address shall be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than October 14, 2022. Questions must be addressed to the Procurement Officer listed below.

PROPOSAL DUE DATE:
PROPOSAL LOCATION:

October 25, 2022 AT 2:00 PM, LOCAL AZ TIME
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86402

PRE-PROPOSAL WEB CONFERENCE DATE:
TIME:

October 12, 2022
10:00 AM, LOCAL AZ TIME
Microsoft Teams meeting
Join **on your computer, mobile app or room device**
[Click here to join the meeting](#)
Meeting ID: 257 262 988 103
Passcode: i9QvJq
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 623-473-7231,,238350931#](#) United States, Phoenix
Phone Conference ID: 238 350 931#

QUESTIONS SHALL BE DIRECTED TO:

Michelle Fink, CPPB
Procurement Supervisor
(928) 753-0752, Extension 3
finkmi@mohave.gov
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East | P.O. Box 7000
Kingman, Arizona 86402-7000

September 23 and 30, 2022

Publish Date(s)

ISSUE DATE: September 23, 2022

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SCOPE OF SERVICES

1. INTENT AND OVERVIEW:

- 1.1. It is the intent of Mohave County, herein referred to as "County" to establish a contract for the provision of managed care, pre-petition screening, and evaluation services pursuant to A.R.S. 36-545.06 and A.R.S. Title 36, Chapter 5.
- 1.2. Pursuant to A.R.S. §36-545.06, the County is obligated, in certain circumstances, to make available and pay for mental health screenings and evaluations for commitment of proposed patients who reside in Mohave County and those who were found in Mohave County prior to hospitalization.
- 1.3. County has the authority to contract with a Provider/s for the provision of mental health services pursuant to A.R.S. § 11-251 and 36-545.04-36-545.07.

2. SCOPE OF SERVICES:

- 2.1. The Contractor shall provide managed care solutions for the provision of prepetition screenings and court-ordered evaluations of patients under the provisions of A.R.S. Title 36, Chapter 5.
- 2.2. The Contractor shall provide managed care of Title 36 pre-petition screening and evaluation services for and on behalf of the County pursuant to, in accordance with, and governed by Title 36, Chapter 5, of the Arizona Revised Statutes and any additional current and future applicable statutes, rules, and regulations. In providing such services, the Contractor or their subcontractor will provide screening and evaluation services pursuant to A.R.S Title 36, Chapter 5. Mental health evaluation services provided by the Contractor do not include independent evaluators as that term is defined in A.R.S. §36-501(19). Contractor or their provider designee shall be responsible, at their sole expense, to retain legal counsel for any and all legal or procedural advice. The role of the Mohave County Attorney's Office is specified by A.R.S. §36-503.01 and shall cease upon Court Ordered Treatment.
- 2.3. To the extent obligated by law, the County shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for attorneys for the prosecution, and the court appointed defense attorneys. Nothing in the resulting Contract shall prohibit, preclude, or prevent the County from seeking, pursuing and obtaining reimbursement from other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process.
- 2.4. **MANAGED CARE:** Provider agrees to provide managed care solution, including, but not limited to: all screening and evaluation services mandated by A.R.S 36-545.06, coordination of inpatient placement including overflow inpatient facility placement if necessary, and monthly invoicing to the County. Contractor agrees to review and audit claims for accuracy and potential third-party payers prior to submitting monthly invoices to the County. Provider will charge an Administrative Fee inclusive of all Managed Care services. The Administrative Fee will be a percentage of the total claim submitted to the County for services actually provided, in which the County is statutorily obligated to pay.
- 2.5. **PRE-PETITION SCREENING and EVALUATION:** Either directly or through qualified subcontractors, the Contractor shall provide Title 36 pre-petition screening and evaluation services. These services shall be provided for and on behalf of the County pursuant to, in accordance with, and governed by

Title 36, Chapter 5, of the Arizona Revised Statutes and any additional current and future applicable statutes, rules, and regulations. Contractor acknowledges that at times, pre-petition screening and evaluation services shall be provided to various persons residing or found in Mohave County including, but not limited to: juveniles, inmates housed in the Mohave County Adult Detention Center, transients found in Mohave County. If necessary, Contractor shall have discretion to select and contract with any qualified behavioral health and other providers necessary to perform the services under this RFP, so long as the providers are located within Mohave County. If a provider and/or service are located outside of the County, the County will be provided 30 days notice prior to such a change occurring. Mental health screening and evaluation services provided by the Contractor do not include independent evaluators as that term is defined in A.R.S. §36-501(19). Contractor shall be responsible, at their sole expense, to retain legal counsel for any and all legal or procedural advice. The role of the Mohave County Attorney's Office is specified by A.R.S. §36-503.01 and shall cease upon Court Ordered Treatment.

- 2.6. **TELEMEDICINE / TELEPSYCHIATRY:** The utilization of telemedicine / telepsychiatry to improve access and coordination with behavioral health providers is encouraged. Technology has advanced in recent years to allow for affordable secure Web-based tele-evaluation, consultation, and in some cases psychotherapy. The added physician availability may enhance access and the quality of behavioral health services. Therefore, the evaluation requirements may include remote observations by interactive audiovisual media conditioned upon meeting all other evaluation requirements in A.R.S. 36-501(12). Therefore, the evaluation may include remote observations by interactive audiovisual media conditioned upon meeting all other evaluation requirements in A.R.S. 36-501(12).
- 2.7. **FINANCIAL OBLIGATION:** The Contractor is responsible for all pre-petition screening, evaluation services and associated court testimony for commitment action brought under Title 36. Additionally, Contractor is responsible for any on-site technological equipment required for Contractor or their subcontractor(s) to participate in any virtual court testimony or hearings..
- 2.8. **NOTIFICATION:** In the event that a Patient under Court Order for Evaluation (PCOE) or treatment absents him/herself from an evaluation agency or a mental health treatment agency without authorization, the Contractor shall follow procedures in accordance with A.R.S. 36-544 including the immediate notification to local law enforcement and the Mohave County Attorney's Office.

3. FUNDING AND PAYMENT SPECIFICATIONS: The following specifications shall apply to all invoiced amounts submitted to the County by the Contractor for Title 36 services provided under the Contract:

- 3.1. On the first day of each quarter, or a date agreed upon by both parties, COUNTY agrees to initiate a quarterly payment of \$250,000.00, which will be applied toward the amount reported under section 3.2 and 3.3. Contract shall screen each patient for Title XIX eligibility status and for other third party payer coverage. The COUNTY and Contractor acknowledge that the COUNTY is the payer of last resort. COUNTY is only obligated to pay for the initial 72 hours of services (minus weekends or holidays) provided to Title XIX patients.
- 3.2. Provider shall submit monthly expenditure report to the COUNTY, within 30 days of the end of each month for all services provided under this Agreement. The expenditure report shall include the actual services provided, the format of which shall be agreed upon by the COUNTY and Contractor.
- 3.3. The Contractor shall be reimbursed according to the service rates listed in the Price Proposal, Section 1, which identifies the Contractor Services Delivery Codes. All prices and/or reimbursements amounts shall remain in effect unless changed via amendment in accordance with

the Special Terms and Conditions, Provision 4, Pricing Adjustments. Contractor shall apply their Managed Care Solution/Administrative Fee percentage, listed in Price Proposal, Section 2, to the total monthly claim submitted to the COUNTY. Contractor acknowledges and agrees to apply all appropriate billing practices for mental health services to each monthly claim, including Title XIX applicability to daily inpatient rates exceeding 72 hours.

- 3.4. Provider shall submit an annual reconciliation of the funds provided in 3.1 60 (sixty) days following the end of quarter 4. Any amount remaining unspent by the end of the Agreement shall be returned to the County within 60 days or credited towards a future quarterly payment, identification of which quarter will be agreed upon by COUNTY and Contractor.
- 3.5. In the event that the the Contractor anticipates the COUNTY'S quarterly allocations identified in 3.1 to be insufficient for the remainder of the term of this agreement, Contractor shall notify the COUNTY immediately. Any expenditures reported for services provided in excess of the COUNTY payments shall be reimbursed to Contractor within 90 days, upon reconciliation of funds provided in 3.1 to services provided in 3.2 and 3.3.
- 3.6. It is understood that the County is not responsible for the payment of hospital costs for a medical emergency necessitating patient transfer to a medical facility incurred by the patient before, during, or after screening and evaluation services are provided to the patient
- 3.7. The Contractor will use reasonable efforts to ensure patients are screened and enrolled for Title XIX, or Arizona Health Care Cost Containment System ("AHCCCS"), by assisting patients with the application process at the earliest practicable opportunity upon referral.
- 3.8. For all patients with Title XIX or AHCCCS applications pending, pursuant to paragraph 3 above, the Contractor shall report to the County on a quarterly basis providing an update on each patient's eligibility status if AHCCCS funds for services were received, and credit owed to the County as a result of an AHCCCS payment. Contractor shall provide the County with a refund or credit for any AHCCCS reimbursed service previously paid by the County within sixty (60) days of the Contractor's receipt.
- 3.9. The Contractor shall seek reimbursement from any additional payer source, including AHCCCS, when applicable, prior to submitting claims to the County. Payment received from additional payer sources will be deducted from the total amount owed by the County. Third-Party payments that are received after a monthly claim has been submitted to the COUNTY shall be accounted for as an addendum to the quarterly reporting requirement of 3.7.

4. LEGAL AND REGULATORY COMPLIANCE: The Contractor, or its subcontractors, shall maintain compliance with all Federal, State and Local legal requirements pertaining to its operations for the provision and billing of Title 36 services specified herein. Failure of the Contractor to meet its obligations for legal and regulatory compliance throughout the term of Contract, including the appropriate and correct billing to County for services provided in accordance with the Contract, will result in the County taking appropriate legal and reporting actions to the following entities:

- 4.1. **Arizona Health Care Cost Containment System (AHCCCS)** – a State agency, as described in A.R.S. Title 36, Chapter 29, composed of the Administration, Contractors and other arrangements through which health care services are provided.

4.2. **The Regional Behavioral Health Authority (RBHA)** designated by the State of Arizona for Mohave County, AZ.

5. **CONTRACT MONITORING:** The County will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The County and/or its grantor agencies may schedule on-site visits for contract compliance monitoring at any time during the Contractor's normal business hours. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this contract.

6. **TRANSITION PLAN:** If a transition of services is required, Mohave County will determine the period of time required to seamlessly transition service responsibility from one entity to another. During this period, the new Contractor shall work closely with Mohave County personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities at **no cost** to the County. An authorized representative from Mohave County shall coordinate all transition activities. A transition plan will be developed with the new Contractor to implement the transfer of duties.

All records, electronic or otherwise, shall be preserved and provided to Mohave County or the new Contractor at no cost in a format/medium approved by and within the timeframe established by Mohave County for any future transition of services.

7. **AUDIT REQUIREMENTS:**

7.1. **Adequacy of Records:** If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients, the Contractor shall reimburse the County for services not adequately supported and documented.

7.2. **Audit Disallowances:**

7.2.1. Contractor shall, upon written notice thereof, reimburse the County for any payments made under this Contract, which are disallowed by a Federal, State or Mohave County audit in the amount of the disallowance, as well as associated attorney fees, which Mohave County incurs to pursue legal action relating to such a disallowance. Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

7.2.2. If, at any time, it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Mohave County.

INSTRUCTIONS TO OFFERORS

1. **NON-MANDATORY PRE-PROPOSAL CONFERENCE:** The date and time of a prospective pre-proposal web conference are indicated on the cover page of this document. The purpose of the Pre-Proposal Conference is to clarify the contents of this RFP in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this RFP, any apparent omission, or any discrepancy should be presented to the County at this Conference. The County will then determine the appropriate action necessary, if any, and issue a written solicitation amendment. Oral statements or instructions will not constitute an amendment to this RFP. No minutes or recording will be taken at the Pre-Proposal Conference.
2. **PROPOSAL FORMAT:** One paper original, three paper copies, and one electronic copy (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
3. **PREPARATION OF PROPOSAL:**
 - 3.1. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered.
 - 3.2. The Offer and Acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
 - 3.3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 - 3.4. In case of an error in the extension of prices in the proposal, the unit price shall govern when applicable.
 - 3.5. Periods of time, stated in number of days, shall be in calendar days.
 - 3.6. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
4. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Offerors must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.
5. **WHERE TO SUBMIT PROPOSALS:** The offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE, AND TIME OF PROPOSAL OPENING shall be written on the envelope.

6. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
7. **INQUIRIES:** Any question related to a Request for Proposal shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page, and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment will be binding.
8. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.
9. **CONTRACT NEGOTIATIONS:** The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest-ranked Offeror without the need to repeat the formal solicitation process.
10. **AWARD OF CONTRACT:**
 - 10.1. Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:
 - 10.1.1. Waive any immaterial defect or informality; or
 - 10.1.2. Reject any or all proposals, or portions thereof; or
 - 10.1.3. Reissue the Request for Proposal.
 - 10.2. A response to an RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the RFP, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.
11. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations, and other factors affecting performance of work. It shall carefully review the requirements of the RFP and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFP. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract.
12. **LATE PROPOSALS:** Late proposals will not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged

to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals will be rejected and returned to the Offeror regardless of reason for being late.

13. **WITHDRAWAL OF PROPOSAL:** At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals shall not be considered.
14. **SOLICITATION AMENDMENTS:** The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document by the specified due time and date. Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.
15. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
16. **SUBCONTRACTORS:** Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.
17. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
18. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to an RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed exception/s and any proposed substitute language and clearly describe how the County will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's RFP will prevail.
19. **PROPOSAL RESULTS:** Proposal results are not provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.
20. **VENDOR APPLICATION:** Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded from the Procurement Department website at: procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

21. EVALUATION SCORING CRITERIA

- 21.1. Evaluation of each offer received under this RFP that is determined to be responsive to the proposal requirements, shall be based upon the following scoring criteria listed in their relative order of importance:
 - 21.1.1. Overview of the Organization (35 Points)
 - 21.1.2. Subcontracting (35 Points)
 - 21.1.3. Organizational Chart (20 Points)
 - 21.1.4. Price (10 Points)
 - 21.1.5. Total Points Available - 100 Points
- 21.2. The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Mohave County’s Procurement Policy and all other applicable state and federal regulations.
- 21.3. The Evaluation Committee may select a proposal based on the initial information received without modification; however, the committee reserves the right to request additional data, conduct oral interviews and negotiations, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to the Mohave County Board of Supervisors.
- 21.4. Offerors will also be evaluated on their demonstrated ability to provide services for the targeted population as described in this RFP.
- 21.5. Offers may be rejected if it is determined to be in the best interest of the County.

22. AWARD PROCESS

- 22.1. Each Offeror will be notified in writing of the award determination. Formal notification of award and the execution of a contract are subject to approval by the Mohave County Board of Supervisors.

23. REQUIRED CONTENT AND ORGANIZATION

- 23.1. The Offer shall clearly demonstrate the Offeror’s ability to provide the services as described in the Scope of Work. A responsive offer must comply with the format and content requirements of the RFP.
- 23.2. Required submission documents should be included as an attachment and organized as follows:

Proposal Content: Title Page	Form 1 – Title Page
Table of Contents	Required with page numbers included.
Overview of the Organization	The Offeror is to describe their qualifications, experience and skills to provide the requested services in this RFP. Those services include pre-petition screening and evaluation services, managed care solutions, coordination of care for patients with mental health issues, and/or any combination of the above. The proposal should include two sections—one addressing managed care solutions and another addressing delivery of services for pre-petition screening and evaluation pursuant to A.R.S Title 36.
Subcontracting	If subcontractors are to be used, provide a description of the model or method proposed in which the Offeror intends to subcontract services to qualified contractors.

Organizational Chart	Offeror is to provide an organization chart of the Offeror's organization. The Chart must include current and proposed positions that would be involved to perform the services outlined in this RFP.
Price	Completed–Price Proposal

23.3. Proposal Format Requirements:

Font	12 Point – Times New Roman or Arial
Pages	Single-Sided
Margins	One (1) Inch – This applies to ALL margins.
Spacing	Double-Spaced
Footer	The name of the organization submitting the proposal and the page number on each page.

24. EVALUATION CRITERIA

24.1. Overview of the Organization (35 Points):

- 24.1.1. Contractor's experience in the management of mental health care including all federal, state, and local licenses and permits required for the operation of business. Corporate experience (not individual) must be demonstrated which meets RFP qualifications for any points to be awarded.
- 24.1.2. Contractor's experience in providing general mental health care services.
- 24.1.3. Contractor's experience in providing managed care solutions and/or organizational management.
- 24.1.4. Contractor's experience in providing pre-petition screening and evaluation services.

24.2. Subcontracting (35 Points):

- 24.2.1. Contractor's understanding of the project's requirements, including the potential need to subcontract to qualified providers for services.
- 24.2.2. Contractor's identification of services to be subcontracted, if any.
- 24.2.3. Contractor's should describe their method of securing services to be provided by any potential subcontractors.
- 24.2.4. Contractor should describe any alternate or contingency methods for continuing to provide services provided by subcontractors who may experience a disruption in service.
- 24.2.5. Contractor's ability to clearly describe how the proposed program will meet the qualifications required as well as project objectives.

24.3. Organizational Chart (20 Points):

- 24.3.1. Contractor shall present their organizational chart of personnel (by position title) to deliver the services outlined in this RFP. Organizational charts should identify which positions are internal to Contractor and which positions may be subcontracted pursuant to 24.2.
- 24.3.2. Ability to start-up and manage the proposed program. Contractor must prove its ability to start-up the program in the required time frame as outlined within the solicitation. Contractor must demonstrate its specific organization's staff proposed program. Contractor shall identify vacant positions contained in the organization chart required by section 24.3., which would be critical to provide services outlined in this RFP. If a critical position is vacant, please describe any alternative methods to provide services performed required by this RFP.

24.4. Price (10 Points): Completed Price Proposal

24.4.1. All proposals will be rated from the common reference point of a total dollar figure for delivery of services provided in the Price Proposal, Section 1.

24.4.2. All proposals will be rated from the common reference point of the percentage listed to provide Managed Care Solutions (Administrative Fee) in the Price Proposal, Section 2.

24.5. General

24.5.1. Shortlist: The County reserves the right to shortlist the offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.

24.5.2. Interviews: The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

24.5.3. Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

24.5.4. Prior Experience: Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

24.5.5. Multiple Awards: To provide adequate contract coverage, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**Mohave County and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor.**" Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of Mohave County, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **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

The policy shall be endorsed to include the following additional insured language: "**Mohave County and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor.**" Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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

Policy shall contain a severability of interest provision.

3. 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 Mohave County, and its officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- | | |
|--------------------|-------------|
| • Each Claim | \$1,000,000 |
| • Annual Aggregate | \$2,000,000 |

In the event that the professional liability insurance required by this Contract 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 two (2) 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 of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- On insurance policies where the County of Mohave is named as an additional insured, the County of Mohave shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given

to the County. Such notice shall be sent directly to (County of Mohave Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

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 B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract 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.

All certificates required by this Contract shall be sent directly to (County Department Representative's Name and Address). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Mohave County Risk Management approved 09/22/2022BS

2. **CONTRACT TYPE, TERM AND RENEWAL:**

A. **Contract Type:** All costs will be firm, fixed to include all incidental and associated costs necessary to provide all specified services herein.

B. **Contract Term and Renewal:** The term of the Contract shall commence on **January 1, 2023** or upon award, whichever is later, and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Mohave County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the County exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. **PRICING ADJUSTMENTS:**

A. The County will review **fully documented** requests for rate adjustments after services have been successfully provided for a one (1) year period. Rate adjustments **will only be considered at the time of contract renewal** and will be a factor in the renewal review process. Contractor shall furnish

written price adjustment figures, keyed to industry and changes, at least ninety (90) days prior to the contract expiration date to substantiate any claim for increase. County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will become effective upon approval by the County's Board of Supervisors on the effective date of the contract renewal and shall remain in effect during the renewal period. **If the parties to the contract cannot agree on renewal terms, it is hereby understood that the County shall re-solicit the Contract.**

B. Beginning with the first one-year renewal option, and each subsequent renewal term thereafter, the following documentation shall be supplied by Contractor for all rate adjustment requests:

- The Consumer Price Index (CPI) from the Bureau of Labor Statistics, specifically for the Western Region, Phoenix-Mesa, Arizona for the most recent 12-month data series available. Go to: <http://www.bls.gov/cpi/>;
- **Please Note:** Should the specified CPI Index as well as significant industry changes occur wherein price adjustments support a rate decrease, as supported and substantiated by County's documentation, County reserves the right to request and negotiate a rate decrease.

4. **SOLICITATION AMENDMENTS:** Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

5. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

6. **KEY PERSONNEL:** It is essential that Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor must agree to assign specific individuals to the key positions. Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without ten (10) days prior written notice to the County. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.

7. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to this RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute

language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his/her designee, the contract provisions contained in the RFP shall prevail.

8. **CERTIFICATES AND LICENSES:** The successful offeror shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.
9. **QUALITY OF WORK:** Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Contractor shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions.
10. **NEW PRODUCTS OR SERVICES:** Mohave County may, at its sole discretion, allow new products or services, or an expansion of existing services identified by the Contractor or Mohave County to be incorporated. The request may be submitted at any time during the Contract period. The requested products or services must conform to the standards and Scope of Work in this Contract.
11. **CONTRACT CLOSE OUT:** At the sole discretion of the County, upon contract termination, Contractor shall continue providing contractual and statutory services at the regular monthly fee for service, on a month-to-month basis, until a new Contractor is obtained.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN SOLICITATIONS:

- A.** Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
- B.** Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
- C.** May: Indicates something that is not mandatory but permissible.
- D.** For purposes of this solicitation, the following definitions apply:
 - 1.** Contractor, Company or Firm – Used interchangeably in referring to the organization offering materials or services to the County.
 - 2.** Contract - The legal agreement executed between the County and the Contractor.
 - 3.** County – Mohave County, Arizona, 86401.
 - 4.** County Project Manager, County Contract Manager, or County Contract Administrator - The County employee specifically designated by the County Engineer as responsible for monitoring and overseeing the Contractor's performance under this Contract.
 - 5.** Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed in a Solicitation.
 - 6.** Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - 7.** Offer or Response – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals, or Request for Qualifications, respectively.
 - 8.** Offeror – The party making an Offer to Mohave County in response to a Solicitation. This term may refer to a Bidder responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
 - 9.** Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
 - 10.** Solicitation – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.

- 2. ACCEPTANCE:** The Contractor acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, will not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the County. Nonconforming material per the specifications of this Contract will be held at the Contractor's risk and may be returned to the Contractor. If nonconforming material is returned, the Contractor bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Contractor bears responsibility for all costs associated with providing the service. Noncompliance is subject to STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."

3. **ADDITIONAL COMPENSATION:** The Contractor must submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Contractor of any work for which additional compensation will be requested.
 - A. Without the prior written approval of the proposed work and the fee therefor, the County will not consider payment of any sums other than those already set forth under this Contract.
4. **ADVERTISING:** Contractor must not advertise or publish information concerning this Contract without prior written consent of the County.
5. **AMERICANS WITH DISABILITIES ACT:** The Contractor must comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
6. **APPLICABLE LAW:** This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona.
7. **ARBITRATION:** It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
8. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Contractor will be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The County will not unreasonably withhold approval of assignment and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
9. **BUSINESS LICENSES AND PERMITS:** The Contractor must maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
10. **CERTIFICATION:** By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:
 - A. The submission of the Offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
 - C. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The Contractor submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
 - E. The Contractor certifies that, to the best knowledge and belief of the Contractor, the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.
11. **CONFIDENTIALITY OF RECORDS:** The Contractor must establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract will be used by or

disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. The Contractor also agrees that any information pertaining to individual persons must not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

- 12. CONTINUITY:** The Contractor must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files, and records must be retained by the Contractor for five (5) years after the termination of this Contract.
- 13. CONTRACT:** The Contract will be based upon the Solicitation issued by the County, the Offer submitted by the Contractor in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the County and the Contractor relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 14. CONTRACT AMENDMENTS:** This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.
- 15. COST OF PROPOSAL PREPARATION:** The County will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 16. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** The Contractor must deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, will constitute breach of the Contract as a whole. Noncompliance is subject to STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."
- 17. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract will become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County must not be used or released by the Contractor or any other person except with prior written permission from the County.
- 18. FORCE MAJEURE:** Except for payment of sums due, neither party is liable to the other nor 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. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - A.** If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of

completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

- 19. GRATUITIES:** The County may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County. In the event this Contract is canceled by the County pursuant to this provision, the County is entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 20. INDEMNIFICATION:** To the extent allowed by law, Contractor shall indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes 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 any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Mohave County Risk Management approved 09/22/2022 BS

- 21. INDEPENDENT CONSULTANT:** Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- A.** The Contractor is not entitled to compensation in the form of salaries, paid vacation, or sick days by the County. Such days do not accumulate for the Contractor's use at a later date.
 - B.** The County will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 22. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 23. ISRAEL BOYCOTT CERTIFICATION:** In accordance with A.R.S. § 35-393.01, "the Company certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in a boycott of Israel." Violation of this certification by the Contractor may result in action by the County up to and including termination of this Agreement.

- 24. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- 25. LEGAL REMEDIES:** All claims and controversies regarding this Contract are subject to the Mohave County Procurement Code and any applicable Arizona Revised Statutes.
- 26. LICENSES:** The Contractor must maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 27. LIENS:** All materials, services, and other deliverables supplied to the County under this Contract must be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor must provide a formal release of all liens.
- 28. MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17, a firm or individual is not permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.
- 29. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of Mohave County. The County reserves the right to obtain like goods or services from another source when necessary.
- 30. PATENT INFRINGEMENT:** The County will advise the Contractor of any impending patent suit and provide all information available. The Contractor must defend any suit or proceeding brought against the County based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor must pay all damages and costs awarded therein, excluding incidental and consequential damages, against the County. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor must, at its own expense and at its option, provide for the County either the right to continue using said equipment or part, replacement non-infringing equipment, or modification to the infringing equipment that renders it non-infringing.
- 31. PAYMENT:** When submitting an invoice for payment, the Contractor must include the applicable Purchase Order number on the invoice. No invoice may be submitted until the Contractor has supplied the materials or services covered by the relevant purchase order. If the Contractor is unable to fulfill the entire scope of a purchase order, the Contractor may submit an invoice for the portion of the materials or services supplied during a given billing period. Once the backordered or incomplete portion of a purchase order's scope is shipped or completed, the Contractor may send a new invoice for the remainder to be paid. The Contractor must submit invoices within 30 days of the date of delivery or completion, whichever is later.
- A.** The County will make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correctly and adequately formatted and documented invoice.
- 32. PROJECT COMPLIANCE:** It is the Contractor's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.
- 33. PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor must replace or repair the damage at no expense to the County, in coordination with County staff and as approved by the Procurement Director. If the Contractor fails to or refuses to make such repair or replacement, the Contractor is liable for the cost thereof, which may be deducted from the contract price.

- 34. PROTEST PROCEDURE:** Should an Offeror believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
- A.** A protest must be submitted in writing and will be filed with the Procurement Director. A protest of a Solicitation must be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest must include:
1. The name, address, and telephone number of the protestor;
 2. The signature of the protestor or its representative;
 3. Identification of the solicitation number;
 4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- 35. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract must forthwith be physically amended to make such insertion or correction.
- 36. PUBLIC HEARINGS:** The Contractor must, upon request, attend any public hearing on matters related to the scope of services set forth in this Contract.
- 37. PUBLIC RECORD:** All Offers submitted in response to this Solicitation become the property of the County and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the County.
- 38. RECORDS:** Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Contractor or any and all of Contractor's subcontractors. Said audit will be limited to this Contract and its scope of services.
- 39. RELATIONSHIP OF PARTIES:** It is clearly understood that each party acts in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 40. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
- 41. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 42. RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any

right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.

- 43. SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the County to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 44. SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials. Noncompliance will be subject to **STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."**
- 45. SUBCONTRACTS:** No subcontract will be entered into by the Contractor with any other party to furnish any of the materials or services specified herein without the advance written approval of the County's Procurement Director. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are employed. The County will not unreasonably withhold approval and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 46. SUBSEQUENT EMPLOYMENT:** The County may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation takes effect when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.
- 47. SUSPENSION OF WORK:** The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.
- A.** The Contractor agrees that no charges or claims for damages will be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, will not be construed as a waiver by the County of any of the rights herein.
- 48. TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this Contract may be terminated at any time by mutual written consent. The County may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Contractor. If this Contract is terminated, the County will be liable only for payment under the payment provisions of this Contract for services rendered and materials accepted by the County before the effective date of termination, unless the subject items are nonconforming. If the materials or services for which the County would otherwise be liable to pay are nonconforming, **STANDARD TERMS AND CONDITIONS, "ACCEPTANCE"** governs.
- A.** The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Contractor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Contractor must:
1. Immediately discontinue all services affected (unless the notice directs otherwise), and
 2. Deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

- B. If the termination is for the convenience of the County, the County will make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.
 - C. If the termination is for failure of the Contractor to fulfill the Contract obligations, the County may complete the work by contract or otherwise, and the Contractor is liable for any additional cost incurred by the County.
 - D. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the County.
 - E. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.
 - F. Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County will notify Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty will accrue to the County in the event this provision is exercised, and the County will not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
- 49. TIME RECORDS:** The Contractor must maintain complete, current and daily records covering all hours actually worked on this project by each employee. The County reserves the right to audit and examine such records at any time during the progress of this Contract. The County may withhold payment if such documentation is found by the County to be incomplete or erroneous.
- 50. TITLE AND RISK OF LOSS:** The title and risk of loss of material or services will not pass to the County until the County actually receives the material or services at the point of delivery, unless otherwise provided within this Contract.
- 51. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified, and any inspection incidental thereto by the County, does not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

FORM 1 – TITLE PAGE / ATTESTATION

Please complete all information requested herein

Organization / Agency / Company Name: _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Telephone (include Area Code): _____

Contact Email Address: _____

Mailing Address: _____

Street Address if different from Mailing Address: _____

Organization / Agency / Company Website: _____

ATTESTATION OF REQUIRED EXPERIENCE AND EXPERTISE AS LISTED IN THE SOLICITATION:

1. The organization been in business as a Mental Health Provider for no less than 3 years?
 Yes

2. The organization, or it's subcontractors, has performed pre-petition screening and evaluation services for no less than 3 years?
 Yes

3. The organization has provided basic mental healthservices, coordination or care, managed care or any combination of the three for no less than 3 years?
 Yes

4. The organization holds all required State and/or Federal licenses required to operate.
 Yes

PRICE PROPOSAL

Section 1

Please identify the proposed rate for services listed below. If any services provided are not listed below in Chart 1, please include those services and rates in Chart 2.

Chart 1

Service	Rate
Comprehensive Nursing Assessment	
Psychiatric Diagnostic Evaluation	
Psychiatric Diagnostic Evaluation with Medical Services	
Psychiatric Stay Room & Board	
Telemed Psychiatric Diagnostic Evaluation with Medical Services	
Telemed Subsequent Hospital Care	
Crisis Intervention Mental Health Services, Per Hour, Up To 5 Hours	
Crisis Intervention Mental Health Services, Per Diem (more than 5 Hours)	

Chart 2

Additional Services Not Listed Above (Optional)

Service	Rate

Section 2

Administrative Fee
Provider proposes to charge an Administrative Fee of ___% based on the monthly total of actual services provided listed in Section 1.

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business (reference "Instructions to Offerors").

_____ Yes _____ No

If "YES", please provide the current Mohave County employee and position (include additional pages if necessary)

CONTACT:

FOR CLARIFICATION OF THIS OFFER:

Signature of Person Legally Authorized to Sign on Behalf of Company

Name (First, Middle Initial, Last)

Printed Name and Title

Printed Name and Title

Company Address

Direct Telephone (Including Area Code)

City / State / Zip Code

Mobile Telephone (Including Area Code)

Telephone Number (Including Area Code)

Email Address

Email Address

Company Web Address

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Contractor is now bound to provide the materials and/or services specified in RFP# 23P02, including all terms, conditions, specifications, amendments, etc., and Contractor's Offer as accepted by Mohave County.

Contractor has been cautioned not to commence any billable work or to provide any material and/or service under this contract until Contractor receives this signed sheet, or a written notice to proceed.

Awarded this _____ day of _____, 2022

RONALD GOULD, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS