



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, April 25, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**
2. **Consent Action Items**

a. Vendor Claims Report for Week Ending April 26, 2024. (Marni Bentley)

3. **Contract Between Lewis and Clark Public Health and Morningstar Design Ltd Co. (Sarah Sandau)**

The Commissioners will consider the contract with Morningstar Design Ltd. Co in the amount of \$10,000 through the Injury Prevention Contract to design the Safer Communities Montana Toolkit. The contract begins upon approval by both parties through June 21, 2024.

4. **Grant Application to the Montana Department of Public Health and Human Services. (Sarah Sandau)**

The Commissioners will consider the grant application to the Montana Department of Public Health and Human Services for universal home visiting services in the amount of \$250,000. The grant period begins May 1, 2024, through December 30, 2025.

5. **Contract Between Lewis and Clark County and Sapphire Resource Connection. (Kari DesRosier)**

The Commissioners will consider a contract with Sapphire Resource Connection for employee assistance program services. The contract is for a three-year period beginning July 1, 2024.

6. **Elections Update. (Amy Reeves/Connor Fitzpatrick)**

The Commissioners will hear the update.

7. **Board Appointments. (Roger Baltz)**

- Heritage Preservation & Tourism Board
- Human Services Task Force

- Investment Committee
- Lincoln Solid Waste
- Weed Board

8. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**
9. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303





Contract Between Lewis and Clark Public Health and Morningstar Design Ltd Co. (Sarah Sandau)

Presented By:

Summary:

The Commissioners will consider the contract with Morningstar Design Ltd. Co in the amount of \$10,000 through the Injury Prevention Contract to design the Safer Communities Montana Toolkit. The contract begins upon approval by both parties through June 21, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Contract Cover Sheet Signed	Attachment
<input type="checkbox"/> Morningstar Design Contract Signed	Contract
<input type="checkbox"/> Exhibit A and B	Attachment
<input type="checkbox"/> Exhibit C	Attachment



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Drenda Niemann

Elected Official/Department Director

Date

Casey Hayes

Purchasing Officer or Designee

4/8/24

Date

Frank Formell

Finance Officer or Designee

4/11/24

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

4/10/2024

Date

Administrative Use Only

Date of debarment/suspension check in SAM 4/10/2024

Passed: YES NO X

FFATA Reporting Needed? YES NO

Reporting Period:

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Morningstar Design Ltd Co, herein referred to as "CONSULTANT", whose address is 326 State St, Helena, MT 59601, phone number is (336) 354-6091, and Federal Employee Identification Number is 99-0947125.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform toolkit design services needed for the Safer Communities Montana Toolkit Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: The CONSULTANT will perform the toolkit design services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the Safer Communities Montana Toolkit Project.
3. INDEPENDENT CONTRACTOR: The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT'S supplies or equipment.
4. WARRANTY: The CONSULTANT will perform all services in a professional manner. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
5. LIAISON: The COUNTY'S designated liaison with the CONSULTANT is _____
Sarah Sandau, Community Health Promotion Division Administrator or their designee.
The CONSULTANT'S designated liaison with the COUNTY is Haley McKnight, Owner.
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: The CONSULTANT will commence work upon approval of this Contract by both parties and shall complete the described work by June 21, 2024.
7. COMPENSATION: For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed _____ten thousand dollars (\$10,000.00). CONSULTANT shall submit monthly invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.
8. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

□

10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the 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 CONSULTANT for the specific purpose intended will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.

11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.

12. INSURANCE: CONSULTANT 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. CONSULTANT also shall 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. CONSULTANT agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.

13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations. CONSULTANT shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit C** of this agreement.

14. NONDISCRIMINATION: The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.

16. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.

17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any

compensation for anticipated profit on the value of services not performed.

COUNTY:

CONSULTANT:

Date: _____

Date: 4/15/24

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County

[Signature]
Haley McKnight
Owner
Morningstar Design Ltd Co

ATTEST:

State of MT
County of Lewis & Clark

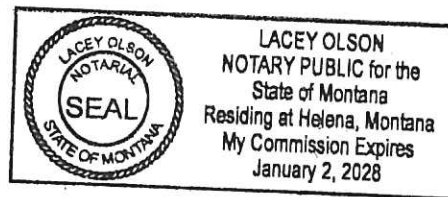
Amy Reeves, Clerk and Recorder

This instrument was acknowledged before
me on 4/19/24 [date] by Haley
McKnight as Owner of Morningstar Design Co.

(Seal)

[Signature]
Signature of Notarial Officer

(Seal)



L&C Co. Professional Services Contract Safer Communities
Montana Toolkit Design – Passthroughs

Exhibit A

Scope of Services

Safer Communities Montana: [Safer Communities Montana \(SCM\)](#) is a workgroup of the Lewis and Clark Suicide Prevention Coalition. SCM advocates for suicide prevention in Lewis and Clark, Broadwater, and Jefferson Counties through collaboration with the firearm and pharmaceutical communities to reduce lethal means access by people at-risk. SCM provides appropriate suicide prevention tools and training to pharmacies, firearm-related businesses, health providers, and community members.

Toolkit Design: SCM received funds to create a toolkit on how and why they formed, the strategies and tools they have created, and lessons learned. This toolkit will be shared with other local Montana Communities (and potentially other states if applicable) to adopt and implement similar lethal means strategies in those areas. Morningstar Design Ltd Co. will work with SCM to design the toolkit to make it visually appealing, accessible, and clear. This toolkit will live on a website, and a small batch will also be printed for hard copies as well. The final design should be screen reader friendly. It is estimated that the toolkit will be a 45-50 page Microsoft Word document. SCM leaders would like the final format to be easily editable by the SCM team members in the future (as the content becomes outdated and in a format that LCPH currently has), so training on whatever final platform utilized needs to be included.

Timeline for project: Haley will work with the SCM Coordinator to discuss initial ideas and wants for the project. The toolkit design will be finalized by May 31, 2024 with a training on how to update the document moving forward. One round of edits for the Leadership Team will be offered prior to that date.

Exhibit B

Billing

Morningstar Design Ltd Co. will invoice the County monthly (end of April and end of May). The total expense will not exceed \$10,000. All invoices are due by June 14, 2024.

TASK ORDER NUMBER 24-07-3-11-032-0

**TO THE MASTER CONTRACT
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND LEWIS AND CLARK COUNTY**

Montana Injury Prevention Program / Safer Communities Montana (SCM), a work group of the Lewis and Clark Suicide Prevention Coalition

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Lewis and Clark County Public Health ("Contractor"), Federal ID Number 81-6001383, UEI Number LV3VYFCZSK88 and 1930 9th Ave, Helena, MT 59601.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**SECTION 2. PURPOSE**

The purpose of this Task Order is to continue helping complete the deliverables needed for the Core State Injury Prevention Program (Core SIPP) cooperative agreement to reduce and sustain injury morbidity and mortality from attempted and completed suicides by firearms through the development and evaluation of the grassroots program, Safer Communities Montana (SCM), a work group of the Lewis and Clark Suicide Prevention Coalition, which is overseen by Lewis and Clark County health department staff.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from October 1, 2023 through July 31, 2024 with consideration for annual review and renewal through July 31, 2026.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Invite the Department to participate in Safer Communities Montana meetings.
 - 2. Disseminate and track the inventory of Deterra Bag and Gun Locks, along with appropriate print materials on suicide and safe storage to targeted gatekeepers, as well as via the SCM website and at community events.

3. Complete pre- and post-surveys among target gatekeepers and provide results to Department within 30 days of the end of the grant period.
4. Increase the awareness and visibility of Safer Communities Montana through dissemination of an agreed-upon media campaign, including the Department's logo, throughout Lewis and Clark County via radio, TV, newspaper, and other media sources.
5. Create a toolkit for the purpose of providing resources and guidance so other Montana communities, such as Missoula, Bozeman, and Kalispell can implement their own Safer Communities Montana efforts, that utilize their own local relationships and community champions.
6. Submit an annual progress report to the Department no later than August 31, 2024.

B. The Department agrees to do the following:

1. Provide funding for the procurement of 1,000 Detera Drug Deactivation bags and 1,050 gun locks to help reduce access to lethal means in Lewis and Clark County (up to a total value of \$10,048.00).
2. Provide \$45,000 for part of a 1.0FTE who will help promote the newly designed toolkit, conduct SCM outreach, engage new partners, and improve efficiency.
3. Provide funding of approved media to promote and expand Safer Communities Montana (up to a total value of \$4,952.00).
4. Provide \$10,966 for a consultant to design and produce the toolkit and update current program materials.
5. Be a regular participant in Safer Communities Montana meetings and attend other meetings as available/requested to help promote Safer Communities Montana.
6. Provide ongoing technical assistance with data collection and provide evaluation of the Safer Communities Montana program.

C. Contractor and Department, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Scope of Work.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to a maximum total of \$70,966.00 as follows:
1. Contractor will bill the Department on a quarterly basis on or within 15 days of January 31, 2024, April 30, 2024 and July 31, 2024.
 2. Contractor will provide copies of original invoices with quarterly billing invoices, not to exceed:

- a) \$3,120.00 for Detera Drug Activation Systems;
- b) \$6,928.00 for Gun Locks;
- c) \$10,966 for tool kit production;
- d) \$45,000 for support of 1.0FTE SCM outreach position; and
- e) \$4,952.00 for a media buy, including TV and social media.
- f) The individual budgets listed in Section 5.A.2.a) through e) above, may be adjusted with prior written approval from the Department liaison if the adjustment does not exceed 10% of the budget category.

3. Payment for questioned costs may be withheld pending resolution of the dispute and may require rebilling by Contractor. For any period in which a deliverable is due, the payment for that period will be withheld pending receipt and Department approval of the deliverable.

B. All invoices must be received by the Department no later than 30 days following the Task Order end date of July 31, 2024. Invoices received after 60 days will not be paid by the Department.

C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS

The source of the funding for this Task Order is \$70,966.00 from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Assistance Listing Number {A.L.N.} (previously referred to as C.F.D.A.#) 93.136, grant number 5 NU17CE010052-03.

SECTION 7. TERMINATION

Either party may terminate this Task Order in accordance with the Master Contract.

SECTION 8. CFR 200 REQUIREMENTS

The following information may be required pursuant to 2 CFR 200:

1. Sub recipient name: NA
2. Sub recipient Unique Entity Identifier: NA
3. FAIN number: NA
4. Federal award date: NA
5. Federal award start and end date: NA
6. Total amount of funds obligated with this action: NA
7. Amount of funds obligated to sub recipient: NA
8. Total amount of the federal award: NA
9. Project description: NA
10. Awarding agency/pass-through entity/contact info: NA
11. CFDA/ALN number/name: NA
12. Research and Development: NA
13. Indirect cost rate: NA

SECTION 9. LIAISON AND SERVICE OF NOTICES

- A. Maureen Ward, or their successor, will be the liaison for the Department. Contact information is as follows:

Maureen Ward
DPHHS Injury Prevention Program
P.O. Box 202951
Helena, MT 59620-2951
Phone Number (406) 444-4126
Fax Number (406) 444-1814
Maureen.Ward@mt.gov

AC Rothenbuecher, or their successor, will be the liaison for the Contractor. Contact information is as follows:

AC Rothenbuecher
Community Health Promotion Division Administrator – Lewis & Clark Public Health
1930 9th Ave
Helena, MT 59601
Phone Number (406) 457-8958
Fax Number (406) 457-8990
arothenbuecher@lccountymt.gov

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

SECTION 10. FEDERAL REQUIREMENTS

- A. The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.
- B. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Robyn Bryant, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 5 Chronic Disease and Injury Prevention
Email: ppa4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

SECTION 11. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

SECTION 12. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Deputy Director David Gerard, Phone Number (406) 444-3654, Fax Number (406) 444-1970, David.Gerard@mt.gov with a copy to Director Charles T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Charles.brereton@mt.gov.

SECTION 13. PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
 2. with the permission of the persons or entities from whom the information is to be obtained; and
 3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense and Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

*"This project is funded in part **AND/OR** in whole by grant number 5 NU17CE010052-03 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."*

- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 14. SCOPE OF TASK ORDER

This Task Order consists of 7 numbered pages.

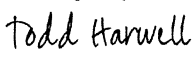
All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.


SECTION 15. AUTHORITY TO EXECUTE


Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

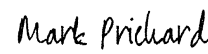
MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY:  Date: 1/8/2024
DocuSigned by: 3117A8C345FE4B6...
 Todd Harwell, PHSD Administrator


BY:  Date: 1/9/2024
DocuSigned by: E20AEC00021F48A...
 David Gerard, Deputy Director

BY:  Date: 1/9/2024
DocuSigned by: 0E900604370A54E3...
 Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES OFFICE OF LEGAL AFFAIRS

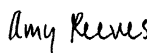
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 Mark Prichard

CONTRACTOR, LEWIS AND CLARK CITY-COUNTY HEALTH DEPARTMENT

BY:  Date: 12/19/2023
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 Tom Rolfe, Chair
 Lewis & Clark County Commission

ATTEST

On this 30 day of December, 2023, I hereby attest the above-written signature of the Board of Lewis & Clark County Commissioners.

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 Amy Reeves, Clerk & Recorder



Grant Application to the Montana Department of Public Health and Human Services. (Sarah Sandau)

Presented By:

Summary:

The Commissioners will consider the grant application to the Montana Department of Public Health and Human Services for universal home visiting services in the amount of \$250,000. The grant period begins May 1, 2024, through December 30, 2025.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Scope of Work for the Application	Attachment

SECTION 1: SCOPE AND PROVISION OF SERVICES

1.0 INTRODUCTION

The State of Montana Department of Public Health and Human Services, Early Childhood and Family Support Division, Bright Futures Birth to Five Grant, (hereinafter referred to as “the State” or “B-5”) is seeking Offeror’s to participate in a pilot program providing Universal family-centered services (Universally Offered Home Visiting, hereinafter referred to as “UOHV”) in the home to expectant families and families with new infants and young children. Home visiting services support healthy pregnancy outcomes, infant health and development, and strong parent/caregiver-child relationships. Home visiting services build on parent/caregiver and family strengths. Home visiting services are generally provided in the family’s home or wherever they reside. Professional, trained home visitors partner with caregivers, parents, and/or parents-to-be to meet the needs and goals of the family, connect the family to community resources, and promote the physical and emotional health of the infant.

The State is seeking proposals to implement a unique pilot program providing universal, time-limited, home visiting supports to pregnant and parenting/caregiving families prenatally up to the Infant’s first birthday. This service compliments existing home visiting programs in the state and will serve as a referral source for community programs to connect families with supports to promote healthy development of the infant and mother and other potential caregivers of the infant.

The goals of Universally Offered Home Visiting are to:

- Improve coordination of services for families.
- Identify and provide referrals to appropriate services to improve outcomes for families.
- Provide the option for time limited prenatal and postnatal support and screening to all families in contracted communities.
- Improve maternal and infant health outcomes which include infant development and school readiness; infant health; family economic self-sufficiency; maternal health; positive parenting practices; reductions in infant maltreatment; and reductions in juvenile delinquency, family violence, and crime.
- Support referral to evidence-based home visiting services in Montana as needed.

1.1 CONTRACT TERM

The anticipated contract term is from 05/01/2024 to 12/30/2025 with a potential no cost extension to 12/30/2026. Renewals of this contract, by written agreement of the parties, may be made in one-year intervals, or any interval that is advantageous to the State, and dependent on available funding. A contract, including any renewals, may not extend beyond December 30, 2026, at the State’s option.

1.2 FUNDING

Services are funded through B-5. This Request for Proposals (RFP) will be used to distribute funding from this funding source. Available funding for this project is \$2,000,000 for an estimated total contract value over 2 years of \$4,000,00.00. Multiple awards (no more than 10 contracts will be awarded) with a distribution of funds ranging from \$125,000 to \$250,000 per year is anticipated.

POTENTIAL FUNDING AMOUNTS, SOURCE, AND PERIOD OF AVAILABILITY: The anticipated amount of funding per calendar year is based on the availability of funds from B-5. The grant operates on a calendar year (January 1-December 30). The award may be extended for up to one additional year, with an option of a no-cost extension through December 30, 2026. The following criteria apply:

- A. The State reserves the right to make modifications to the scope of the services and in the funding amounts that it is currently unable to anticipate. There may be unique circumstances, not limited to directives and decrees from State and Federal agencies that will require these modifications be made to continue or improve services. Additionally, should funding be increased or decreased, the State reserves the right to increase or decrease funds at its discretion.
- B. Proposed costs will be considered by the State in determining contract awards with consideration to availability of funds, resource allocation priorities, practicality, and innovation of the proposed delivery plan.

1.3 SCOPE OF WORK

Offerors are expected to:

- Visit families up to four times beginning no sooner than four to six weeks prior to delivery (birth of infant).
- Visit families up to three times within the first year of the infant's life.
- Administer maternal post-partum depression screenings using the Edinburg Postnatal Depression Screening.
- Screen infant's development using the Ages and Stages Questionnaire, 3rd Edition (ASQ:3) and the Ages and Stages Questionnaire: Social Emotional, 2nd Edition (ASQ: SE-2).
- Refer families to resources, such as WIC, Healthy Montana Families Home Visiting, Montana Milestones, Child Care Resource and Referral agencies, health insurance enrollment, and other local early childhood resources.
- Collect and report on required data for all clients.
- Participate in required trainings, meetings, Continuous Quality Improvement (CQI), and evaluation activities.
- Engage community partners to support a local coordinated intake and referral process.

The list above includes a summary of Offeror's expectations. A more detailed breakdown of expectations is listed below in this scope of work.

Offerors are encouraged to work with other partners to develop and support the future sustainability of this home visiting project.

Applications that propose to provide services through a partnership of multiple organizations are allowed. The Offeror is responsible for the performance of any subcontractor(s). Evaluators of applications will consider the qualifications of both the Offeror and subcontractor when making agreement award recommendations.

1.3.1 GEOGRAPHIC COVERAGE OF SERVICE

The State is seeking proposals from county and/or tribal health departments, community health centers, private medical providers such as OBGYN or pediatrician practices, schools, and non-profit organizations to implement a Universally Offered Home Visiting model within the Offeror's County/service delivery areas.

Offerors from all communities/counties in Montana are eligible. If the proposed service area is a county that includes a reservation, services must be provided, marketed, and promoted, to the entire county, including the reservation. Services are provided on a voluntary basis to pregnant women and women with children birth to one year.

While any county/municipality is eligible to apply for funding, priority populations for services provided through this RFP include:

- Counties designated as rural or frontier.
- Agencies serving tribal populations or on reservations.

Offerors must have approval from B-5 to serve additional counties outside of the county where the Offeror is located. For example, if the Offeror's agency is located in Missoula County but they propose to serve Ravalli County in addition to Missoula County, the Offeror must have approval to serve Ravalli County.

1.3.1 RESPONSE GUIDELINE: (maximum 1 page)

Identify the county(ies) and/or tribal area(s) included in the service delivery area for the proposed project.

Using the map labeled Appendix B, determine if your service area is rural or frontier and indicate if the service area qualifies as rural or frontier in your response. Counties that are not labeled as metropolitan or micropolitan in Appendix B will be considered rural or frontier. Tribal status requires the service area to take place within the land area of an Indian Reservation or serve a majority native population.

Provide detailed and thorough narrative response as the justification for self-defined service area using the following indicators:

1. Describe rationale used to determine service area (organization capacity, community partnerships, referral relationships, etc.).
2. What history of service does the organization have in the listed counties?

1.3.2 COMMUNITY NEEDS AND TARGET/ VULNERABLE POPULATIONS

Home visiting has supported Montana's families in many different forms for decades. Montana has been involved in Maternal Infant Early Childhood Home Visiting (MIECHV) for over 10 years and other home visiting services prior to MIECHV. Professionals and families have seen a need for additional services to support families in the prenatal period through the first year of life. Home visiting is an important support to connect families to community services, provide support at a critical time for mothers, fathers and infants and support early intervention in mental health and general development. Universally Offered Home Visiting was determined to be an important early childhood system initiative for B-5 to complement longer term, evidence-based home visiting services in the state. Initial research was completed to include UOHV in the grant application. Once the state received the grant, a survey was completed with providers across the state about the current landscape of universal home visiting. The Home Visiting Coalition is a stakeholder group to help further develop the service delivery model.

Planning activities also included alignment of goals, objectives, and strategies outlined in the MT DPHHS State Health Improvement Plan (SHIP) through the following Priority Areas:

- Priority Area 4: Healthy Mothers, Babies, and Youth
- Priority Area 5: Adverse Childhood Experiences

The MT DPHHS SHIP can be found here: <https://dphhs.mt.gov/ahealthiermontana/>

Universally Offered Home Visiting services will be based on documented need for services, community priorities, and delivery for target/vulnerable populations.

Target/vulnerable populations are defined in Montana's PDG:B-5 grant as "Montana defines children as being vulnerable and/or underserved when they experience any of the following: have a disability, identified developmental concern, or behavioral health issue; have special healthcare needs (such as food allergies, asthma, diabetes, special dietary restrictions, on extended prescribed medication, etc.); are an infant age 0-19 months [this project only serves infants birth through 1 year]; are an enrolled tribal member or reside on tribal lands; are children of teenage parent(s); are low income; are children of migrant families; are homeless or at risk of becoming homeless; are English language learners (ELL) or dual language learners (DLL); have experienced trauma or maltreatment, including children in foster placements; have a parent or guardian that is active in the military; and/or live in rural and underserved areas".

1.3.2 RESPONSE GUIDELINE: (maximum three pages)

- Describe how the proposed home visiting program will address community needs and priorities.
- Demonstrate documented need for services within your service area with appropriate community-specific data (i.e. reports of child abuse and neglect for children 0-1, maternal post-partum depression, etc.).
- Demonstrate how this program would benefit and serve target/vulnerable populations in the offeror's community.
- Provide detailed and thorough narrative response.

1.3.3 ELIGIBILITY

Federally qualified health centers, physician offices, OBGYN offices, local health clinics, local public health departments, nonprofit agencies, and tribal government agencies within the state of Montana are eligible to apply.

To enable the State to determine the capabilities of an Offeror to perform the services specified in the RFP, the Offeror must respond to the following regarding its ability to meet the State's requirements.

Address the following questions for all organizations involved in the proposed program:

A. INTEGRITY AND CERTIFICATIONS/LICENSES	
<i>Within the past seven (7) years, has the Offeror or any Affiliate:</i>	
1 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Organization(s) involved, the relationship to the submitting Offeror, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

B. FINANCIAL AND ORGANIZATIONAL CAPACITY	
1 Within the last seven (7) years, has the Offeror or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Organization(s) involved, the relationship to the submitting Offeror, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
2 During the past three (3) years, has the Offeror and/or any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Organization(s) involved, the relationship to the submitting Offeror, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Organization failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
3 During the past three (3) years, has the Offeror and/or any Affiliates had any government audits? If "Yes," did any audit reveal material weaknesses in the Offeror's and/or Affiliate's system of internal controls If "Yes," did any audit reveal non-compliance with contractual agreements or any material?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Organization(s) involved, the relationship to the submitting Offeror, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

1.3.3 RESPONSE GUIDELINE:

- THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.
- The Offeror must indicate their organization type, which should clearly demonstrate how they fit into one of the eligible Offeror types listed in 1.3.3.
- Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.
- Complete responses to the eligibility questions are submitted. Answers to the questions are "no", or detailed and a reasonable, thorough narrative response as the justification is included with any "yes" responses.

1.3.4 OFFEROR EXPECTATIONS

A. HEALTH INSURANCE COVERAGE: Offeror will have a process for assisting families in enrolling in health insurance coverage. Briefly describe how the proposed home visiting program assists families in enrolling in health insurance coverage (including what resources or other programs are available to help with enrollment).

1.3.4.A RESPONSE GUIDELINE: (maximum one page)

- A process for assisting families in enrolling in health insurance coverage is described.
- If applicable, specific organizations/programs that help with the process are listed and how they help with the process is described.
- Provide detailed and thorough narrative response.

B. STATEMENTS OF AGREEMENT: The Offeror must indicate they understand and will comply with the statements of agreement in Appendix D.

C. SUBCONTRACTING

Applications that propose to provide services through a partnership of multiple organizations are allowed.

If a multi-organization response is submitted, the Offeror must identify themselves as the Local Implementing Agency (LIA), clearly describe the role of each partner organization in the program and how the partners will manage the program with fidelity to the pilot. See Offeror Qualifications 2.1.1 for further information.

The LIA is responsible for the performance of any subcontractor(s). Subcontractors, under an LIA, will be held to the same standard of quality and performance as the Offeror by B-5. Evaluators of applications will consider the qualifications of both the Offeror (LIA) and subcontractor when making agreement award recommendations. The Offeror must indicate they understand and will comply with the Subcontracting requirements in Appendix D.

D. DATA ENTRY: All required data will be entered to the UOHV data system (MTmechv). Local Implementing Agencies (LIAs) will receive login access to the system. The Offeror must indicate that they understand and will comply with the data entry requirements in Appendix D.

1.3.4. B, C, and D RESPONSE GUIDELINE:

The Offeror must complete and submit Appendix D with their proposal. By checking all boxes, the Offeror agrees to comply with RFP sections 1.3.4.B, 1.3.4.C, and 1.3.4.D

E. PROPOSED CASELOAD: Provide a proposed caseload number for the project and describe how the proposed caseload number was determined. The proposed caseload number must be clearly stated as a whole number (no decimals), and not as a range. The caseload estimate description must note the amount of home visiting staff time proposed. If the caseload estimate included with the proposal differs from the formulas below due to travel, visit frequency, or other factors, explain why.

1. DETERMINING CASELOAD:

When determining a caseload, the Offeror will consider the following:

- i. Calculate the range of families one dedicated FTE could realistically serve in a standard work week, considering pre- and post-visit activities (e.g., travel, charting, referrals)
- ii. Using the birthrate data located in Table S-2 from the most recent Montana Vital Statistics Annual Report (Appendix A), calculate the average number of live resident births for your service area.
- iii. The Offeror then will determine the number of families they would expect to serve with home visiting services in a 12-month period.
- iv. Utilizing the range of families and birth statistics, determine FTE amount using the following formula:

$$\frac{\text{Total Number of livebirths}}{\text{Families served by one FTE}} = \text{estimated FTE caseload}$$

1.3.4.E RESPONSE GUIDELINE: (maximum one page)

- The caseload submitted is reasonable and achievable for the community served.
- Provide detailed and thorough narrative response as the justification for the caseload.

F. STAFFING PLAN AND DESCRIPTION: Using Appendix C, describe the staffing and infrastructure that will be used to support the proposed project and carry out the home visiting pilot. Include the number of home visitors, supervisors, other staff, and the FTEs dedicated to the project for all types of staff.

Please indicate the following in Appendix C

1. If one person fills two roles (i.e. home visitor and supervisor) they should be listed in both sections with the appropriate amount of FTE indicated for each role.
2. Data entry staff must not exceed .10 FTE per every .5 FTE Home Visitor
3. Data entry staff FTE may not exceed .75 FTE/per proposal

1.3.4.F RESPONSE GUIDELINE:

- A complete description of the roles and responsibilities of the workers providing services including the ratios of case management to workers. Address how this will be supervised by the Offeror's agency.
- Staffing plan for all FTE must be included in the Appendix C template.
- Data entry staff FTE parameters are met. Staffing plans are thorough, and demonstrate the Offeror has a realistic plan.

G. REFERRALS INTO HOME VISITING AND TO OTHER SERVICES: An active outreach and referral system involves regular communication with the organizations and individuals who do or should provide referrals to the Offeror's program. Examples of referrals include but are not limited to: WIC, Evidence-Based Home Visiting, parenting resources, mental health professionals, and lactation services. Referral services will vary from area to area based on local availability.

1.3.4.G RESPONSE GUIDELINE: (maximum 5 pages excluding MOU attachments (if applicable))

1. Describe strategies for outreach to other programs, including what outreach looks like (pamphlets, presentations, phone calls, visits, meeting attendance, etc.), the organizations/programs with which outreach occurs, and the frequency of communication. The outreach plan should include the following.
 - i. Describe the Offeror's current referral system. If there is not a current referral system, the Offeror should describe their plan to build a system. Be sure to include:
 - ii. Primary referral sources.
 - iii. How the Offeror receives and manages referrals to the program. For example:
 - a. does a designated individual review referrals,
 - b. does the program have an electronic referral system,
 - c. how are referrals assigned to home visitors,
 - d. are referrals discussed during a weekly meeting, etc.
 - iv. Follow-up and regular contact with referral providers.
 - v. Attach a copy of a written outreach and referral plan to the RFP response.
2. Does the Offeror have any Memorandum of Understandings (MOUs) or formal agreements with other agencies or programs regarding referrals to the home visiting program? If so, state which organizations. Attach copies of any current MOUs.
3. Describe any barriers and/or challenges the Offeror has had with referrals to the program and how they have been addressed and/or how the Offeror plans to address them.
4. A referral system also involves communication with the programs or entities to which the Offeror refers home visiting clients.

- i. Describe any current processes for providing referrals from the Offeror to other community resources.
- ii. Describe the Offeror's current system for referring clients to other services, including:
 - a. Primary resources to which home visiting clients are referred.
 - b. Follow-up and regular contact with referral resources.
- iii. Describe any barriers and/or challenges the Offeror has had with providing referrals to other resources and how they have been addressed and/or how the Offeror plans to address them.
- iv. How the Offeror will work with their local Child and Family Services (CFS) office for coordinated referral and intake of clients.

- H. CONTINUOUS QUALITY IMPROVEMENT:** A Continuous Quality Improvement (CQI) process is expected to be conducted by the offeror. It should include:
1. How the CQI process is integrated with and used by the home visiting program.
 2. How families/clients are involved in the CQI process.

1.3.4.H RESPONSE GUIDELINE: (maximum 2 pages)

- Describe the CQI process that is used. Include how it will be integrated and used by the home visiting program and how families and/or clients are involved in the CQI process.

- I. PERFORMANCE:** Visits to families/guardians will be one to four times based on prenatal or first year of life start time and family/guardian preference. Screening for maternal depression and child developmental and social emotional screening will occur at least once during service delivery. Offeror must meet with the Department monthly for performance monitoring including the following indicators: Continuous Quality Improvement (CQI), data tracking, visit frequency, updates to caseload.

1.3.4.I RESPONSE GUIDELINE: (maximum 2 pages)

The Offeror's plan describes how it will meet the following performance criteria:

1. Maintain visit frequency and required dosage as required by contract deliverables.
2. Achieve required screening completion rates.
3. Demonstrate achievement of all indicators as listed in the UOHV Monitoring Tool.

Response includes a statement of agreement to comply with performance monitoring, including participation in monthly coaching calls with B-5.

- J. WORKPLAN:** All Offerors must attach a workplan using Appendix H that describes the following (responses can include additional details not in the list below and relevant to your agency or community):
1. Recruitment of all staff
 2. Hiring of all staff
 3. Onboarding procedure
 4. Training
 - i. UOHV general program training

- ii. Professional and workforce development trainings
5. Exit plan for resigning staff

1.3.4.J RESPONSE GUIDELINE: (maximum 3 pages)

- A clear and concise workplan is submitted, which includes a complete response to 1-5 above and is aligned to the goal of the pilot.

K. MONITORING AND RISK MANAGEMENT

1. Annually, the Offeror must monitor any sub-contractor(s) grant funding under this RFP.
2. The Offeror must submit documentation to B-5 of all completed monitoring tools on or before the end of the contract period.
3. The Offeror must submit documentation of internal monitoring policies and procedures and evidence of monitoring tools for external partners (i.e. subcontractors).
4. UOHV will provide a copy of the UOHV Program Review and Monitoring Tool that should be used by the LIA to monitor subcontractors.

1.3.4.K RESPONSE GUIDELINE:

- The Offeror must submit a statement of agreement to all items within Section K Monitoring and Risk Management.

L. SUSTAINABILITY

1. Describe the offeror's plan for future sustainability of the home visiting program.
2. Describe how offeror may leverage community partners' potential involvement in the home visiting program, including financially, in-kind, etc. Include who the partners are and their roles in the program.
3. Describe how county, Maternal and Child Health (MCH) block grant funds, or other funds support home visiting services (if applicable).
4. Describe the Offeror's current capacity or process used to bill Medicaid or other health insurance for home visiting or related services.

1.3.4. L RESPONSE GUIDELINE: (maximum 1 page)

- Methods of sustainability are described.
- A plan for leveraging resources is described and includes specific partners and their roles.
- A plan for utilizing other funds, including the specific source of funds is described.
- Capacity and/or process used to bill Medicaid or other health insurance for home visiting or related services is described.
- Provide detailed and thorough narrative response.

M. PROGRAM APPROACH. Scope of Service Delivery

Offeror will develop a scope of service delivery, articulating their plan to provide services for the designated service area. The Offeror's scope of service delivery must align with their

logic model from section 1.3.4.N. The scope of service delivery will articulate the offeror's plan to provide services from the start of their contract through the end of the contract.

1.3.4.M RESPONSE GUIDELINE (maximum of 3 pages)

- A thorough and concise scope of service delivery is provided which aligns with the logic model and goal(s) of the project.

N. LOGIC MODEL AND GOALS, OUTCOMES, & INDICATORS.

1. Logic Model Illustration

Using the template provided in **Appendix G**, include a one-page logic model. A logic model is a simple, logical illustration of what services you are providing, why you are providing the services, and how you know the services will be successful. The Logic Model must address major sections of this grant proposal. The Logic Model is intended to be concise. Offerors will expand on the logic model throughout the proposal.

The logic model must include:

Resources. Funding, infrastructure, relationships, etc. Response may also include resources being sought.

Services. Funded activities including the identified evidence-based or evidence-informed program. Include number of cohorts, duration, frequency, caseload, etc. Outreach may also be included.

Outcomes. Outline the SMART (Specific, Measurable, Achievable, Realistic, Time-bound) outcomes that the funded services will bring about. At least one outcome must relate to soliciting community referrals.

Indicators. For each outcome, outline one or two concrete descriptions of what you would see or hear as evidence that the outcome is achieved. Indicators must be measurable; therefore, they need to be something you can see, hear, count, or otherwise measure. Indicators are often expressed in numbers or percentages.

Measurement. List all required, additional, and/or alternative measurement tools for outcome evaluation, program assessment, and client satisfaction.

2. Primary Goal, Outcomes, & Indicators (maximum of 2 pages)

Projects must have clearly defined goals, outcomes, and indicators that clearly define goal achievement.

1.3.4.N RESPONSE GUIDELINE: (maximum one page for logic model, maximum 2 pages for goal, outcomes, & indicators)

- The Offeror's response demonstrates a complete logic model and includes the primary goal of the project and an outline of SMART (Specific, Measurable, Achievable, Realistic, Time-bound) outcomes and indicators that will contribute to the achievement of this goal.

1.3.5 BILLING AND PAYMENT

All monthly expenditure reports must be received by the Department **no later than 30 days** following the end of the month. Expenditure reports received after 60 days may not be paid by the Department.

1.3.5 RESPONSE GUIDELINE:

- The Offeror must submit a statement of agreement to the requirements in 1.3.5 Billing and Payment.

1.3.6 STATE RESPONSIBILITIES

The Department will:

- A. Provide guidance and consultation as needed for the performance of the project and maintaining fidelity to the pilot including but not limited to site visits, conference calls, and quarterly meetings.
- B. Provide reporting requirements and tools for monthly, quarterly, and annual reports.
- C. Provide training and technical assistance on the UOHV project, policies and procedures, data collection procedures, forms, measures, CQI, and project evaluation.
- D. Provide training, access, and technical assistance for the Healthy Montana Families home visiting data system.
- E. Provide contract monitoring and evaluation.
- F. All successful applicants will be required to attend a webinar facilitated by B-5 upon award.



Contract Between Lewis and Clark County and Sapphire Resource Connection. (Kari DesRosier)

Presented By:

Summary:

The Commissioners will consider a contract with Sapphire Resource Connection for employee assistance program services. The contract is for a three-year period beginning July 1, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
☐ Memo	Attachment
☐ Contract Cover Sheet	Attachment
☐ Contract	Contract



Human Resources Department

MEMO

To: Board of County Commissioners

From: Kari DesRosier, Human Resources Department

Date: April 18, 2024

Re: Renewal of contract with Sapphire Resource Connection for Employee Assistance Program

Before you this morning is a contract agreement between Lewis and Clark County and Sapphire Resource Connection (SRC) to provide the employee assistance program (EAP) counseling services to county employees, spouses, domestic partners, and dependent children. For the first time since 2014, the fee per visit will increase from \$100 to \$110. The contract period for this service agreement is July 1, 2024 through June 30, 2027.

In July of 2014, we moved away from paying for EAP services on a per employee per month basis, to a per use fee, which means we only pay for services when employees utilize the benefit. This has resulted in substantial savings over the years without a reduction in the benefit.

As noted above, our employee assistance program benefit is accessible to all County employees and their household members and entitles them to 4 confidential counseling sessions per separate and distinct issue. In addition, SRC has been good about reaching out to local providers so that our employees have multiple, reputable options in the Helena area and beyond to choose from. Our EAP program also includes access to an unlimited number of 30 minute legal and financial sessions, a toll-free crisis line, and online newsletters and other health resources.

Staff recommends approval of the contract with Sapphire Resource Connection for employee assistance program counseling services through June 30, 2027.



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title: Agreement between Lewis and Clark County and Sapphire Resource Connection
- Standard Lewis and Clark County contract template used: YES ☐ NO ☒
 - Legal has completed review of agreement: YES ☒ NO ☐
- Procurement method: Small Purchase - Quote ☐ NOT APPLICABLE ☐ Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
- Purchase is exempt/exception from standard procurement procedures, per county policy: YES ☐ NO ☒
 - If YES, provide exemption/exception request form.

- Budget Authority: YES ☒ NO ☐ NOT APPLICABLE ☐
- Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? YES ☐ NO ☒
 - If YES, is project subject to \$50,000 performance and payment bond? YES ☐ NO ☐
- Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? YES ☐ NO ☒
 - If YES, submit CGR form to Finance Department.
- Is this contract funded through a grant? YES ☐ NO ☒ IF YES, COMPLETE NEXT PAGE.

Additional comments:

Signatures:

Kari DesRosier

Digitally signed by Kari DesRosier
Date: 2024.04.12 09:23:29 -06'00'

4/12/24

Elected Official/Department Director

Date

Casey Hayes

Digitally signed by Casey Hayes
Date: 2024.04.12 10:26:53 -06'00'

4/12/24

Purchasing Officer or Designee

Date

Frank Cornwell

Digitally signed by Frank Cornwell
Date: 2024.04.12 16:38:38 -06'00'

4/12/24

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? YES ☐ NO ☐
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? YES ☐ NO ☐
 - If YES, have these requirements been incorporated into the contract? YES ☐ NO ☐

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES ☐ NO ☐

FFATA Reporting Needed? YES ☐ NO ☐

Reporting Period:

Employee Assistance Program Service Agreement With

This Agreement is made between **Sapphire Resource Connection** (hereinafter SRC), a Montana corporation located at 406 Main Street, Stevensville, Montana, 59870, and **Lewis and Clark County** (hereinafter Client), a corporation with its principle offices at 316 N. Park Avenue, Helena, Montana. WHEREAS, SRC wishes to provide employee assistance counseling services to Client, and,

WHEREAS, Client is interested in obtaining the services of SRC for the purpose of providing the employee assistance benefit program,

THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. DEFINITIONS

- A. Program(s): As described within Exhibit A, Scope of Services.
- B. Member(s): Employees, spouses, domestic partners, and dependent children.
- C. Fee(s): Agreed-upon payments made by Client for the program made available to member(s) as set forth in Exhibit B.

2. SUPPORT RESPONSIBILITIES

- A. SRC shall assign an account manager with the responsibility of coordinating all services received by Client under this Agreement.
- B. Client shall designate a program manager to be the principal liaison with SRC regarding all matters pertaining to the operations of the program and delivery of services under the Agreement.
- C. SRC shall make available to Client copies of all sales promotional materials, including sales collateral material and presentations, to facilitate Client's promotion and communication of the program. All promotional materials related to this program shall be approved by the Client prior to utilization.

3. INFORMATION REPORTING AND SURVEYS

A. SRC will prepare and deliver reports of program utilization related to Exhibit A and Exhibit B as follows:

1. SRC Counseling

- a. Utilization
- b. Outcomes
- c. On a quarterly and annual basis

4. SRC SERVICE FEES AND PAYMENT TERMS

The fees payable to SRC for the program(s) are set forth in Exhibit B of this Agreement.

In the event that there is a change in utilization, either party may request, in writing, a renegotiation or adjustment of fees. Invoices will be generated monthly and submitted to Lewis and Clark County with detail at 316 N. Park Avenue, Helena, MT 59623 on or about the 3rd working day of the month for services provided during the previous month with payment due within 10 days from receipt of said invoice.

In the event work not included within the original scope of work documents is requested by Client, such additional work and the related compensation shall be agreed to in writing by both parties prior to commencement of the additional work.

In the event of a dispute regarding an invoice, the undisputed amount will be paid and SRC will be notified of the amount(s) in dispute and the basis of the dispute within a **fifteen (15)** day period.

Please remit payments to: Sapphire Resource Connection
 406 Main Street, Ste. A
 Stevensville, MT 59870
 Federal Tax ID #27-1932230

5. TERM AND TERMINATION

A. The term of the Agreement will be for a period of beginning on **July 1, 2024**, and ending on **June 30, 2027**.

B. Without cause, Client and/or SRC have the right to terminate this agreement by submitting written notification to the other party at least **sixty (60)** days prior to such termination.

6. INDEMNIFICATION

Each party agrees to indemnify and save harmless the other party, its officers, agents, and employees against and from any and all actions, suits, claims, demands, or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons; damages to property; or any violation of governmental laws, regulations, or orders including reasonable attorney fees and costs resulting from any negligent or willful act or omission or other breach of legal duty arising from performance of the obligations herein specified.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

A. Any and all information and data regarding the use of the program(s) by individual members is strictly confidential and will only be released upon receipt by SRC of a written consent from the member. **Such consent must be in writing and in a form approved by Client and SRC.** No other release will be made without the receipt by SRC of written consent from the member.

- B. Program utilization data will be provided to Client only in aggregate and anonymous form, except that, if an existing agreement between Client and its members authorizes the release of such data in some other form, the data will be provided to Client in such other form provided Client first furnishes SRC a copy of such agreement and warrants to SRC in writing that such agreement is valid, legal, and sufficient under all applicable laws to permit release of the data in such other form without liability to SRC.
- C. All SRC services and contents thereof (including but not limited to communications, materials, newsletters, and usage and impact reports) provided by SRC in connection with its program(s) are the sole property of SRC and may not be duplicated, copied, quoted from, or distributed outside of Client domain without prior written consent from SRC.
 - 1. All services and contents thereof in connection with SRC programs will be returned to SRC at such time as this agreement is terminated.
 - 2. Client will keep all SRC program materials, services, and contents strictly confidential and will not disseminate to any third party.
- D. All data and other information delivered to or obtained by SRC in connection with or arising out of the program(s) or SRC's performance of its obligations under this Agreement becomes the property of SRC.

8. REPRESENTATIVES

The representatives for purposes of this Agreement shall be **John A. Parsons**, M.S., CRC, EAP President (for SRC at 406-607-0342) and, **Kari DesRosier**, Human Resource Director (for Client at 406-447-8317). Whenever approval, authorization, or communication is required, such communication or submission shall be directed to the representatives and approvals or authorizations issued only by such representatives. Subsequent changes in representatives require written notification to the other party.

9. INSURANCE

Without limiting any of SRC's obligations hereunder, SRC and SRC-contracted counselors shall provide and maintain until the services are completed and accepted by Client, professional liability insurance adequate to secure its obligation hereunder. Client shall have the right to request proof of such insurance coverage and SRC shall be obligated to furnish such proof that will be maintained at SRC (see attached proof of insurance and Workers Compensation exemption waiver).

10. QUALITY OF SERVICE

SRC and SRC-contracted counselors shall perform services with care, skill, and diligence in accordance with the applicable licensures, certifications, and professional standards currently recognized by their respective professions.

11. INDEPENDENT CONTRACTOR

It is agreed that in the performance of the services herein specified, SRC and contracted counselors are independent contractors, responsible to Client only as to the results to be obtained in the services herein specified, and to the extent that the services shall be done in accordance with the terms, plans, and specifications furnished by Client.

12. LAWS AND REGULATIONS

SRC and contracted counselors agree to comply fully with all applicable state licensure requirements and all other applicable state and federal laws, regulations, and municipal ordinances.

13. SAFETY

Client considers the safety and welfare of all persons, and the preservation of property, paramount in the conduct of business, and SRC shall take all necessary precautions in performing the work hereunder to prevent injury to persons or damage to property.

14. ASSIGNMENT

SRC shall not assign this Agreement in whole or in part without the prior written consent of Client. Client shall not assign this Agreement in whole or in part without the prior written consent of SRC.

15. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the state of Montana.

16. SUBCONTRACTS

SRC may utilize subcontracted counselors to perform any work under this agreement. The Client retains the right to participate in the selection of subcontracted counselors servicing this agreement.

17. SEVERABILITY

If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall continue to be effective.

18. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

19. AMENDMENTS

This Agreement shall not be modified, amended, or changed in any respect except by a written document signed by all parties.

20. AUTHORITY

Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement, understands it, and agrees to be bound by it.

21. INTEGRATION

This Agreement constitutes the entire agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate this day of.

Lewis and Clark County
(Client)

By: _____

Title: _____

Date: _____

Sapphire Resource Connection, Inc.
(SRC)

By: Debra J. M.S., P.R.C.

Title: President

Date: February 17, 2024

EXHIBIT A – SCOPE OF SERVICES**SRC PROGRAM DESCRIPTIONS**

1. **Employee Assistance Program.** Negotiated and administered contracts with independent, licensed mental health therapists (SRC counselors).
 - A. EAP benefits are inclusive of up to four (4) therapeutic sessions per separate and distinct issue for the initial twelve (12) months and each and each successive contract period with an SRC counselor for employees, spouses, domestic partners and dependent children.
 - B. Employee Orientation(s). SRC can provide employee orientations and information focusing on the resources available to employees.
 - C. Supervisory Orientation(s). SRC can provide group supervisory orientation(s) focusing on the different types of resources available through our EAP and Workplace Services at additional cost upon request by the Client to SRC.
2. **Workplace Services.** SRC' expanded employer services offer expert guidance and support for dealing with today's challenging workplace issues.
 - A. Topical Training Programs. SRC can provide customized knowledge-based presentations to supervisor and employee groups on a variety of topics.
 - B. Management Consultation. SRC can provide manager and supervisor consultations. Guidance is available in how to handle sensitive workplace issue(s), ways to approach an individual, interpersonal conflict(s), and/or retention strategy(ies) .
 - C. Critical Incident Stress Debriefing (CISD). SRC can provide rapid, local, ongoing support, and assistance for addressing critical incidents in the workplace upon request of Client to SRC.
 - D. Substance Abuse Program Assessment (SAP) and Department of Transportation (DOT) Referrals. SRC can provide effective coordination of DOT and non-DOT SAP referrals and access to our qualified SAP counselors who provide written recommendations for treatment and coordination of compliance monitoring and reporting upon request of Client to SRC.
 - E. Leadership Skill and Organizational Development. SRC can provide forward-thinking and future planning workshops and seminars in executive, manager, and individual skill development; team building; strategic planning; policy consultation; and staff meeting facilitation. Guidance is available for all levels of leadership to refine skills in areas such as: dealing with challenges, assisting with change in management, and improving the organizational culture upon request of Client to SRC.
3. SRC provision of quarterly and annual utilization reports to Client.
4. On-line EAP services including EAP benefit reminder, counselor locator, *HELPGUIDE*, a topic-specific resource for mental health, healthy life styles and aging issues, *HEALTHY EXCHANGE*, on online quarterly EAP newsletter and EAP frequently asked questions (FAQ).
5. Call Center Line. 24-hour toll-free phone number will be provided to Client for after-hour needs (866) 767-9511.

EXHIBIT B – FEES/BILLING

1. **Employee Assistance Program.** The SRC EAP will generate a monthly invoice to be submitted to Lewis and Clark County with detail at 316 N. Park Avenue, Helena, MT 59623 on or about the 3rd working day of the month for services provided during the previous month with payment due within 10 days from receipt of said invoice.
 - A. Client shall provide SRC with the actual authorized number of employees upon request.
 - B. SRC will submit a monthly invoice for a service fee of **\$110 per clinical hour of service** rendered based on number of hours of service rendered the previous month.
 - C. The service fee will be invoiced on or about the 3rd day of the month. Payment is due within 10 days of the receipt of said invoice.
2. **Workplace Services** will be billed at the following rates:
 - A. Employee Orientation Session - **\$150.00 per hour**
 - B. Supervisory Training Session - **\$150.00 per hour**
 - C. Topical Training Programs – **\$150.00 per hour.**
 - D. On-site Worksite Intervention – **\$150.00 per hour.**
 - E. Critical Incident Stress Debriefings - CISD – **\$175.00 per hour.**
 - F. SAP Assessments and DOT Referrals – **\$600.00 per referral.**
 - G. Organizational Development – **\$150.00 per hour.**
 - H. SRC Preparation and Travel Time for the services – **\$80.00 per hour.**
Pricing does not include lodging, meal, and mileage expenses to be assumed by Client not to exceed the maximum federal per diem and mileage rates at the time of service.
3. Please remit payments to:

Sapphire Resource Connection
406 Main Street, Ste. A
Stevensville, MT 59870
Federal Tax ID #27-1932230



Elections Update. (Amy Reeves/Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will hear the update.

Legal Review Required:



Board Appointments. (Roger Baltz)

Presented By:

Summary:

- Heritage Preservation & Tourism Board
- Human Services Task Force
- Investment Committee
- Lincoln Solid Waste
- Weed Board

Legal Review Required:

ATTACHMENTS:

Description	Type
 Board Appointment Memo	Attachment



TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty
DATE: April 25, 2024
RE: Board Appointments

These candidates meet the qualifications for consideration of each board.

Heritage Preservation & Tourism Board

Jenn Vieth resigned with a term to expire June 30, 2024, and the position has been vacant since. Roger Dey applied.

Action

Staff recommends that the Commissioners consider Roger Dey for the position on the Heritage Preservation & Tourism Board to complete the vacant term that expires June 30, 2024.

Human Services Task Force

Sherri Downing termed out. Cheyanne Loney applied.

Action

Staff recommends that the Commissioners consider Cheyanne Loney for the position on the Human Services Task Force to a term that expires June 30, 2026.

Investment Committee

William Rust completed a partial term that expired December 31, 2023. He wishes to be reconsidered. There were no other applicants.

Action

Staff recommends that the Commissioners consider William Rust for the position on the Investment Committee to a full first term that expires December 31, 2026.

Lincoln Solid Waste Board

Crystal Hout completed a partial term that expired June 30, 2022. She wishes to be reconsidered. There were no other applicants.

Action

Staff recommends that the Commissioners consider Crystal Hout for the position on the Lincoln Solid Waste Board to a full first term that expires June 30, 2025.

Noxious Weed District Board

Dave Lewis, East Helena Valley Representative termed out. Shellie Haaland applied.

Action

Staff recommends that the Commissioners consider Shellie Haaland for the position on the Noxious Weed District Board as the East Helena Valley Representative to a term that expires December 31, 2026.