

## EIGHTH JUDICIAL DISTRICT COURT (EJDC)



### REQUEST FOR PROPOSAL RFP NO. 606620-23

### MENTAL HEALTH COURT PROGRAM-CASE MANAGEMENT

The RFP package is available as follows:

- Internet – Visit the Nevada Gov eMarketplace website at [www.ngemnv.com](http://www.ngemnv.com) Document No. 606620-23 in the list of current solicitations.

A Pre-Proposal Conference will be held on **MONDAY, MAY 8, 2023** at **10:00 AM**, via WebEx. The information below is also listed under the activities tab in the NGEM System.

Join by Phone: **1-408-418-9388**

Meeting number (access code): **2499 477 3677**

Meeting password: **MhbDCc6X3e3**

Meeting link:

<https://clarkcountycourts.webex.com/clarkcountycourts/j.php?MTID=mdfc911c504a205f4d33b32eb5b1f4722>

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PUBLISHED:  
Las Vegas Review Journal  
May 1, 2023

**EIGHTH JUDICIAL DISTRICT COURT (EJDC)  
PROFESSIONAL SERVICES  
ON-LINE RFP SUBMITTAL CHECK LIST (NGEM)**

This check list is provided for your reference and use only. This check list should not be submitted with your RFP. Omission of, or failure to submit the correct required documents may be cause for rejection.

**ALL PROPONENTS: Requirements Before RFP Opens:**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Examine and understand the RFP Documents and the site(s) / location(s) for the proposed work to be performed or services to be provided. |
| <input type="checkbox"/> | Submit questions to obtain complete understanding of Scope of Work (If applicable).  |
| <input type="checkbox"/> | Complete and prepare all required documents, questionnaires, resumes, if required.   |

**ALL PROPONENTS: Documents Due with RFP:**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Proponents RFP Proposal scan into the correct Response Attachment link online in NGEM.  |
| <input type="checkbox"/> | ALL PROPONENTS ARE SOLELY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE SCANNED AND ATTACHED INTO THE CORRECT LINKS IN NGEM. |

**AWARDED PROPONENT(S): Documents Due After Recommendation of Award:**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | All Required Insurances, if required, due ten (10) calendar days upon request.        |
| <input type="checkbox"/> | All Other Documentation as deemed required by EJDC Purchasing and Contracts Division. |

**\*\*\*ALL PROPONENTS ARE SOLELY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND SUBMITTED. \*\*\***

**GENERAL CONDITIONS**

**RFP NO. 606620-23**

**MENTAL HEALTH COURT PROGRAM – CASE MANAGEMENT**

**1. TERMS**

The term "EJDC," as used throughout this document will mean the Eighth Judicial District Court. The term "EC" as used throughout this document will mean the Executive Committee which is the Governing Body of Eighth Judicial District Court. The term "CEO" as used throughout this document will mean the EJDC Court Executive Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal. The term "NGEM" as used throughout this document will mean the Nevada Government e-Marketplace. The Nevada Government e-Marketplace System is an electronic bidding system that is used by EJDC for the submission of electronic proposals. There is no cost for any PROPOSER to use the NGEM system. All PROPOSERS that choose to respond to a proposal must do so electronically, through the NGEM system and must register prior to gaining access to see the details of any solicitation or to submit a proposal online.

**2. INTENT**

EJDC is soliciting proposals for Mental Health Court Program – Case Management. The intent of this formal Request for Proposal is to receive responses from qualified respondents for awards exempt from competitive solicitation.

**SCOPE OF WORK**

**A. Background**

The Eighth Judicial District Court Specialty Court's programs seeks to build safer communities by using a team approach to give justice-involved individuals, with serious mental illness and co-occurring disorders, the tools to stop criminal behavior and increase their overall wellness and stability. Specialty court participants are responsible for using their individual treatment plans to work on their wellness and stability. These treatment plans focus on reducing risk factors, improving positive thinking, and participating in therapy for mental health and substance use. These goals are achieved through regular court hearings and meetings with treatment team members, which include court personnel, Parole and Probation, case managers, and therapeutic providers. An essential component of these programs is engaging specialized service providers capable of working with this population to help participants address both mental health and substance abuse needs to work towards increasing overall wellness and stability.

**B. Responsibilities of Provider – Case Management**

1. Case management services involve the following activities to assist the eligible recipient in obtaining needed services:
  - a. Assessment and periodic reassessment of individual needs, to determine the need for any medical, educational, social or other services. The assessment activities include the following:
    - (1) Taking client history.
    - (2) Identifying the needs of the individual and completing related documentation.
    - (3) Gathering information from other sources, such as family members, medical providers, social workers, and educators (if necessary) to form a complete assessment of the eligible recipient.
  - b. Development (and periodic revision) of a specific care plan based on the information collected through the assessment, that includes the following:
    - (4) Specifies the goals and actions to address the medical, social, educational, and other services needed by the eligible recipient.
    - (5) Includes activities such as ensuring the active participation of the eligible recipient and working with the recipient (or the individual's authorized health care decision maker) and others to develop those goals.
    - (6) Identifies a course of action to respond to the assessed needs of the eligible recipient.
  - c. Referral and related activities (such as scheduling appointments for the recipient) to help the eligible individual obtain needed services, including activities that help link the individual with medical, social, and educational providers or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the care plan.

- d. Monitoring and follow-up; activities include activities and contacts that are necessary to ensure that the care plan is effectively implemented and adequately address the needs of the eligible individual and may be with the individual, family members, service provider or other entities or individuals. The monitoring should be conducted as frequently as necessary, and include at least one annual monitoring, to help determine whether the following conditions are met:
  - 1) Services are being furnished in accordance with the individual's care plan.
  - 2) Services in the care plan are adequate.
  - 3) If there are changes in the needs or status of the eligible recipient. Monitoring and follow-up activities include making necessary adjustments in the care plan and service arrangements with providers. Monitoring may involve either face-to-face or telephone contact.

2. Evidence Based Practices

EJDC requires contractors to use evidence-based treatment approaches. Evidence based practices includes treatment strategies and interventions for which observable, objective data exist demonstrating positive effects. Using evidence-based treatment means using interventions that have been shown to work. EJDC contracted providers are expected to utilize data about an individual's progress along with the best available information about "what works" in planning and revising treatment. The data (or evidence-bases) showing the positive effects of mental health and/or substance abuse treatment practices can take one of four major forms, listed below in order of their relative strength. Information about the evidence base for various practices should be utilized throughout the course of treatment to make clinical decisions. Higher priority should be given to more reliable or stronger forms of evidence in making treatment decisions. Clinically-driven and outcomes-driven treatment is individualized, person-centered and responsive to specific participant's needs and progress toward recovery. This is a departure from focusing on "placement" in a program, often with a fixed length of stay, and a move toward more individually determined care. Furthermore, it is a move toward the client's response to treatment, lengths of stay that are individualized and based on the severity of a client's illness, level of functioning at treatment entry, and response to treatment, progress and outcomes.

- 3. Staff Participation - PROVIDER shall provide staff approved by the EJDC to attend Specialty Court hearings and pre-court meetings as required by EJDC.

**C. Treatment Requirements**

- 1. **RATIOS:** PROVIDER shall maintain a 25:1 participant to case manager ratio for case management services.
- 2. **SESSIONS:** All interactions with clients shall be billed in quarter-hour increments.
- 3. **TREATMENT:** EJDC and PROVIDER hereby agree that the following requirements are the minimum required under the terms of this contract. Changes to these requirements may be altered in writing by mutual agreement of EJDC and PROVIDER.
  - a. Within 14 days of admission/release from custody:
    - 1) Re-establish Medicaid and SNAP benefits.
    - 2) Enroll client in MHC treatment through MHC provider.
    - 3) Schedule initial psychiatric appointment.
    - 4) Assess client's housing needs and connect to housing services. Clients will utilize their income, with PROVIDER as payee, to offset living costs of the program. Living costs include housing, utility expenses, food costs, transportation costs, phone costs, and personal needs expenses.
  - b. Within 30 days of admission/release from custody:
    - 1) Apply for all identification documents (ID, SS card, birth certificate).
    - 2) Apply for SSI benefits/re-establish benefits if applicable.
    - 3) Set up an appointment with Clark County Social Services to establish client on the permanent housing list.
  - c. Ongoing:
    - 1) Schedule and attend med clinic appointments with psychiatrist.
    - 2) Assist client to schedule and maintain medical appointments (minimum annual medical, vision and dental appointments).

- 3) Coordinate with housing provider to ensure client is taking medications and following house and program rules.
  - 4) Complete weekly check-ins, during which time, the case manager is responsible for speaking with client and having a conversation about client's needs, program requirements, any issues that have arisen and any upcoming program changes.
    - During phases 1 and 2, clients should meet with case manager in-person on a weekly basis.
    - During phase 3, clients should meet with case manager in-person on a bi-weekly basis. Phone calls are sufficient for check-ins during the weeks that are not in-person.
    - During phase 4, clients should meet with case manager in-person on a monthly basis. Phone calls are sufficient for check-ins during the weeks that are not in-person.
    - During phase 5, clients may complete all check-ins via phone.
  - 5) Ongoing referrals for life skills needs, as well as treatment needs (including job skill development referrals).
  - 6) Maintain consistent communication with Parole & Probation and EJDC Coordinator via email and Drug Court Case Management System (DCCM).
  - 7) Monthly monitoring of each client's progress on phase ups throughout the program and submission of phase up packets when appropriate based on phase benchmarks.
  - 8) DCCM updates prior to court appearances with comprehensive updates since last appearance, including upcoming med clinic dates, recent medication changes, treatment attendance, behavioral issues, and fees/fines payments need to be completed 72 hours before court.
  - 9) Follow-up on a monthly basis for SSI/SSDI applications, inform court of all determination-related outcomes.
- d. Prior to graduation client should have the following in place:
- 1) All ID documents at least 6 months prior to graduation.
  - 2) Income.
  - 3) Housing and have been living in that residence for at least 90 days prior to discharge.
  - 4) Discharge psychiatric plan, including next appointment day and time and name and contact information for new case manager (if continuing in services).
4. **Service Period:** PROVIDER is required to provide services a minimum of six (6) days per week. Hours of operation will be scheduled to provide reasonable access to services for program clients; reasonable access of services will be defined as the hours of operation will accommodate a minimum of 90% of the participants. Scheduled treatment services may be provided within the five weekdays, but one weekend day will be made available for any missed groups, individual sessions, or mandatory activities.
5. **Client Records:** PROVIDER shall maintain detailed individual client records documenting intake assessments, notes, completion/dismissal details, the treatment goals and progress each program participant makes towards successfully completing his/her treatment plan. The PROVIDER will maintain the records for seven (7) years after the client exits services.
6. **Case Record Documentation:** A case record documentation shall be maintained for each recipient and shall contain the following items:
- a. The name of the individual receiving services, the dates of case management services, the name of the provider agency and person chosen by the recipient to provide services.
  - b. The nature, content and units of case management services received. Units, for documentation purposes, are further defined as actual case management activities performed.
  - c. Document date, time, number of units and activities completed.
  - d. Whether the goals specified in the care plan have been achieved.
  - e. If an individual declines services listed in the care plan, this must be documented in the

individual's case record.

- f. Timelines for providing services and reassessment.
- g. The need for and occurrences of coordination with case managers of other programs.

**D. Administrative Requirements**

1. **DCCM:** PROVIDER shall enter and maintain the DCCM data for all participants, including but not limited to all drug testing results, missed/no show drug testing, participation in counseling sessions, missed/no show counseling sessions, and any other treatment information relevant to the participants' compliance or non-compliance with the specialty courts program requirements. All required information must be entered into DCCM within 24 hours of services provided to participant.
  - a. PROVIDER must notify EJDC when a DCCM user from their agency no longer requires access to DCCM, therefore allowing EJDC to close out the account.
  - b. PROVIDER will enter and maintain data related to housing changes or moves, behavioral issues or concerns, hospitalizations, and any other updates pertaining to the participant.
  - c. PROVIDER will provide and maintain updates related to services provided to the participant, including but not limited to ID Cards, birth certificates, social security cards, social service referrals, insurance information, educational referrals, job development referrals, employment gained, SSDI referrals, SSDI obtained, and if transitioned to self-funded housing.
2. **Referrals:** PROVIDER shall, when appropriate, provide referrals to program participants for other identified services intended to enhance the participants' success that are beyond the scope of services provided under this Contract. PROVIDER and EJDC shall not be liable for payment for such services.
3. **Staff Training:** PROVIDER must require participation of its counseling staff in the advanced training of pharmacology, ethics and confidentiality, working with the severely mentally ill, co-occurring population, working with justice involved participants, DSM-V, trauma-informed care, cultural diversity, and advanced group counseling. Additional training may be required at the discretion of Mental Health Court.
4. **Background Check:** PROVIDER must require a state and federal background check for all counseling staff and any staff that may have direct contact with the participants.
5. **Court Coordinator Meetings:** PROVIDER shall participate in a weekly meeting or as needed with the Court Coordinator and all involved staff to discuss participant progress and Program issues. PROVIDER hereby understands that information discussed in the meeting will cover any and all issues including, but not limited to mental health issues and impressions.
6. **Supervisor:** PROVIDER shall identify a case management supervisor who will be primarily responsible for coordination and communication with the EJDC Coordinator assigned to the program.
7. **Communication:** PROVIDER shall direct all communication regarding participants' program status to EJDC.
8. **Program Compliance Status:** PROVIDER understands that decisions regarding program status and compliance are the responsibility of the EJDC Coordinator / EJDC.
9. **Changes:** EJDC may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current budgeted appropriations for the service shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROVIDER for the adjustment under this clause must be asserted in writing within (thirty) 30 calendar days from the date of receipt by the PROVIDER of notification of change unless EJDC grants a further period of time before the date of final payment under this Contract.

No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of EJDC.

**E. Compensation – Collection of Fees**

1. **Insurance Reimbursement:** PROVIDER shall seek reimbursement for all services rendered pursuant to this contract, to the extent possible, either through each participant's Medicaid coverage and/or private insurance coverage before seeking reimbursement from EJDC.
2. **Insurance Documentation:** PROVIDER must provide documentation demonstrating that EJDC is the payer of last resort. PROVIDER must submit all prior authorization requests (PARs), approvals and denials to EJDC.
3. **Insurance Paneling:** Provider will actively pursue becoming paneled with insurance companies that they are not currently paneled with. PROVIDER will keep EJDC updated as to which insurance companies they are paneled with at all times and notify EJDC of any changes.
4. **Service Fees:** In the event services are not reimbursable through Medicaid, other insurance, or alternative funding available to the PROVIDER, EJDC shall pay PROVIDER for services up to the following:

\$23.00 per quarter hour of case management

5. **Additional Fees and Services:** PROVIDER may seek reimbursement for costs for the following, with prior EJDC approval, and the materials are to be used exclusively for the Specialty Court program participants, not to exceed the listed amount:

\$ 250/month	Client/Program Supplies
\$ 25/hour	Required meetings/Court Staffing/Court
\$ 2,500/year	Training/Travel
\$ 680/month	Client Rent and Utilities
\$ 400/month	Client Personal Needs and Food
\$ 18.86/hour	Supportive Services for clients

6. **Reporting:** PROVIDER shall agree that any non-compliance with treatment, changes in participant's condition, or non-payment of fees must be immediately reported to EJDC.
7. **Invoicing:** PROVIDER agrees to provide a monthly invoice detailing the first name and last initial of each participant, reimbursed amounts, and unpaid balance due from EJDC. The PROVIDER's invoice shall be provided no later than the 5<sup>th</sup> day of the month following receipt of services. In addition, the PROVIDER shall provide a quarterly and annual report detailing the name of each participant, allowable charges, sliding fee arrangement charges, amount collected by agency from participant, and amount billed to EJDC.

**F. Information System and Audit**

1. **Audits and Reviews:** PROVIDER will cooperate with EJDC or its designees in any reviews, audits, data collection, or studies conducted for or on the specialty court program, and shall provide such financial and program data as may be required.
2. **DCCM:** PROVIDER will utilize the DCCM System for purposes specified in this Contract, as well as any other information relevant to a participant's involvement in the specialty court program, as requested by EJDC. PROVIDER agrees to utilize such a system(s) only for the purposes specified in this Contract. PROVIDER further understands that all data and/or information in the DCCM System is the sole and exclusive property of EJDC and must be surrendered to EJDC at the expiration or termination of this Contract or upon demand by EJDC.
3. **Licensing:** PROVIDER will utilize staff in the performance of this Contract that are licensed or certified as required by Nevada statutes, rules, or regulations.

**G. Confidentiality**

1. **Client Confidentiality:** PROVIDER will abide by federal and state laws regarding client confidentiality and shall not, under any circumstances, disclose any case information to any person who is not authorized by EJDC to receive case information, including the person tested.
2. **Property Rights:** Any books, reports, studies, photographs, negatives, data, drawings, physical documents or electronic documents, prepared by or supplied to PROVIDER in the performance of her/his

obligations under this Agreement shall be the exclusive property of EJDC and such materials shall be remitted and delivered to EJDC upon completion, termination or cancellation of this Agreement if requested by EJDC. The PROVIDER shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of obligations under this Contract without prior written consent from EJDC.

3. **Scope of Confidentiality:** In the performance of services under this Contract, the PROVIDER may become aware of information which is private or confidential to the students, the participant's families, EJDC, and/or its judges and employees, or Clark County and/or its Commissioners and employees. The PROVIDER agrees to keep all such information confidential and use such information only in performance of this Agreement. This provision shall not be construed to interfere with any obligations imposed on the PROVIDER, pursuant to NRS 432B.220, to report the known or suspected abuse or neglect of a child.

#### **H. Quality Assurance**

PROVIDER agrees to document *via* email, when necessary, pertinent conditions or issues that arise in the normal course of program activity that may adversely impact outcomes. The protocol will be as follows:

1. EJDC Coordinator / PROVIDER will identify an issue.
2. EJDC Coordinator will collaborate with PROVIDER to resolve the issue and will schedule a resolution meeting, if needed.
3. If PROVIDER and EJDC Coordinator cannot resolve the issue, the matter will be presented to the presiding judicial officer for resolution. Both PROVIDER and EJDC Coordinator agree to comply with the judicial officer's decision.
4. PROVIDER agrees to cooperate with EJDC in any reviews, audits, clinical observations, data collection, or studies conducted for or on the Mental Health Court Program.

##### **a. Statistical Reports**

The PROVIDER is required to provide EJDC with bi-annual written statistical reports for the programs for the specialty courts. These statistical reports are due to EJDC by the close of business (COB) on June 1<sup>st</sup> and January 2<sup>nd</sup> each year throughout the life of this contract. The bi-annual reports must provide a written overview of the respective programs, statistical data on (1) the number of participants, (including the ethnicity, age and family composition of participants), (2) program participation (including prior substance abuse/mental health program participation/completion, programs clients have been assigned to participate in, their rates of participation and successful completion), (3) school attendance and/or workforce training rates, (4) program graduation rates (including time in program and phase completion), and (5) recidivism rates (defined as EJDC involvement before, during and after (up to 36 months of program completion).

#### **I. Personnel Issues**

1. **Background Checks:** The PROVIDER will conduct background checks on each of PROVIDER's employees, volunteers, externs, etc., regardless of whether that person has direct contact with any youth. Background checks must be performed prior to the person associating with the PROVIDER and at least every five (5) years after the initial background check is complete.
  - a. **Background Check Maintenance:** The PROVIDER will maintain the results of all background checks performed on its employees, volunteers, externs, etc. for five (5) years after that person is no longer associated with the PROVIDER. The PROVIDER will allow EJDC to review/audit the PROVIDER'S compliance with background checks and client record retention.

#### **3. DESIGNATED CONTACTS**

EJDC'S representative, pertaining to the RFP and selection process, will be Stacey Terry, Purchasing Administrator, Eighth Judicial District Court, Purchasing and Contracts Division, telephone number 702-671-0822, [TerrySt@ClarkCountyCourts.us](mailto:TerrySt@ClarkCountyCourts.us)

EJDC'S representative, pertaining to questions concerning the scope of work of this RFP, will be DeNeese Parker, Assistant Court Administrator – Specialty Courts Division, telephone number 702-455-1676, [parkerd@ClarkCountyCourts.us](mailto:parkerd@ClarkCountyCourts.us)



**4. CONTACT WITH EJDC DURING RFP PROCESS**

Communication between a PROPOSER and a member of the Executive Committee (EC) or between a PROPOSER and a non-designated EJDC contact regarding the selection of a proponent or award of this Contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the Contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

**5. METHOD OF EVALUATION AND AWARD**

Since the service requested in this RFP is considered to be an exception from competitive solicitation, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115. Revised 2019.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING ADMINISTRATOR OR DESIGNEE. The finalists may be requested to provide EJDC a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. EJDC reserves the right to award the Contract based on objective and/or subjective evaluation criteria. This Contract will be awarded on the basis of which proposal EJDC deems best suited to fulfill the requirements of the RFP. EJDC also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services and/or equipment will be negotiated with the PROPOSER(S) selected.

**6. SUBMITTAL REQUIREMENTS**

**Electronic Proposals through NGEM System.**

**A. Prepare your submission materials.** The RFP has several required documents that must be uploaded into the NGEM System. Please review the requested information. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested information will include:

Name	Type	# Files	Requirement	Instructions
Statement of Confidentiality	File Type: PDF (.pdf)	Multiple	Required	
Organizational Information	File Type: PDF (.pdf)	Multiple	Required	
Experience and Staff Qualifications	File Type: PDF (.pdf)	Multiple	Required	
Description of Proposed Project and Work Plan	File Type: PDF (.pdf)	Multiple	Optional	
Project Readiness	File Type: PDF (.pdf)	Multiple	Required	
Project Compensation / Fees	File Type: PDF (.pdf)	Multiple	Required	
Compliance with EJDC's Standard Contract	File Type: PDF (.pdf)	Multiple	Required	
Disclosure of Ownership	File Type: PDF (.pdf)	Multiple	Required	

- B. **Upload your proposal** in the NGEM system at: <https://nevada.ionwave.net> and you have registered as a supplier. Your submission must be uploaded, submitted, and finalized prior to the Closing Time noted above. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.
- C. **Important Notes.** Each item of requested information will only be visible to evaluators after the Closing Time. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements:
- D. **Need Help?** EJDC uses the NGEM system for accepting and evaluating proposals digitally. Please contact NGEM at [Support@ionwave.net](mailto:Support@ionwave.net) for technical questions related to your submission. For additional assistance such as creating new user accounts, etc., you may contact [purchasing\\_help\\_desk@lvvwd.com](mailto:purchasing_help_desk@lvvwd.com) or call 702-258-3200.

**7. WITHDRAWAL OF PROPOSAL**

PROPOSER(S) may withdraw a proposal submitted on the NGEM System by logging onto the NGEM System and retracting the proposal.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

**8. REJECTION OF PROPOSAL**

EJDC reserves the right to reject any and all proposals received by reason of this request.

**9. PROPOSAL COSTS**

There shall be no obligation for EJDC to compensate PROPOSER(S) for any costs of responding to this RFP.

**10. ALTERNATE PROPOSALS**

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

**11. ADDENDA AND INTERPRETATIONS**

If it becomes necessary to revise any part of the RFP, a written addendum will be issued by County. EJDC is not bound by any oral representations, clarifications, or changes made to specifications by EJDC'S employees, unless such clarification or change is provided to PROPOSERS in written or electronic addendum form from the Purchasing Administrator.

**12. PUBLIC RECORDS**

In compliance with the Eighth Judicial District Court's Policy on Public Access to Administrative Records, Administrative Order 19-06, administrative records of the EJDC are open to the public and are subject to inspection, except those records that are enumerated under Section III of the EJDC Policy. Additionally, while the EJDC is not a local government, it strives to maintain consistency with NRS 332, and as such maintains the limitations on disclosure in NRS 332.061.

PROPOSER(S) are advised that once a proposal that requires negotiation or evaluation is received by the EJDC, it will not be disclosed until the response is recommended for the award of a contract. PROPOSER(S) are also advised that they should not include any information in their proposal that is proprietary in nature or that they would not want disclosed to the public. Each proposal must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the EJDC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025(7), 332.061(1) and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions. The "Proprietary Information" may not be submitted via the NGEM System and must be received via email to Stacey Terry, Purchasing Administrator, [TerrySt@ClarkCountyCourts.us](mailto:TerrySt@ClarkCountyCourts.us) or delivered by mail, prior to the proposal due date, to:

Eighth Judicial District Court  
Purchasing and Contracts Division, 17<sup>th</sup> Floor  
ATTN: Stacey Terry, Purchasing Administrator  
200 Lewis Avenue  
Las Vegas, NV 89155

Upon receipt of a proposal accompanied by such a separate, sealed envelope, EJDC will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by EJDC only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the nondisclosure of the information. Failure to do so shall be deemed PROPOSER'S consent to the disclosure of the information by EJDC, PROPOSER'S waiver of claims for wrongful disclosure by EJDC, and PROPOSER'S covenant not to sue EJDC for such a disclosure.

PROPOSER(S) also agrees to fully indemnify EJDC if EJDC is assessed by fine, judgment, court cost, or attorneys' fees as a result of a challenge to the designation of information as proprietary.

**13. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION**

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

**14. COLLUSION AND ADVANCE DISCLOSURES**

Pursuant to 332.820 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

**15. COMPANIES THAT BOYCOTT ISRAEL**

PROPOSER certifies that, at the time it submitted its proposal, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

**16. CONTRACT**

A sample of EJDC'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the EJDC'S Attorney(s).

**17. BUSINESS LICENSE REQUIREMENTS**

**CLARK COUNTY BUSINESS LICENSE / REGISTRATION**

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

**A. Clark County Business License is Required if:**

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

**B. Register as a Limited Vendor Business Registration if:**

1. A business is physically located outside of unincorporated Clark County, Nevada.
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php))

**18. EVALUATION CRITERIA**

Proposals shall be evaluated based upon information provided in the proposal, including answers to questions in the Attributes tab and Response Attachments of the NGEM System.

Proposals should contain the following information:

**A. Statement of Confidentiality**

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in this RFP. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. Failure to provide such declaration may be deemed as grounds for the rejection of the unread proposal.

**B. Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable) involvement and accomplishments. Include the year your agency was established.
3. Indicate if your agency has an office in Clark County and the year it was established, if any.
4. Indicate if your agency is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise.
5. Indicate if your agency is able to provide transportation to and from services provided. If yes, will this be directly through the agency or through a third party.
6. Please provide an organizational chart of your organization.

**C. Experience and Staff Qualifications**

1. Include a brief resume of all similar projects your firm has performed for the past 3 years. Each project listed shall include the name, phone number and email address of a contact person for the project for review purposes. This section shall include documentation of PROPOSER'S history of adherence to budget and schedule constraints. Emphasize projects that deal directly with individuals with serious mental illnesses and how these projects are distinct from those for general adult populations.
2. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to EJDC, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without EJDC approval.

3. Describe and document the applicable licenses which are held by PROPOSER and its proposed subcontractors.
4. Explain the agency's collaborative efforts in working with partners and subcontractors to administer the proposed project. If the PROPOSER does not have any partners or subcontractors please indicate "none".

**D. Description of Proposed Project and Work Plan**

1. Describe in more detail, PROPOSER'S approach to the project including the key elements and unique features of your proposal in accordance with the Scope of Work.
2. Provide a preliminary project plan that includes PROPOSER'S concept of the project including the methodology to be used, service array, quality control/assurance process and indications for outcome.
3. Provide a statement as to local resources that would be utilized and the degree of PROPOSER'S knowledge and familiarity with the local community's needs and goals, specifically resources for individuals with severe mental illness.
4. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.
5. Explain your implementation plan, long term sustainability, and the demonstration of evidence-based, or best practices, are utilized in the proposal.
6. Define goals that promote safety, permanency, stability and increased skill level of the proposed population.
7. Provide a proposed schedule (work plan) including tasks, milestones, dates for completion, resource assignments, and critical path.
8. Provide proposed days and hours of operation.
9. State why PROPOSER is best suited to perform the services for this project.
10. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project.

**E. Project Readiness**

1. Explain your ability to implement the program if selected.
2. List the available facility(ies) for serving the proposed population as well as the location of the facility(ies) in relationship to community amenities, programs and services.
3. Provide proof of all current insurance companies you are currently paneled with and any outstanding applications.

**F. Project Compensation/Fees**

PROPOSER must provide a statement of acceptance of the fee structure listed on **Page 7, Section E – Compensation - Collection of Fees**. Alternatively, PROPOSER may submit a proposed fee structure.

**G. Compliance with EJDC's Standard Contract**

Indicate any exceptions that PROPOSER has to the attached Sample Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

**H. Disclosure of Ownership**

This form can be found in the "Attachments" section of NGEM. This form must be completed, signed and uploaded with proposal.