

STATE OF COLORADO JUDICIAL DEPARTMENT

REQUEST FOR PROPOSALS

Integrated Mental Health Liaison and Outpatient Treatment Services

Notice: Respondents must be registered as a Vendor with the Colorado Judicial Department’s Electronic Bidding System web site to receive addenda, modifications or notices that may affect your Proposal. To register visit:
[Bidnet Direct](#)

SOLICITATION NUMBER: 26015

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Section 1. Opportunity

- A. **Summary:** The State of Colorado Judicial Department, by and through the 2nd Judicial District Adult Probation Department, referred to herein as “the Department,” issues this Request for Proposals (RFP) to contract with a behavioral health treatment agency (Agency) that can provide both onsite mental health liaison services and direct access to outpatient treatment. The onsite mental health liaison (Clinician) must be employed by, or formally affiliated with, an agency capable of directly accepting referrals and providing treatment through its own program or network. The Agency should be able to triage clients quickly and offer comprehensive treatment and case-management services while working closely with the Department. This integrated model is designed to eliminate delays, improve care coordination, and hold providers accountable for quality, capacity and communication. A more detailed background and scope of work is posted in Section 5. Scope of Work.

Upon completion of the RFP and interview process, the Department may execute an Agreement with one (1) or more of the highest ranked Respondents, as determined by the Department.

- B. **Agreement Term:** The Department anticipates an initial agreement term of twelve (12) months with automatic renewals for four (4) additional periods of twelve (12) months, which may be exercised at the sole discretion of the Department.
- C. **Agreement Value:** The Department shall negotiate, with the recommended Respondent(s), a maximum amount payable for the entire term of the agreement including any renewal years. The Department does not guarantee any amount of spend under any agreement resulting from this solicitation. Further, the Department may award multiple agreements to multiple providers that add up to the total budget.

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Section 2. Administrative Information

- A. **Solicitation Terms and Conditions:** The Department's standard Solicitation Terms and Conditions apply to this solicitation and are incorporated by reference.

Respondents must review the terms prior to submitting a response:

[View Solicitation Terms and Conditions](#)

By submitting a response, the Respondent affirms that they have read and agree to all provisions of the solicitation, including the Solicitation Terms and Conditions. In the event of a conflict, the terms set forth elsewhere in the solicitation shall prevail.

- B. **Electronic Bidding System:** The RFP and accompanying documents are available on the [Department's Electronic Bidding System](#).
- C. **Technical Assistance:** Technical problems with the Department's Electronic Bidding System should be submitted to BidNet Direct at (800)835-4603. The Help Desk is available Monday through Friday 6:00 AM to 6:00 PM Mountain Standard Time.
- D. **Questions and Requests for Clarification:** If a Respondent identifies any discrepancy, ambiguity, omission, conflict, or other error in this RFP, or requires clarification regarding any requirement of this RFP, the Respondent shall submit a written inquiry through the Department's Electronic Bidding System no later than the deadline specified therein.

The Department reserves the right, but is not obligated, to respond to any inquiry. Questions submitted after the stated deadline will not be considered.

- E. **Addenda:** The Department may issue written addenda to clarify, interpret, modify, or revise this RFP. All addenda shall be posted to the Electronic Bidding System and shall become part of this RFP.

Respondents are responsible for monitoring the Electronic Bidding System for addenda and other solicitation notices prior to submission of a Proposal.

- F. **Communications Restrictions:** The Department shall not be responsible for, and Respondents shall not rely upon, any oral communication.

All communications regarding this RFP shall be directed solely to the Purchasing Agent identified in the Electronic Bidding System. Respondents shall not communicate regarding this RFP with Department personnel, evaluation committee members, or any other individual involved in the solicitation process.

Failure to comply with this provision may result in disqualification of the Respondent.

- G. **Submittal:** Proposals must be received by the date and time indicated within the Electronic Bidding System to be considered for award. Proposals must be submitted electronically via the Electronic Bidding System. Late Proposals received by any other means will not be accepted or considered for award. It is the Respondent's

responsibility to ensure that they leave adequate time to submit all materials electronically. The Electronic Bidding System will not allow submissions to be entered after the due date and time.

- H. **Proposal Validity:** Respondent's Proposal shall remain valid for one hundred eighty (180) calendar days from the final date Proposals are due for submission. By submission of a Proposal, Respondents guarantee that their offer is firm for one hundred eighty (180) calendar days from the Proposal due date. If an award is not made during that period, each Respondent shall automatically extend its offer for an additional one hundred twenty (120) days, unless Respondent indicates otherwise in writing to the Department at least thirty (30) days prior to the last day of the original one hundred eighty (180) calendar day validity period.
- I. **Requests for Confidential/Proprietary Information:** Any requested restrictions ON the use or inspection of material contained within the Proposal must be clearly stated in the Proposal itself. Written requests for confidentiality must be submitted by the Respondent with the Proposal. The Respondent must state specifically what elements of the Proposal are to be considered confidential/proprietary. **Confidential/proprietary information must be readily identified, marked with the solicitation number, and separated from the rest of the Proposal.** Co-mingling of confidential/proprietary and other information is NOT acceptable. Under no circumstances can an entire Proposal, or Proposal price information be considered confidential and proprietary. Any information that will be included in any resulting agreement cannot be considered confidential/proprietary.

The Department will make a written determination as to the apparent validity of any written request for confidentiality. In the event the Department does not concur with the Respondent's request for confidentiality, the written determination will be sent to the Respondent.

After award, the Proposals will be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

- J. **Opening of Proposals:** No public bid opening will occur. The Electronic Bidding System will maintain a list of all Respondents that becomes viewable after the submission date.
- K. **Oral Presentations/Site Visits/Discussions:** Following the initial screening of Proposals, the Department reserves the right to require, site visits, oral presentations or other discussions (Written or Oral) with individual Respondents. The purpose of any such discussions will be to promote understanding of the Department's requirements and the Respondent's Proposal and may result in modifications of commodities or services offered. No information derived from competing Proposals will be disclosed during such discussions. Any resulting changes to the initial Proposal must be submitted and confirmed in writing by the Respondent. The cost of any site visit, oral presentation or other discussion shall be paid by the Respondent for the entire evaluation committee. If the Department determines that interviews or presentations are required, selected Respondents will be notified in writing of the date, place, time and format of the interview or presentation. Failure to participate in such interviews or presentations shall result in a Respondent's disqualification from further consideration. If the Department desires to enter into oral presentations, site visits, or discussions they will do so with one or more Respondents, at their discretion.

- L. **Negotiations:** If the Department desires to enter into negotiations, they will do so with the highest rated Respondent, unless the intent is to award to multiple Respondent's, in which case the Department will enter into negotiations with those Respondents which it intends to issue an award.

If the Department enters into negotiations and no agreement is reached, the Department will cease negotiations with the first Respondent and then may enter into negotiations with the next highest rated Respondent or make no award under this RFP. The Department reserves the right to award the RFP, if any, without negotiations.

- M. **Cancellation of Request for Proposals:** The RFP may be cancelled in whole or in part either before or after opening of Proposals, at any time prior to execution of the agreement, if the Department determines in writing that such action is in its best interest, for reasons including but not limited to:

1. The supplies or services being procured are no longer required;
2. Funds for the procurement will not be available;
3. The RFP contained ambiguous or inadequate specifications;
4. The RFP did not provide for consideration of all significant factors;
5. Prices exceed available funds and it would not be appropriate to adjust quantities or qualities to come within available funds;
6. All otherwise acceptable Proposals received are at clearly unreasonable prices, or;
7. There is reason to believe that the Proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.

- N. **Cancellation Notice:** When a solicitation is cancelled, notice of cancellation shall be posted on the Electronic Bidding System.

- O. **Assignment and Subcontracting:** If the Respondent intends to use subcontractors to perform any of the requirements in the Scope of Work, then these subcontractors must be listed as a part of the Proposal. Subcontractors may not be changed without written approval from the Department.

- P. **Department's Standard Agreement:** The successful Respondent must execute the Department's contractor agreement. A sample version of the contractor agreement is available as a separate downloadable file in the Electronic Bidding System. The contractor agreement contains language which is standard to all Department agreements and generally is not negotiable. Exceptions taken to the contractor agreement language may affect the responsiveness of a Respondent's Proposal and prevent that Respondent from advancing in the evaluation process. Where a potential Respondent takes exception to contractor agreement language, the Respondent must provide the rationale supporting each exception, prepare and propose amended or substitute language and submit such information as "Exceptions to Agreement" with its Proposal. If a potential Respondent takes exception pursuant to the process outlined above, is informed by the Department that the proposed amended or substitute language is unacceptable, and thereafter cannot accept the contractor agreement language, then it is recommended that the Respondent not participate in this RFP process.

- Q. **Evaluation and Selection Process:** This RFP process is being undertaken to enable the Department to identify and recommend one or more finalist who have submitted a Proposal to provide the services that are the subject matter of this RFP process. A preliminary review of the basic responsiveness of the Proposal will be conducted to ensure all requirements of the RFP have been met.

1. An evaluation committee will judge the merit of Proposals received according to the evaluation criteria defined in the RFP. The recommendations of the evaluation committee will be forwarded to the contract owner or committee chair for review and final approval.
2. Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the Proposal.
3. The sole objective of the evaluation committee will be to recommend the Proposal(s) most responsive to the Department's requirements within the budget established for the RFP. The specifications within this RFP represent the minimum performance necessary for an acceptable response.
4. During or after the evaluation of written Proposals, discussions may be conducted with Respondents who submit Proposals determined to be reasonably susceptible of being selected for award. The evaluation committee may request a meeting if clarification discussions are needed. The evaluation committee may short-list Respondents to this RFP in an effort to identify the highest ranked Respondents, who may then be requested to interview with the committee. After the discussions and/or interviews, the Proposals will be ranked based on the same criteria and the top-ranked Proposal(s) will be recommended by the evaluation committee to begin agreement negotiations.
5. Specific evaluation criteria are outlined in the section entitled Evaluation Criteria.
6. Agreement(s) may be awarded to the Respondent(s) whose Proposal(s), conforming to this RFP, will be the most advantageous to the Department, price and other factors considered. Due to the evaluation procedure for the Proposal, lowest dollar price MAY or MAY NOT indicate the successful Respondent(s). Price constitutes only one of several evaluation criteria.

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Section 3. Proposal Contents

Respondents are required to follow the format and process specified below. To assist with the Proposal preparation, the Department has created a “Submission Packet” available as a separate downloadable file in the Electronic Bidding System. Respondents must utilize this packet to complete and submit their response. The Submission Packet includes a checklist and required forms (as listed in Sections 3.A.).

The content of the Proposal must be clear, concise and complete. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. The Proposal shall be organized to correlate with the following sections:

- A. **Submission Packet:** Each Proposal shall be submitted with the following completed documents, most of which are included in the downloadable Submission Packet:
 - 1. Submission Checklist;
 - 2. Cover Letter;
 - 3. Business Organization Statement;
 - 4. IRS Form W-9;
 - 5. Affidavit of Non-Collusion;
 - 6. Exceptions to Agreement;
 - 7. Acknowledgment and Attestation Statement;
 - 8. Subcontractor Information;
 - 9. Colorado Secretary of State Certificate of Good Standing; and
 - 10. Exhibit C. Pricing Response Section.

- B. **Evaluation Criteria:** Provide all information requested in Section 4 below entitled “Evaluation Criteria.” The Proposal shall be limited to a maximum of twenty (20) pages. The page count does not include: Section 3.A. (Submission Packet), table of contents, and resumes.

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Section 4. Evaluation Criteria

A. Pass/Fail Requirements

1. Acknowledgment and Attestation Statement

Has the Respondent completed and submitted the Acknowledgment and Attestation Statement included in the Submission Packet, attesting that the Agency and all personnel performing services:

- Hold all required professional licenses and certifications;
- Are in good standing with the Behavioral Health Administration (BHA) and the Department of Regulatory Agencies (DORA); and
- Will notify the Department of any change in licensure, certification, or standing during the contract term?

2. Qualified Treatment Agency

Does the Respondent operate an outpatient behavioral health treatment program or maintain a network of treatment providers capable of delivering outpatient behavioral health services and accepting referrals from the Department?

3. Staffing Plan

Can the Respondent provide a primary onsite clinician who meets the minimum qualifications specified in the RFP and the required onsite services?

B. Scored Criteria:

1. Integrated Service Model

- a. Onsite Mental Health Liaison Services – Outline the Clinician’s primary duties, including conducting intake evaluations, providing crisis intervention, consulting with Department staff, and participating on unit teams. Describe how quality assurance will be monitored and maintained.
- b. Referral Process – Explain how the Clinician will directly refer clients into the Agency’s treatment program or network, including how referrals will be expedited, tracked, and coordinated between the onsite clinician and offsite treatment providers.
- c. Treatment Access – List available outpatient services (e.g., individual/group therapy, psychiatric services, medication management) and describe how clients are prioritized for access. Specify which services are available in languages other than English.

2. Treatment Approach

- a. Intake Evaluation and Assessments – Summarize the intake evaluation process and identify the differential assessments used to determine eligibility and develop treatment plans. Differential assessments may include but not limited to those that measure: risk/criminogenic needs, substance use, motivation, mental health, cognitive functioning, and include client self-assessments.
- b. Cultural Responsiveness – Describe how the program will address the unique needs of the target population, including cultural, gender, language, and other diversity considerations.

3. Organizational Experience and Resources

- a. Operational Capacity – Identify the number of employees, physical service locations, and partnerships with community providers.
- b. Experience in Justice Settings – Summarize the Agency’s experience providing similar services to courts or criminal justice agencies over the past (3) years.

4. Clinician Qualifications and Experience

- a. Primary and Backup Clinicians – Provide qualifications and expertise for the primary onsite clinician and any backup personnel, including education, licensure, certifications, and professional credentials.
- b. Relevant Experience – Detail years of experience of the primary clinician in behavioral health assessments, treatment, case management, and related services; experience working with justice involved populations (probation, specialty courts, or other criminal justice programs); and experience conducting screenings, assessments, intakes, and referrals.
- c. Knowledge and Engagement Skills – Describe the primary clinician’s knowledge of community-based behavioral health resources and treatment systems, and the ability to engage clients, facilitate access to treatment, and support successful outcomes.

5. Cost Proposal

- a. Fee Structure – Present a clear fee proposal, indicating whether pricing is bundled (e.g., all inclusive monthly rate) or unbundled (separate fees for liaison services, evaluations, treatment sessions). Respondent must use “Exhibit C. Pricing Response Section” template provided as a separate download.
- b. Billing and Costs – Explain how Medicaid or other insurance will be billed for eligible clients and identify which costs the Department will be invoiced for when treatment is provided.
- c. Fee Policies – Discuss policies related to any sliding scales or client self-pay expectations.

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Section 5. Scope of Work

The Scope of Work below is intended to describe the Department's needs and objectives. The final Scope of Work in any resulting agreement will be negotiated between the Department and the awarded contractor(s), considering this Scope of Work, the Respondent's Proposal and other factors.

A. **Purpose:** The Contractor shall provide integrated mental health liaison (Clinician) and outpatient treatment services to adult clients supervised by the 2nd Judicial District Adult Probation Department, referred to herein as "the Department," presently located at: 303 W. Colfax Ave., 5th Floor, Denver, Colorado 80204. The Clinician must be onsite at the Department twenty (20) hours per week and be able to directly refer clients into the Contractor's treatment program or network for expedited assessment and care. Services will emphasize collaboration, evidence-based practices and timely communication with the Department. The Contractor must adhere to all applicable regulations and maintain required licensure.

B. **Scope of Contractor's Responsibilities, Contractor- Provided Services, and Contractor-Provided Deliverables:**

1. **Organizational Requirements:**

- a. Licensure & Compliance
 - i. Maintain all required professional licenses and stay in good standing with the Behavioral Health Administration (BHA), the Department of Regulatory Agencies (DORA), and other relevant boards.
 - ii. Notify the Department immediately of any changes in licensure or organizational status.
 - iii. Notify the Department of any action against the license of any evaluator or any change in staff assignment or organizational structure.
 - iv. The Contractor must secure Department approval before assigning the contract or merging/dissolving the business.
- b. Treatment Program & Network
 - i. Maintain an outpatient behavioral health program and/or a network of providers to ensure capacity for Department referrals.
 - ii. Provide a written description of the treatment philosophy or model upon request.
- c. Staffing & Supervision
 - i. Assign a licensed mental health clinician to work onsite twenty (20) hours per week.
 - ii. Provide supervision and a contingency plan for clinician absences. Make substitute clinicians available when necessary.
- d. Quality Assurance
 - i. Promote high program standards and comply with the Department's quality-assurance measures.
- e. Insurance and Payments
 - i. Seek reimbursement from Medicaid or other insurance whenever possible.
 - ii. Language interpretation fees must be built into normal business costs.

2. **Onsite Mental Health Liaison Services**

The Clinician shall:

- a. Client Access and Navigation
 - i. Prioritize qualifying clients for immediate intake, conduct intake evaluations and differential assessments to identify behavioral health needs. Complete evaluations within a reasonable timeframe and maintain professional documentation.

- ii. Directly refer clients into the Contractor's outpatient treatment program or network and track referral outcomes.
 - iii. Assist clients in accessing mental health, medical and benefit services through the Contractor's program or other community agencies.
- b. Crisis Intervention
 - i. Provide crisis intervention onsite and coordinate with mobile crisis providers when necessary.
 - ii. Facilitate emergency referrals for psychiatric or medical care and document actions taken.
- c. Case Coordination
 - i. Participate in Department meetings as needed to promote program standards and open communication.
 - ii. Provide consultation on mental health related client topics.
 - iii. Communicate with therapists, nurses, and psychiatrists at the Contractor's location(s) to gather information as needed.
 - iv. Enter case notes in the Contractor's case-management system and ensure the Department access with signed releases.
- d. Benefits & Resource Coordination
 - i. Assist clients in identifying and applying for housing, income, medical and other benefits.
 - ii. Help clients locate resources for basic needs such as food, clothing, shelter and employment.

3. **Assessment and Treatment Services:**

- a. Treatment Evaluation
 - i. Complete a written evaluation and provide it to Probation within three (3) weeks of referral when possible.
 - ii. Include chief complaint, presenting problem(s), education/employment history, strengths, mental and physical health history, psychosocial and substance use history, clinical impressions, cultural factors, diagnosis and treatment recommendations.
- b. Differential Assessments
 - i. Utilize tools measuring risk, substance use, motivation, mental health, cognitive functioning and self-assessments. Provide results to the Department upon request.
- c. Treatment Planning
 - i. Develop treatment plans within thirty (30) days of intake with client input.
 - ii. Plans must include treatment level, contacts, objectives/ modalities, identified strengths, goals for risk reduction and personal change, and aftercare planning.
 - iii. Plans should be signed by the client and updated as needed.
- d. Treatment Services
 - i. Provide or coordinate individual and group therapy, substance-use treatment (when needed), psychiatric referrals, medication support and ancillary services.
 - ii. Maintain fidelity to evidence-based curricula and incorporate cultural and gender responsiveness.
 - iii. Offer telehealth options and accommodate languages other than English.
 - iv. Provide a discharge plan upon completion of treatment and inform the Department of referrals for adjunct services.

4. **Reporting and Communication:**

- a. Confidential Communication
 - i. Comply with HIPAA and maintain well-documented communications.
 - ii. Establish preferred methods of correspondence with the Department.

- b. Attendance & Progress Reporting
 - i. Submit individualized monthly progress reports by the 10th of each month, including attendance, session types, progress on treatment competencies, motivation, recommendation for adjunct services, fee compliance and any issues or concerns.
 - ii. Provide problem-solving court (PSC) client updates at least twenty-four (24) hours before each court appearance, including scheduled sessions, attendance and medication-assisted treatment compliance.
 - c. Notification Obligations
 - i. Notify the Department within seventy-two (72) hours if a client fails to appear or is discharged for non-compliance.
 - ii. Report any urgent concerns about a client's compliance or risk level within twenty-four (24) hours.
 - iii. Return calls or emails from the Department within three (3) business days.
 - d. Documentation
 - i. Provide copies of reports (intake evaluations, treatment agreements, individual treatment plans) within five (5) business days when requested.
 - ii. Make unsatisfactory discharge summaries available, identifying reason for discharge, date, outstanding treatment goals and engagement attempts.
 - e. Other Reporting
 - i. Annually report the average daily program population.
 - ii. Allow Department staff to attend and observe group sessions.
 - iii. Report any changes to intake times or locations.
5. **Additional Services:** If and when Department requests Contractor to provide services in addition to those specified above, Contractor shall develop a work plan detailing the specific tasks to be completed and providing a detailed not-to-exceed budget for performing such tasks. Contractor shall not perform any Additional Services until Department has issued a written notice-to-proceed with the execution of the work plan. Contractor will not be authorized to perform or invoice Department for any work not specifically authorized in the Department's notice-to-proceed.

C. Non-financial Obligations of the Department:

1. The Department will provide the Contractor with appropriate accommodations within the 2nd Judicial District Adult Probation Department facilities for the performance of services. This includes: a designated workspace, access to a telephone, and basic office supplies reasonably required for daily operations.
2. The Department will facilitate coordination between the Contractor and Department personnel to support integrated service delivery.
3. The Department will provide referrals of clients to the Contractor for services; however, there is no guarantee of a minimum number of referrals.
4. The Department will obtain and provide the appropriate Releases of Information (ROI) from clients, as required, and share relevant client information.
5. The Department will engage collaboratively with the Contractor to support effective implementation and continuous improvement of services.

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