

LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR PROPOSALS MOBILE CRISIS RESPONSE TEAM SERVICES

Statement of Purpose

This project intends to enhance the Mobile Crisis Response Team (MCRT), the current law enforcement-behavioral health co-response model in L&C County. MCRT meets people where they are during a mental/behavioral health crisis and helps divert from-emergency department overcrowding, criminalizing mental illness, jail recidivism, and improves the likelihood that individuals will get the level of trauma-informed care that they need.

Introduction

Lewis and Clark County is soliciting responses from qualified organizations to provide services related to enhancing the countywide Mobile Crisis Response Team (MCRT). The MCRT is a critical part of de-escalation that can, and should, occur when law enforcement responds to behavioral health crisis related calls. The MCRT is a collaborative law enforcement and behavioral health model that provides services to members of the community with behavioral health disorders including those with co-occurring mental and substance use disorders.

The current MCRT has been active since November 2020 through a variety of funding sources. Lewis and Clark County recently received a three-year funding opportunity through the Bureau of Justice Administration for their Connect and Protect: Law Enforcement Behavioral Health Response Program. Year one is intended to be a planning year, while the second and third years are targeted for implementation of what was discussed in the planning year. The goal is to expand and enhance the MCRT beyond this three-year period.

Scope of Services

In Year 1, the contractor, along with the Behavioral Health Systems Improvement Leadership Team (BHSI LT) and newly formed MCRT Community Coalition, will plan for how to expand the MCRT workforce reach and capacity to provide 24/7 MCRT services. The contractor will also determine the feasibility, resources, relationships, and partnerships needed to expand into rural parts of L&C County and rural Jefferson and Broadwater counties. In Years 2 and 3, implement the plan that was created in year 1 to enhance the MCRT model that responds safely, effectively, addresses gaps in services, improves law enforcement capacity, builds trust in the community, has the potential to reach more rural residents, and plans for sustainability.

Deliverables

Goal #1: Increase the number, percentage, and type of calls that MCRT co-responds to with law enforcement.

Actions:

1. Go through a quality improvement process to increase the percentage of behavioral health coded calls that MCRT co-responds to in year 1.
2. Expand types of calls MCRT responds to for intervention of a behavioral health crisis in years 2 and 3.
3. Respond to BH calls at the detention center when behavioral health therapists are not on shift in years 2 and 3.

Goal #2: Improve the structure of MCRT to bill sustainable funding.

Objective: Create a sustainable MCRT model.

Actions:

1. Adapt the current structure of MCRT to meet the Medicaid requirements.
2. Plan and sustain 24/7 operations.

Goal #3: Expand MCRT's service locations.

Actions:

1. Explore the opportunity to expand MCRT services in Jefferson and Broadwater counties.
2. Create plan and implement service in rural towns of Lewis and Clark County.

Goal #4: Increased law enforcement capacity and knowledge.

Actions:

1. Enhance law enforcement's skills to assist individuals experiencing behavioral health crisis through in the field training.

Goal #5: MCRT will build relationships and community awareness and collect and share data.

Actions:

1. Build a formal relationship with schools and other partner organizations to respond to crisis and expand to situations to prevent crisis.
2. Create a public campaign to increase community awareness.

Goal #6: Create a sustainability plan for MCRT.

Actions:

1. In the final year, create a sustainability plan to fund MCRT continually.

Reporting:

For services purchased under this Contract, the Contractor must:

1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
 - a. Quarterly member level data;
 - b. Quarterly progress reports; and
 - c. Ad-hoc reports and evaluations that have been supported through this funding source.

Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting to include:
 - a. month reported;
 - b. date of service;
 - c. type of service;
 - d. service setting;
 - e. disposition; and
 - f. unduplicated number of individuals served in month
 - g. For those served, identifying and socio-demographic data including:
 - i. gender;
 - ii. race;
 - iii. employment status;
 - iv. housing status;
 - v. veteran status; and
 - vi. highest grade completed;
 - vii. zip code of residence
 - viii. referral source
 - ix. call response time
 - x. time on scene
 - xi. Law Enforcement present (yes/no)
 - xii. BH Crisis Evaluation Provided (formerly called MH Evaluation)
2. Contractor will work on creating processes to provide the following data for those served:
 - a. name;
 - b. date of birth; and
 - c. Social Security Number;
 - d. General diagnosis of SMDI, SMI, and/or SUD
3. Contractor agrees to provide quarterly progress report to include:
 - a. Progress toward outcome metrics within strategic plan to include:
 - i. successes;
 - ii. challenges;
 - iii. strategies to overcome challenges; and
 - iv. technical assistance needs.
 - b. Community-level quarterly data to include:
 - i. total number of individuals diverted from:
 1. an emergency department; (number of individuals who stayed in the community)
 2. detention center
 - ii. total number of behavioral-health related responses from law enforcement;
 - c. Additional data points as requested by the Bureau of Justice Administration.

Funding Allocations

Year 1: \$80,464

Year 2: \$198,946

- Non-federal Cash or In-Kind Match for Year 2 is \$35,070

Year 3: \$198,555

- Non-federal Cash or In-Kind Match for Year 3 is \$128,234.

Allowable expenses:

Year 1:

- Staff time (salaries and benefits) for MCRT staff to be active participants in the Planning phase of the process.

Years 2 and 3:

- Staff time (salaries and benefits) for MCRT staff spent providing MCRT co-response services on behavioral health calls for encounters that are not covered by any other funding sources.

Project Duration

The selected offeror should expect the Project to conclude by September 30, 2026.

RFP Timeline

Publication of Notices	January 13 and January 20, 2024
Questions Due	January 26, 2024
Responses to Questions Posted on County Website	February 2, 2024
Proposal Submittal Deadline	February 12, 2024
Scoring Evaluation Meeting	No later than February 23, 2024
Interviews (optional)	No later than March 1, 2024
Candidates Notified of Selection	No later than March 8, 2024

Proposal Content Requirements

The proposal should demonstrate the organization has the professional capabilities and resources available to satisfactorily and timely complete all the tasks as described in the *Scope of Services* section of this RFP. All offerors must have expertise working with individuals in behavioral health crisis. Knowledge of the criminal justice system, specifically knowledge of local law enforcement, their needs, and their policies, is desirable. Proposing organizations should demonstrate a minimum of 3 years' experience in providing crisis response. Proposals must contain the following information in order to be deemed responsive to the solicitation:

1. Executive Summary. Proposals should include a brief summary of overall qualifications and experience of the organization, as it pertains to the organization's ability to provide the services outlined in this RFP, including any aspects of the organization that would enable it to excel at the requested services and attributes that would provide value and added benefits.
2. Technical Proposal/Work Plan. Proposals must include a detailed plan that addresses the requirements laid forth in the Scope of Services. Submitted proposals must address the organization's experience and methodology in addressing each of the components listed in the Scope of Services. Technical work plans should also include: timelines, organizational review, and any staffing or subcontractors working for the program.
3. Statement of Qualifications & Experience. Proposals should address the organization's qualifications and experience as it relates to providing the type of services specified in the Scope of Services. Proposals need to include the experience and qualifications of any person(s) that would be assigned a task under this agreement to include job descriptions and, if currently employed by Provider, resumes of existing staff. Provide an organizational chart for the project team, identifying the key personnel dedicated to this project. Proposers must also provide the number of years the organization has been in operation.
4. Fee Schedule. Provide an outline of how funds will be used and distributed over the three year period.
5. Matching Dollars. Include how you will provide the local cash or in-kind match needed in years two and three.
6. The organization's legal name, address, telephone number, federal Employee Identification Number (EIN), and principal contact email address.

Evaluation Criteria

Upon receipt of proposals, evaluation committee members will review all responses independently and assign scores based on the following evaluation criteria:

Criteria	Points Possible
1. Responsiveness to the RFP. Proposals will be evaluated at the level of detail included in the response to all requests outlined in the solicitation, as well as the relevance of the responses to the needs of the County.	20 Points
2. Methodology and Work Plan. Proposals outline a comprehensive plan that will fulfill the requirements listed in the Scope of Services. Budget is appropriate and reasonable.	40 Points
3. Overall Qualifications and Experience Working with Crisis. Proposal provides a comprehensive outline of experience working with crisis and law enforcement, highlighting the experience of key personnel staffing the program.	25 Points

4. Related Experience. Proposal provides a description of how the organization has worked directly with individuals in behavioral health crisis.	15 Points
TOTAL	100 points max

Organizations will be evaluated by the committee as a whole and ranked based on their average score.

Proposal Submittal

Offerors shall submit three (3) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked *Mobile Crisis Response Team RFP*. Proposals should not exceed 16 double-sided pages, including a cover letter. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

In order to ensure a fair and objective evaluation of all proposals, all questions regarding the RFP must be submitted in writing via email to the point of contact listed below on or before January 26, 2024. An addendum containing responses to questions received will be posted on the County’s website at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> no later than February 2, 2024. It is the responsibility of each Offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may Offerors contact any County staff member or elected official directly. All communications regarding this RFP shall be directed to the point of contact listed below:

Casey Hayes, Purchasing Officer
Lewis and Clark County
316 N. Park Avenue, Helena, MT 59623
chayes@lccountymt.gov

Submit proposals to:

Lewis and Clark County Commissioners
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on February 12, 2024 at the address listed above. Proposals received after the deadline shall not be accepted. This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

Contractual Terms and Conditions

The selected vendor agrees to accept and execute the County's professional services agreement. Lewis and Clark County reserves the right to require the vendor to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The vendor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate and shall also maintain workers' compensation insurance. Both general liability and workers' compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. The vendor agrees to furnish proof of insurance to the County prior to commencing work. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

All reports, information, data, and other materials prepared by the selected offeror pursuant to shall become the property of Lewis and Clark County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

Standard Terms and Conditions

By submitting a response to this Request for Proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept

or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The offeror's submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible offerors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the offerors.

3. Public Inspection of Proposals

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the Notice of Intent to Award has been posted.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- No confidential material is contained in the cost section; and
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for an offeror to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the offeror's attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Proposals as Responsive or Non-responsive

All proposals will be classified as either "responsive" or "non-responsive." A proposal is considered "responsive" if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

6. Determination of Offeror Responsibility

The purchasing officer and/or the selection committee will decide whether an offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed "non-responsible" at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy

the County that the offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.

9. Offeror Selection and Contract Execution

After an evaluation of the offeror, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the offeror selected. If the offeror and the County cannot agree on the contract terms, the County may move to the next ranked offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a proposal confers no rights upon any offeror and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the offeror agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the offerors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any offeror who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

An offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

End of Request for Proposals