

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of Adult Mental Health Services**

RFP 200708022

Community Employment Services

REQUEST FOR PROPOSAL INSTRUCTION PACKAGE

Approved by State Purchases Review Committee – August 9, 2007

Bidders' Conference: **August 22, 2007 at 1:00 p.m.** local time
East Side Complex, Marquardt Building, Room 1A (First Floor)
32 Blossom Lane, Augusta

Deadline for Written Questions: **August 27, 2007**, 4:00 p.m. local time

Letter of Intent Due: **September 21, 2007**, 5:00 p.m. local time

Request RFP Package, Submit Written Questions—TO:

CONTACT PERSON: Rachel E. Hoar, RFP Manager
Division of Purchased Services-DHHS
32 Blossom Lane – Marquardt BLDG, 2ND Floor
11 State House Station
Augusta ME 04333-0011

Tel: (207) 287-5053 e-mail: Rachel.E.Hoar@maine.gov Fax: (207) 287-5031
For the Deaf or Hard of Hearing: 1-800-606-0215

Completed Proposals Due: **October 22, 2007**, not later than 2:00 p.m. Local Time
AT

Division of Purchases, Bureau of General Services
Burton M. Cross Building, 4th Floor, 111 Sewall Street
9 State House Station, Augusta ME 04333-0009

TABLE OF CONTENTS

	Page
PART I. Introduction	
A. Purpose and Scope of Work	1
B. Background	2
C. Eligible to Submit Bids	4
D. Funding	5
E. Target Populations.....	5
F. Performance Based Contracting and Performance Indicators.....	8
PART II. Proposal Submission Requirements	
1. General Provisions	10
2. Registration as Interested Party and Access to RFP Documents on the Internet	10
3. Bidders Conference	11
4. Questions	11
4.1 General Instructions	11
4.2 Written Questions Due	11
4.3 No Additional Questions.....	11
4.4 Summary of Questions and Answers (Q&A).....	12
4.5 Distributing Questions and Answers.....	12
5. Letter of Intent.....	12
5.1 Letter of Intent Due	12
5.2 Content	12
5.3 Submitting the Letter of Intent	12
5.4 Single Letter of Intent Filed	12
6. Submitting the Proposal	13
6.1 Proposals Due.....	13
6.2 Mailing/Delivery Instructions	13
6.3 Proposal Format	13
7. Proposal Evaluation and Selection.....	14
7.1 Evaluation Process - General Information	14
7.2 Scoring Weights and Process	15
7.3 Selection and Award	16
7.4 Appeals.....	16
PART III. Proposal Content – Information Required from Bidders	
Section I. Organization Qualifications and Experience.....	17
1. Description of the Organization	17
1.1 Organization Description and Qualifications	17
1.2 Experience With Similar Projects	17
2. Personnel: Qualifications and Management.....	18
2.1 Organization Structure	18
2.2 Key Staff	18
2.3 Uniform Job Description.....	18
2.4 Recruitment and Training of Employment Specialists	18
2.5 Staffing Plan.....	18
2.6 Supervision.....	18

Section II. Scope of Services and Implementation.....	19
1. Services to be Provided.....	19
1.1 Location of Employment Specialists.....	19
1.2 Integration with Existing Employment Support Services.....	19
1.3 Training and Education Opportunities.....	20
1.4 Uniform Standards and Support Mechanisms.....	20
1.5 Consumer Employment Support Services.....	20
1.6 Employer and Business Outreach Plan.....	21
1.7 Implementation: Work Plan.....	21
2. Quality of Services.....	22
2.1 Performance Indicators – Desired Consumer Outcomes.....	22
2.2 Measuring Outcomes.....	22
Section III. Cost Proposal.....	22
1. Budget Narrative – General Instructions.....	22
1.1 Budget Narrative.....	22
1.2 General Instructions.....	22
2. Budget Forms.....	23
Section IV. Proposal Attachments.....	31
PART V. Contract Administration and Conditions.....	32
1. Contract Effective Date – Project Commencement.....	32
2. Standard State Agreement Provisions.....	32
2.1 Agreement Administration.....	32
2.2 Program Administration.....	33
2.3 Standard Contract Requirements.....	33
Riders B and C.....	34
PART VI. Bibliography – On-Line Resource Materials Referenced in this RFP.....	41
PART VII. APPENDICES.....	42
Appendix A Proposal Cover Page and Required Forms.....	42
Appendix B Memorandum of Understanding (DoL/Bureau of Rehabilitation and DHHS/Office of Adult Mental Health Services.....	55

Maine Department of Health and Human Services
RFP 200708022
Community Employment Services

PART I. INTRODUCTION

A. Purpose and Scope of Work

The Maine Department of Health and Human Services (DHHS), Office of Adult Mental Health Services (OAMHS) is seeking proposals to provide the services defined in this Request for Proposals (RFP). This document details the expectations, guidelines, and instructions for submitting proposals in response to this Request for Proposals.

1. **Staffing:** The Department will contract with one entity that will be responsible for all requirements of this RFP, by establishing a staff of Employment Specialists. The selected provider will hire, train, place and supervise one Employment Specialist (ES) in each of the seven Community Service Networks (CSN's). Each ES must be placed in an agency licensed as a Section 17 Community Support Services provider and holding a current contract with DHHS to provide one or more of the following services: Community Integration or Intensive Community Integration. (See chart of Community Service Networks, below.)
 - a. The Employment Specialist will be a full time 40 hour per week employee.
 - b. 90% of the Employee Specialist's time will be devoted to employment-related activities, including but not limited to the following duties:
 - i. job developer and a limited-time job coach for a caseload of 15 consumers
 - ii. employment resource to agency Community Support staff
 - iii. developing linkages to community providers and employers.

Job development is the service that assists consumers with disabilities in finding a job. Job development may include, but is not limited to: assessing the consumer's preferences, aptitudes and challenges – for a specific job as well as social and emotional factors that will affect success on that job, identification of potential employers consistent with the consumer's preferences, aptitudes and challenges, negotiating the job placement with the employer and consumer, and providing short-term job coaching to ensure a successful placement.

Job coaching is the service that provides individualized support, on or off the job site, to consumers who require additional support to retain employment. Job coaching is a goal-oriented service with specific individualized plans that identify the type, level, and duration of supports. Job coaching is primarily provided in inclusive employment settings with the business as the employer, with the goal of decreased external supports as natural supports are increased over time.

- c. Provide ongoing supervision to the Employment Specialists to ensure that the standards and practices are followed; review and modify the standards and practices as needed.

2. **Scope of Work:** The Department is seeking proposals to provide the following employment support services to consumers receiving or eligible for Section 17 Community Support Services:
 1. Develop a strategy for placement of Employment Specialists in CSNs;
 2. Develop mutual referral and service coordination mechanisms with community providers, including the Division of Vocational Rehabilitation (DVR), and OAMHS Vocational Support Coordinators. See OAMHS/BRS Memorandum of Understanding in Appendix B.
 3. Conduct provider and community education in each CSN regarding employment and individuals with psychiatric disabilities. This activity includes both the agency housing the Employment Specialist, employment provider agencies including the Division of Vocational Rehabilitation and Career Centers, as well as community education for businesses and employers.
 4.
 - a. Develop and implement uniform standards and practices and supervisory mechanisms for the Employment Specialists hired pursuant to this RFP; AND
 - b. Develop program consultation mechanisms with the ten Employment Specialists currently working in Assertive Community Treatment (ACT) Teams, regarding the standards and practices developed for the seven new Employment Specialists, to result in both integrated training opportunities and also a statewide and uniform set of standards and practices for all 17 Employment Specialists working in Section 17 Community Support programs funded by the Office of Adult Mental Health Services (OAMHS).
 5. Provide direct, short-term employment support services to consumers via the Employment Specialist;
 6. Develop and implement an Employer and Business Outreach Plan for each CSN.

B. Background

As part of its obligations under the AMHI Consent Decree DHHS is “required to make reasonable efforts to fund, develop, recruit and support an array of vocational services to meet class members’ needs as identified in their ISPs.” (Individual Support Plan) In its Consent Decree Plan of October 13, 2006, approved by the Court Master, OAMHS committed to several activities designed to increase the employment opportunities of consumers with psychiatric disabilities. These activities include:

1. Providing training and education to community support staff about the importance of employment to recovery and the engagement of the consumers in discussions about work.
2. Funding additional Community Work Incentive Coordinators (CWIC’s) - formerly known as Benefit Specialists – to provide consumers with better access to information about earned income in relation to cash and medical benefits.
3. Updating the memorandum of agreement between the Department of Health and Human Services OAMHS and the Department of Labor Bureau of Rehabilitation Services (BRS) to align the services of both agencies so that consumers will experience minimal or no barriers or delays in moving from one to the other. (Attached: Appendix B)
4. Contracting for seven Employment Specialists to be housed in a community support agency in each CSN. The Employment Specialist will provide direct employment services to

consumers, be a resource to community support workers and treatment teams throughout the agency as well as providing consultation for other adult mental health agencies.

These activities are designed to complement each other and to complement the existing employment supports available through the Division of Vocational Rehabilitation (DVR) in the Maine Bureau of Rehabilitation, and the Long Term Employment Support Program in OAMHS. The first three of the activities described above have been completed. This RFP is for the Employment Specialist activities described in #4 above.

The seven Employment Specialists hired pursuant to this RFP will become part of an existing network of employment services for consumers receiving other OAMHS funded services. The major source of funding for employment services for these consumers is the Division of Vocational Rehabilitation (DVR). DVR assists individuals with disabilities to choose, prepare for, and obtain and maintain competitive employment commensurate with their interests and abilities through an Individualized Plan for Employment (IPE) that addresses the disability-related barriers to successful employment. Services identified in an IPE are individualized and may include counseling, training, medical treatment, assistive devices, job placement assistance, and other services. As described in the attached Memorandum of Understanding the Employment Specialists and the local DVR Counselors will coordinate their services if a consumers consents to this arrangement

DVR services are delivered through ten office locations in Maine which co-located with the Department of Labor's Career Center offices. Career Centers provide extensive employment-related information to employers and people looking for jobs, and can be a very useful resource for consumers with psychiatric disabilities.

OAMHS funds a statewide Long Term Employment Support program through its Regional Offices in Bangor, Augusta and Portland. Long Term Employment Support is usually in the form of a job coach who will assist consumers who are employed and are receiving or eligible for Section 17 services to maintain employment. This program will be available to provide Long Term Employment Support to consumers referred by the Employment Specialists funded pursuant to this RFP.

Each of the ten Assertive Community Treatment (ACT) teams in Maine includes an Employment Specialist as a team member. Only consumers receiving ACT services are eligible for employment support services from the ACT Team Employment Specialist. Consumers receiving ACT Team Employment Specialist services may be referred to the Long Term Employment Support program described above.

The seven Employment Specialists funded pursuant to this RFP will add new job assessment and job development capacity to this network. This addition will enable some consumers to receive employment support services without entering the DVR system, which currently has a wait list of approximately 4 months. OAMHS expects that consumers who become employed as a result of the new Employment Specialist services, and who require employment support in order to maintain their employment, will be referred to the OAMHS Long Term Employment Support program. The rationale for this transition is to enable the Employment Specialist to focus on job assessment and development activities for which DVR has a waiting list. There is no waiting list for OAMHS Long Term Employment Support.

Community Service Networks (CSN)			
CSN	Counties in CSN	DHHS Office(s) (* Employment Support (**) BRS Offices	Current ACT Team Employment Specialists within each CSN
CSN 1	Aroostook	Houlton(**DVR), Caribou, Fort Kent Presque Isle (**DVR/DBVI)	NONE
CSN 2	Penobscot, Piscataquis, Washington, Hancock	Bangor (*) (**DVR/DBVI) Machias (**DVR), Ellsworth (**DBVI)	Community Health & Counseling, Bangor (1)
CSN 3	Kennebec Somerset	Augusta (*) (**DVR/DBVI) Skowhegan (**DVR)	HealthReach, Augusta (1)
CSN 4	Knox Lincoln Sagadahoc Waldo	Rockland (**DVR/DBVI)	NONE
CSN 5	Androscoggin Franklin Oxford	Lewiston (**DVR/DBVI)	Tri-County Mental Health Lewiston/Auburn (2)
CSN 6	Cumberland (except Bridgton, Harrison, Naples, and Casco, included in CSN 5)	Portland (*) (**DVR/DBVI)	Maine Medical Center, Portland (2) Catholic Charities Support & Recovery Svcs., Portland (1) Sweetser, Brunswick (1)
CSN 7	York	Biddeford Sanford Saco (**DVR)	Counseling Services, Inc Saco (1) Springvale (1)
<p>* Employment Support Services offered by DHHS Office of Adult Mental Health Services. ** BRS: Bureau of Rehabilitation Services includes programs of Div. of Vocational Rehabilitation (DVR), and Div. for the Blind and Visually Impaired (DBVI).</p>			

C. Eligible To Submit Bids

In order to submit a bid in response to this RFP, respondents must meet the following requirements:

1. Possess current Maine license to provide Section 17 Community Support Services;
2. Possess a current contract with the Department to provide one or more of the following Section 17 Community Support Services as defined in the MaineCare Benefits Manual: <http://www.maine.gov/sos/cec/rules/10/144/ch101/c2s017.doc>
 - a. Community Integration services; (17.04-1)
 - b. Intensive Community Integration services (17.04-2)
 - c. Assertive Community Treatment services (17.04-4)
3. Possess current Commission on Accreditation of Rehabilitation Facilities (CARF) Community Employment Certification.

The contract issued pursuant to this RFP will be between the Department and one accountable entity. The selected bidder may not subcontract any of the responsibilities required in fulfilling the scope of service defined in this RFP.

D. Funding

OAMHS is seeking creative and cost efficient proposals to carry out the requirements of this RFP for an anticipated contract period of 18 months beginning **January 1, 2008**, through **June 30, 2009**. The source of funds for the services described in this RFP is State of Maine General Funds. The maximum amount of funding available for a twelve-month contract year is **\$575,000**, including all start up costs. Funds (including start-up costs) through the end of State Fiscal Year 2008 will be prorated from the actual contract start date through June 30, 2008.

Please note that this estimated contract start date may need to be adjusted, in order to complete all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of this Agreement to be awarded, as defined above, the contract may be renewed annually for up to four additional years, subject to continued availability of financing and satisfactory performance.

E. Target Populations

The consumers eligible to receive the employment support services funded pursuant to this RFP are those currently receiving or eligible to receive MaineCare Section 17 Community Support Services, except for those receiving ACT services. Consumers receiving ACT services are ineligible for the employment services funded pursuant to this RFP because they are eligible for identical services through the ACT team.

The Employment Specialist's caseload will consist of at least 15 eligible consumers at all times, who are receiving the referenced services from any agency within the CSN that has a current DHHS contract to provide those services. All consumers receiving employment support services pursuant to this RFP who are also receiving Section 17 Community Support services must have an Individual Support Plan (ISP) meeting all applicable OAMHS guidelines with the agency that provides their Section 17 Community Support service.

On the following pages, we provide some charts summarizing the numbers of people who are either potentially eligible to receive or are currently receiving the categories of service that are referenced in this RFP.

Maine: Serious Mental Illness Estimates Persons Potentially Eligible for Case Management Services

Based on 2000 Census Data

Community Service Network	County	Total Population	Total 18 and Over	SMI EST 18 and Over	Total Age 18-61	SMI EST Age 18-61	Total 62 Years and Over	SMI EST 62 and Over
1	Aroostook	73,938	57,218	3,090	42,446	2,292	14,772	798
2	Washington	33,941	26,160	1,413	19,286	1,041	6,874	371
2	Hancock	51,791	40,248	2,173	30,592	1,652	9,656	521
2	Penobscot	144,919	111,819	6,038	89,269	4,821	22,550	1,218
2	Piscataquis	17,235	13,201	713	9,712	524	3,489	188
2	<i>Total</i>	<i>247,886</i>	<i>191,428</i>	<i>10,337</i>	<i>148,859</i>	<i>8,038</i>	<i>42,569</i>	<i>2,298</i>
3	Kennebec	117,114	89,187	4,816	69,613	3,759	19,574	1,057
3	Somerset	50,888	38,325	2,070	29,732	1,606	8,593	464
3	<i>Total</i>	<i>168,002</i>	<i>127,512</i>	<i>6,886</i>	<i>99,345</i>	<i>5,365</i>	<i>28,167</i>	<i>1,521</i>
4	Knox	39,618	30,759	1,661	22,757	1,229	8,002	432
4	Lincoln	33,616	25,989	1,403	18,868	1,019	7,121	385
4	Sagadahoc	35,214	26,140	1,412	20,959	1,132	5,181	280
4	Waldo	36,280	27,504	1,485	21,506	1,161	5,998	324
4	<i>Total</i>	<i>144,728</i>	<i>110,392</i>	<i>5,961</i>	<i>84,090</i>	<i>4,541</i>	<i>26,302</i>	<i>1,420</i>
5	Androscoggin	103,793	78,957	4,264	86,361	4,663	17,432	941
5	Franklin	29,467	22,538	1,217	17,616	951	4,922	266
5	Oxford *	54,755	41,521	2,242	31,163	1,683	10,358	559
5	Cumberland Towns*	13,941	10,594	572	8,230	444	2,364	128
5	<i>Total</i>	<i>201,956</i>	<i>153,610</i>	<i>8,295</i>	<i>143,370</i>	<i>7,742</i>	<i>35,076</i>	<i>1,894</i>
6	Cumberland *	251,671	193,056	10,425	146,061	7,887	38,765	2,093
7	York	186,742	140,469	7,585	110,388	5,961	30,081	1,624
State Total	Maine	1,274,923	973,685	52,579	757,953	40,929	215,732	11,649

* Population from the following Towns are included in CSN 5 and excluded from CSN 6

Bridgton, Harrison, Naples, Casco

**Based on an estimated SMI rate of 5.4% for adults

(federal Substance Abuse and Mental Health Services AdministrationSAMHSA)

**FY 2006 MaineCare Data
Adults Currently Receiving Specific Levels of
Case Management Services**

County	Number Served (Unduplicated by area)				
	ACT	CIS	ICI	ICM	Total*
ANDROSCOGGIN	100	819	13	29	961
AROOSTOOK	1	709	2	8	720
CUMBERLAND	204	1,605	329	53	2,191
FRANKLIN	5	183		2	190
HANCOCK	1	232	36	11	280
KENNEBEC	80	1,192	7	44	1,323
KNOX	1	223	2	14	240
LINCOLN	7	84	3	4	98
OXFORD	2	363	32	6	403
PENOBSCOT	57	1,923	178	10	2,168
PISCATAQUIS		161	1	1	163
SAGadahoc	23	119	33	4	179
SOMERSET	1	393	3	14	411
WALDO		131	3	14	148
WASHINGTON		206	2	3	211
YORK	152	1,233	427	14	1,826
NOT IN STATE	3	49	7	3	62
COUNTY UNKNOWN	4	51	9	1	65
Total	641	9,676	1,087	235	11,639

*Totals may not be an unduplicated count as their could be overlap across services.

Categories of Case Management Services

ACT: Assertive Community Treatment

CIS: Community Integration Services

ICI: Intensive Community Integration

ICM: Intensive Case Management

F. Performance-Based Contracting and Performance Indicators

The Department is committed to securing services that are the highest quality, that are delivered in an effective and efficient manner, and that have clearly measurable outcomes.

State law requires that services contracted for by the Department of Health and Human Services be “performance-based.” The Maine State Legislature defines performance contracting as: *An agreement for the purchase of direct client services employing a client-centered, outcome-oriented process that is based on measurable performance indicators and desired outcomes and includes the regular assessment of the quality of services provided.*

The intent is to focus on the improvement of outcomes (results) for the persons who use the services, rather than upon outputs (levels of effort) by the service providers. The Department has developed the following goal and performance indicators for the program that is the subject of this Request for Proposals (RFP). Proposals will be evaluated for the degree of responsiveness in meeting these desired outcomes.

F.1. Goals and Indicators

Goal I: Recipients of Section 17 Community Support Services will receive a vocational screening with follow-up employment support services provided if desired by the consumer.

Indicators:

1. #'s of consumers who received vocational screenings
2. #'s of consumers who received vocational assessments

Goal II: 15% of consumers receiving employment support services from an Employment Specialist will be employed - part time or full time - within 12 months of initiation with the Employment Specialist.

Indicators:

1. #'s of consumers reporting part time employment
2. #'s of consumers reporting full time employment
3. #'s of consumers reporting other job related activity, including employment related education or job training.
4. % of consumers reporting satisfaction with services received from Employment Specialist

F.2. Performance Targets

In the Proposal Content instructions, bidders will be asked to develop individual Performance Targets that will demonstrate their consumers' progress toward achieving their goals. Performance targets quantify the consumer outcomes proposed, estimating the number of successful outcomes, sometimes over progressive stages of a program, which must be measurable. A good performance target has the following characteristics:

- a. It is realistic considering the characteristics of the service recipients involved and the resources your organization will bring to bear. The target should be reasonably ambitious, but it must fit the consumer.
- b. It is measurable and verifiable, meaning that you can provide evidence that shows that the target was indeed achieved. If you cannot verify it, chances are the target is too vague or subjective.
- c. There is a baseline of behavior against which the target demonstrates improvement.
- d. It reflects improvement in one of the program goals or indicators (identified within this RFP).

Example:

- *Of ___[number]___ of Refugee New Arrivals enrolled in English for Speakers of Other Languages programs, ___[number or percent]___ will accomplish a working knowledge of Basic English within ___[time period]___.*

PART II. PROPOSAL SUBMISSION REQUIREMENTS

1. General Provisions

- 1.1. Issuance of this Request for Proposals (RFP) does not commit the Department to issue an award, or to pay any expenses incurred by a bidder in the preparation of a response to this RFP, including attendance at personal interviews or other meetings, software or system demonstrations. The Department reserves the right to reject any and all bids.
- 1.2. All proposals shall adhere strictly to the instructions and format requirements outlined in this RFP and any written supplements that may be issued, such as the Questions and Answers, and any other amendments issued by the Department. The proposal must follow the format and respond to all question and instructions specified in Part IV. Proposal Content – Information Required from Bidders.
- 1.3. Bidders shall take careful note that only materials offered in the proposal and information provided through interviews (if any) will be criteria for award consideration. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the total fixed price contained therein, will remain firm for a period of 180 days from the date and time of the bid opening.
- 1.4. The selected bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.
- 1.5. All forms, materials, data and other tangible products produced by the contractor as part of the contract will be the property of the State. All consumer, provider or practitioner sensitive data (both hard copy and electronic) must be delivered to the State at such time as the contract is terminated, or upon request. All computerized material must be in a format compatible with computer hardware and software either now in use, or contemplated for future use, by the Department. The contractor will agree to destroy or purge their files of all such data, unless otherwise instructed by the State. The contractor must not transfer such records to any other party that is not involved in the performance of the contract.
- 1.6. All property rights, including publication rights, regarding all reports and products associated with work performed under the contract, must rest with the State. Permission of the State must be obtained before the contractor may publish or copyright any data prepared in connection with the services provided under the contract.

2. Registration as an Interested Party and Access to RFP Documents on the Internet

The preferred way for interested parties to register and to obtain copies of RFP documents is by going to the DHHS online RFP web site: Go to <http://www.maine.gov/dhhs/rfp/> then select this RFP title. You will see a one-page summary of the RFP. At the bottom of that summary page, click on "Download the RFP" and the "Vendor Information" form will appear. You must fill out the form before you can proceed to the next step of actually opening the RFP document. We recommend that you download the RFP master document(s) when you first register. If you do not, and merely view them, you will have to re-register if you visit the site again. Note: If you experience any technical difficulties with our web site, or do not have Internet access, please contact the RFP Manager for assistance, by telephone, e-mail, or fax.

3. Bidders' Conference

The Department will sponsor a Bidders' Conference concerning this RFP, beginning at 1:00 local time on **AUGUST 22, 2007**, at East Side Complex, Marquardt Building, 32 Blossom Lane, Augusta, in Conference Room 1A (first floor).

The purpose of the Bidders' Conference is to answer any questions that arise, to clarify any part of the RFP requirements that may be necessary, and to add supplemental information or otherwise amend the RFP, if needed.

4. Questions

4.1 General Instructions

- a. It is the responsibility of each Bidder to examine the entire Request for Proposals, and to seek clarification in writing if you do not understand any information or instructions.
- b. Questions must be submitted in writing, and received by the RFP Manager as soon as possible, but no later than the dates and times specified below.
- c. Questions may be submitted by e-mail, fax, or regular mail. If faxed, please be sure to include a cover sheet addressed to Rachel E. Hoar, contact person, and indicate the total number of pages sent. The Department assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt.
- d. Please include a heading with the RFP Number and Title. It also would be most helpful to refer to a page number and paragraph within this RFP, relevant to the question presented for clarification.
- e. Send questions in writing to:

Rachel E. Hoar, RFP Manager
Division of Purchased Services-DHHS
32 Blossom Lane – Marquardt BLDG, 2ND Floor
11 State House Station
Augusta ME 04333-0011

Tel: (207) 287-5053

e-mail: Rachel.E.Hoar@maine.gov

Fax: (207) 287-5031

4.2 Written Questions Due: Written questions must be received by the RFP Manager no later than 5:00 p.m. local time on **AUGUST 27, 2007**.

4.3 No Additional Questions: After the Summary of Questions and Answers (Q&A) is distributed, no additional questions will be permitted except those that can be answered by referring to the RFP or the Q&A or other supplements already issued. In the rare event that a question arises that substantially affects the ability of all potential bidders to prepare an appropriate response to this RFP, the Department may, at its discretion, issue a formal notice to all registered bidders and interested parties, and extend the Proposal Due Date to afford a reasonable opportunity for bidders to amend their proposals.

4.4 Summary of Questions and Answers (Q&A)

Responses to all substantive questions, including any recorded at the Bidders' Conference, will be compiled in writing and will be distributed to all registered, interested persons as soon as possible, hopefully within two weeks of the deadline for submitting final questions, but no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the DHHS RFP Manager will be considered binding.

4.5 Distributing Questions and Answers: The RFP Manager will notify all persons who have requested this RFP package when the Summary of Questions and Answers (Q&A) report is ready, and may send copies by e-mail. In order to assure that you are on the mailing list to receive this and any other supplements issued, you must register your name and address information, including e-mail, as described above. This Summary of Questions and Answers (Q&A) will also be added to the RFP web site. You can access the Q&A from the RFP summary page, without having to register again.

5. Letter of Intent (LOI)

5.1 Letter of Intent Due: Bidders interested in submitting a proposal are **required** to submit a Letter of Intent to Bid in response to this RFP **by 5:00 p.m. local time, SEPTEMBER 21, 2007**. This letter does not obligate the organization to submit a proposal, and there is no penalty if the potential bidder later decides not to complete the process. However, failure to submit a Letter of Intent to Bid by the specified deadline will automatically result in disqualification from the bidding process. We will not accept a proposal from a bidder who does not meet this requirement.

5.2 Content: The letter should be no longer than a page or two, preferably on official business stationery, and should include:

- i. RFP number and title, and specific category of services or service area (if the RFP allows choice of multiple options);
- ii. Legal business name of the bidding organization;
- iii. Complete mailing address;
- iv. Chief Executive and Contact Person;
- v. Telephone and fax numbers, and e-mail addresses;
- vi. Brief description of Bidder's experience and ability to perform work required;
- vii. Signature of a person authorized to enter into contractual agreements with the Department on behalf of the organization (i.e., a chief executive, as identified above).

5.3 Submitting the Letter of Intent: Letters may be sent by regular mail, by e-mail or by fax. First receipt will be the officially recorded filing date. Please address Letters of Intent to the designated RFP contact person, at the address given above. The Department assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt. (Please note, sending an item by Certified, Return Receipt Requested, may NOT validate receipt at the specified address by the stated deadline. We do not get the receipt cards for signature, ourselves.)

5.4 Single Letter of Intent Filed: If only one community service provider submits a Letter of Intent to bid, the Department may enter into negotiations concerning a contract with that provider in accordance with procedures established for performance-based contracting

(22 MRSA §12-A). For purposes of this RFP, the single bidder may still be asked to submit a full proposal, as outlined in this RFP, and that proposal will serve as the basis for: (a) assuring that the bidder is substantially in compliance with the RFP, and (b) negotiating mutually satisfactory adjustments where deemed necessary, and (c) drafting the contract itself, with methodology, budget details, and any other relevant information.

6. Submitting the Proposal

6.1 PROPOSALS DUE: Proposals must be received no later than **OCTOBER 22, 2007 – by 2:00 p.m. local time**, at which time they will be opened.

6.2 Mailing/Delivery Instructions: PLEASE NOTE: The proposals are NOT to be submitted to the RFP contact person at DHHS. The official delivery site is a different State agency, at a different location. DHHS does not receive the proposals directly – they are logged in at the official delivery site, held until the filing deadline has expired, then the proposal packages are turned over to the sponsoring agency to be evaluated.

- a. Only proposals actually received at the official delivery site prior to the stated time will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected, without exception. Postmarks do not count, and faxing of entire proposals is not permitted. We will not accept electronic mail transmissions of proposals. Address your proposal as displayed below.
- b. Address each package as follows. Be sure to include the Bidder's full business name and address, as well as the RFP number and title.

Bidder Name/Return Address

Division of Purchases, DAFS
Burton M. Cross BLDG 4th Floor
111 Sewall ST
9 State House Station
Augusta ME 04333-0009

RFP 200708022: Community Employment Services

6.3 Proposal Format:

- a. The bidder must send a sealed package including an **original and 3 copies (4 sets, total)** of the complete proposal. Please clearly label the original. One additional, electronic copy of the proposal must also be provided on CD, with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in Word format may be submitted as Adobe (.pdf) files. Each copy of the completed proposal may only be fastened by means of an expansion (paper clip style) or gripper (pinch type) clamp at the upper left-hand corner. Do not submit 3-ring binders or other types of fasteners unless specifically requested. **The electronic copy should comply with standards of Section 508 of the Rehabilitation Act, ensuring that individuals with disabilities will have**

access to and use of information comparable to that provided to individuals who do not have disabilities.

- b. The narrative portion of the proposal must be typed or printed, single spaced and single sided, on white 8 ½” x 11” paper, using a font no smaller than 12 point Times Roman.
- c. All pages must be numbered consecutively beginning with number 1 on the first page of the narrative (NOT the cover page or any table of contents page) through to the end, including all forms and any attachments (if required). The Bidder’s name should appear on every page, including Attachments. Each Attachment must reference the corresponding section or subsection number to which it corresponds.
- d. Bidders are asked to be brief, and to respond to each question or instruction listed in Part V, Proposal Content. Number each portion of the response to correspond to each question listed. The narrative is limited to 20 pages, total, including the Work Plan, the Budget narrative, and other items not listed below.
- e. The following will not be counted as narrative: proposal cover page, table of contents, budget forms or any required attachments, specified in the RFP, organizational chart, Board of Directors list, job descriptions, staff résumés, Articles of Incorporation, and the Assurances form included with Appendix A, Proposal Forms.
- g. The bidder may not substitute additional attachments beyond those specified in the RFP, for the purpose of extending their narrative response. Any material exceeding the narrative limit will not be considered in rating the proposals. Bidders shall not include brochures or other promotional material with their proposals.
- h. Include any forms provided in the application package or reproduce those forms as nearly as possible. All information must be presented in the same order and format.
- i. It is the responsibility of the bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may result in disqualification of the proposal, or will result in a lower rating for the incomplete sections.
- j. Proposal Cover Page Required: Complete and submit the proposal cover page provided in Appendix A of this RFP, or prepare a facsimile thereof. The cover page must be the very first page of the proposal package. Please do not add any other type of cover or title sheet, and please do not use any transmittal letter. It is important that the cover page show the specific information requested, including applicant address(es), amount of money being requested from this RFP, and other details listed.
- k. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the bidder.

7. Proposal Evaluation and Selection:

Evaluation of the submitted proposals shall be accomplished as follows:

7.1 Evaluation Process - General Information

- a. An evaluation team composed of Department personnel and other appropriately qualified individuals will judge the merits of the proposals in accordance with the criteria defined in this Request for Proposals (RFP).

- b. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals, and to ensure that the contract is awarded to the bidder whose proposal best satisfies the criteria of the RFP
- c. The Department reserves the right to schedule interviews with the bidders if needed to get clarification of information contained in the proposals, and may revise the scores assigned in the initial evaluation to reflect those interviews. However, the Department reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received. **Therefore, proposals should be submitted initially on the most favorable terms available from a price and technical standpoint.**

7.2 Scoring Weights and Process

- a. **Scoring Weights:** The score will be based on a 100 point scale, and will measure the degree to which each proposal meets the following criteria. Information gathered as part of reference checks will be included when applicable:

Section I. Organization Qualifications and Experience (30 points)

Includes organizational and personnel qualifications, required credentials, operational site(s), experience with similar projects and service populations, references, personnel management

Section II. Scope of Work – Specifications of Work to be Performed (35 points)

Includes comprehensiveness of methods and policies for conducting the functions outlined in this RFP, capacity for meeting Department objectives, reasonableness of Implementation Plan time frames and process for implementing the project, through the first contract period, and measurable performance indicators.

Section III. Cost Proposal (35 points)

Includes total cost to perform all functions outlined in this RFP, accuracy and completeness, cost effectiveness, and other factors affecting costs.

- b. **Scoring Process:** The evaluation team will use a consensus approach to evaluate the bids. Members of the evaluation team will not score the proposals individually, but instead, will arrive at a consensus as to assignment of points on each category of each proposal. However, the Cost section will be scored according to a mathematical formula, described below.
- c. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids will be awarded proportionately fewer points, calculated in comparison with that lowest bid. The lowest bid cost figure used in this calculation will be based upon the total cost for the first contract period, including startup costs.
 - i. The scoring formula is:
 - (Lowest Cost divided by Cost of next proposal),
 - Multiplied by 25 Points, equals the pro-rated Score

- ii. The remaining 10 points allocated to the Cost Proposal will be used to score the narrative material and supporting documentation contained with this section, including accuracy and reasonableness of assumptions used in calculating the costs.

d. Contract Negotiations: The Department reserves the right to negotiate with the successful bidder in the finalization of the contract, at the same rate or cost of service as presented in the selected proposal. However, such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. (5 MRSA 1825-A sub-section 7) The Department reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP.

7.3 Selection and Award

- a. The final decision regarding the award of the contract will be made by representatives of the Department, subject to approval by the State Purchases Review Committee.
- b. Notification of selection or non-selection will be made in writing, and forwarded by fax, if possible, with original letter to follow by regular mail. Copies of each bidder's own evaluation(s) will be provided at no cost. Copies of documents pertaining to other bidders' proposals will be available upon request, at a nominal processing fee (\$1.00 per document; 25 cents for each additional page in a single document.)
- c. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the bidder.
- d. The Department reserves the right to reject any and all proposals.

7.4 Appeals

- a. An aggrieved person may request a stay of contract award and/or request a hearing of an appeal on a contract award decision, within time frames defined in rules adopted by the Bureau of General Services, Title 5, Chapter 155-IA, subject to Title 5, Chapter 156. Requests for stay of contract award and for hearing of an appeal must be submitted in writing to the Director, Bureau of General Services; 9 State House Station, Augusta ME 04333-0009. The request must be in compliance with Chapter 120, Rules of Appeal of Contract and Grant Award, issued by the Department of Administrative and Financial Services, Bureau of General Services. See Web site: <http://www.maine.gov/purchases/policies/chapter120.html>
- b. An aggrieved person has 10 calendar days from notification of award or non-selection to request a stay of contract award, and 15 calendar days from notification of award or non-selection to request a hearing of an appeal on a contract award decision.

III. PROPOSAL CONTENT - INFORMATION REQUIRED FROM BIDDERS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being considered non-responsive, or at least, a reduced score. **Please understand that a simple rephrasing of the content provided in this Request for Proposal will, at best, be considered minimally responsive.** We are interested in a response that demonstrates your experience and ability to perform the requirements specified throughout this document.

Section I. Organization Qualifications and Experience (30 points)

- 1. Description of the Organization** Present a detailed statement of qualifications and summary of relevant experience.

1.1 Organization Description and Qualifications:

- a. **License:** Attach a photocopy of Maine license to provide Section 17 Community Support Services.
- b. **Contract Status:** Attach a copy of a Standard Agreement cover page as documentation that the Bidder has a current contract with DHHS to provide Section 17 Community Support Services.
- c. **CARF Certification:** Attach documentation showing that the Bidder has current Community Employment Certification by the Commission on Accreditation of Rehabilitation Services.
- d. Attach a copy of the Bidder's Articles of Incorporation. If legally incorporated in the State of Maine or other jurisdiction, attach a copy of your organization's attested Articles of Incorporation. Specifically, in Maine, this would usually be Form MBCA-18A (For-Profits) or Form MNPCA-6 (Non-Profits) from the Secretary of State. Also acceptable for non-profits: a copy of authorization from the Federal Department of the Treasury, certifying Exemption under Section 501(c)(3) of the Internal Revenue Code. Public non-profit organizations may provide certification on appropriate agency letterhead, signed by a public official authorized to enter into contracts on behalf of the public entity.
- e. Attach a list of the current Board of Directors or other governing body whose membership represents the area served. Include full names, addresses, and identify the officers of the Board (i.e., Chair, Vice-Chair, Secretary, Treasurer, etc.).

1.2 Description of Experience with Similar Projects

Briefly describe the history of the Bidder's organization, especially the skills pertinent to the specific work effort required by the RFP, and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors.

- a. **Similar Projects.** Provide information on projects that reflect experience and expertise needed to provide the in performing all of the functions described in Specifications of Work to be Performed. If there were any performance problems for

any cited experience, briefly describe them and explain how they were corrected.

Please note: contract history on record will be considered in rating the proposal.

If the Bidder has not provided similar services, note that, and describe experience with projects that highlight the Bidder's general capabilities to carry out the requirements of this RFP.

- b. **Letters of Recommendation** may be attached, from persons who are familiar with the bidder's experience and success with services or projects. In particular, the letters should address degree of satisfaction with the bidder's performance. **No more than three (3) letters of recommendation will be accepted.** Copies of the letters must be enclosed with each copy of the proposal package. We will not accept recommendation letters sent separately, directly to the State agency, either before or after the proposal filing deadline.

2. Personnel: Qualifications and Management

- 2.1 **Organization Structure:** Attach an organization chart showing the key staff for this project and their functional and reporting relationship to other elements of the organization.
- 2.2 **Key Staff:** List the names and titles of all key staff for this project, including the name and title of the manager who will be accountable for implementation. The Bidder should also list which, if any, project staff will be transitional (first few months of start-up) or permanent (duration of the contract). Attach: résumés and/or job descriptions, consistent with the organization chart requested above. Job descriptions must include minimum qualifications.
- 2.3 **Uniform Job Description:** Describe a uniform job description for the seven Employment Specialist positions, including minimum and preferred qualifications, including knowledge, skills and attitudes, essential functions and measurable outcomes used for annual performance reviews.
- 2.4 **Recruitment and Training of Employment Specialists:** Describe a uniform recruitment plan, orientation and training content and methodology for hiring the seven Employment Specialists. Include rationale and justification for proposed elements. In addition, discuss:
 - a. The initial orientation and ongoing training Employment Specialists will receive from the Provider or any other source.
 - b. Any component or aspect of the orientation and training content and methodology that would differ from site to site.
- 2.5 **Staffing Plan:** Describe the staffing plan for all staff the Bidder identifies or includes as part of this proposal. This would include the Employment Specialists, the supervisory staff, administrative support personnel and any other staff position or function for which OAMHS funds are requested via this Proposal.
- 2.6 **Supervision:** Describe how the Employment Specialists will be supervised, with focus on their role within and sensitivity to the culture of the agency where they are situated.

Section II. Scope of Services and Implementation

(35 points)

1. Services to be Provided

Discuss the scope of services that the provider will offer. Give particular attention to describing the methods and resources you will use, and how you will accomplish the tasks involved.

1.1 Location of Employment Specialists

Describe a methodology for identifying the optimal location for one Employment Specialist (ES) in a DHHS contracted Section 17 Community Support Services agency in each Community Service Network. Provide the criteria and rationale for selection, the methods, procedures and documents the provider for this program will use to formalize the relationship with Community Support agencies where the ES will be placed.

- a. What factors must be addressed in order for the Employment Specialist to fulfill the job description within the Community Support agency housing the ES?
- b. Attach a draft model agreement with the agency housing the Employment Specialist.

1.2 Integration with Existing Employment Support Services

Describe how the role of the Employment Specialists will be integrated and coordinated with existing employment support capacity from other sources, including, but not limited to, the Division of Vocational Rehabilitation and the OAMHS Long Term Vocational Support program.

- a. Describe effective and workable information, referral and business practices among, at a minimum, the DVR office(s) in the CSN, and OAMHS Vocational Support Coordinators, that will aid in implementing the proposal requirements.
- b. Describe a rationale and methodology for transferring job coaching responsibility from the Employment Specialist to the OAMHS Long Term Employment Support program.
- c. Attach a draft working agreement between the Provider and the local DVR office, Career Center and OAMHS Vocational Support Coordinator. This document should identify goals and outcomes to be achieved with these entities, and describe a process for reviewing and revising the relationship.

1.3 Training and Education Opportunities

Propose strategies to develop training and education opportunities for CSN agency Community Support staff, DVR and Career Center staff, and other pertinent staff, that will enhance their ability to promote employment as a goal for persons with mental illness. Describe education opportunities to be offered to community entities other than providers of mental health and employment services to consumers with psychiatric disabilities.

- a. Identify anticipated training topics and explain the choices based on your familiarity with this topic; include sample training agendas.
- b. Identify agency or community resources that may be accessed in each area;
- c. Describe how the Provider will assess the training needs of the ACT Employment Specialists and develop or access training resources for them consistent with OAMHS performance expectations.
- d. Ensure that the proposal budget includes relevant cost information.

1.4 Uniform Standards and Support Mechanisms

- a. Describe a strategy to develop supervisory mechanisms for the seven new Employment Specialists to be hired, including protocols that establish statewide, uniform and CSN specific standards and expectations, accessible supervisory support, all coordinated with the orientation and training activities described above. Provide details about the schedule and processes proposed for individual and group supervision, including face to face meetings, e-mail, video-teleconferencing and telephone support.
- b. Describe a process that combines the training and supervision activities for the seven Employment Specialists funded pursuant to this RFP, with the training and supervision received by ACT Team Employment Specialists, with the goal of a standardized and integrated training and program consultation process for both groups of Employment Specialists.

1.5 Consumer Employment Support Services

Describe proposed standardized intake and assessment procedures and instruments consistent with the description in the Memorandum of Understanding between OAMHS and the Bureau of Rehabilitation Services (BRS). Explain the rationale for those chosen.

- a. Attach a model screening tool that can be used by Section 17 Community Support personnel in all CSN agencies providing Community Support services to identify consumers interested in pursuing vocational goals.
- b. Describe research-based information on each assessment procedure and instrument to be used. The information should demonstrate the reliability and validity of the procedure(s) or instrument(s) as well as its effectiveness.
- c. Describe in detail the process by which consumers will receive vocational assessments, job development and job coaching services from the Employment Specialists. This section

- c. **Memorandum of Understanding:** Please provide any evidence of existing or proposed affiliations or collaborations. Attach documentation such as a Memorandum of Understanding (MOU) or letters of agreement, from key partners. An MOU is a written statement from a collaborative partner named in your proposal, with whom you intend to share the work, signifying the partner's commitment to do the work. Note: We are NOT looking for letters of "support," but statements of a more substantial commitment.

2. Quality of Services

2.1 Performance Indicators – Desired Consumer Outcomes

Describe how your program will meet the goal and performance indicators listed in this RFP (Part I, Section F.1). Describe the changes in improved attitude, skill, and/or behavior you will use to determine each consumer's progress toward improved quality of life. Include any intermediary steps that may have to be met while progressing toward the main objectives. Express these consumer outcomes as Performance Target statements for the service provider's program as a whole, using the format described in Part I.F.2.

2.2 Measuring Outcomes

a. Measuring and Verification

Describe the method(s) and the forms of evidence that the program will use to measure the degree of the consumer's success in meeting performance indicators and targets that are discussed above.

b. Evaluating Program Effectiveness

Describe how you will use the outcome measurement information, as described above, including information collected about consumer satisfaction, to determine the effectiveness of services, and to make program improvements, as needed.

Section III. Cost Proposal

(35 points)

1. Budget Narrative and General Instructions

1.1 Budget Narrative:

Specify how much money you are requesting from the Department for this proposal, and summarize how you intend to use these funds in your proposed budget. Please detail startup expenses separately and also discuss anticipated annual costs once services are fully operational. (Start-up costs are usually one-time expenses associated with getting a program up and running, in the first contract year.) Describe any other financial resources you have, if any, to supplement the ongoing functions of this program.

1.2 General Instructions:

- a. The Bidder must submit a cost proposal covering the entire period of the contract. Please use the expected contract start date of **January 1, 2008** and an end date of **June 30, 2009** in preparing this section. The total amount of funding requested must be reported on the cover page of the proposal, in the space provided.
- b. The cost proposal shall include the money necessary for the Bidder to fully comply with the contract terms and conditions, performance targets, RFP requirements and any

amendments to those requirements, and the responses provided in the bidder's proposal. For information that is not applicable, please identify it as such by indicating N/A, and explain in the narrative.

- c. Failure to provide the requested information, or to follow required response format, may result in the exclusion of the proposal from consideration, at the discretion of the Department.
- d. No costs related to the preparation of the response to this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included in the budget.

2. Budget Forms

Present the budget costs using the forms provided in Appendix A, or if necessary, reproduce them as closely as possible, including all elements shown in the format provided. Please check calculations carefully to ensure accuracy. Costs must be consistent with service descriptions and staffing described in the proposal narrative.

DEPARTMENT OF HEALTH AND HUMAN SERVICES INSTRUCTIONS FOR COMPLETING BUDGET FORMS

Updated July 17, 2007

Adapted from Standard Contract Package; Modified (Italics) for Purposes of Preparing an RFP Proposal

General Instructions:

Provide a full budget, for the first contract term of the program (including startup time). Startup activities are usually one-time expenses associated with getting a program up and running in the first year. The report forms must be filled out completely and accurately by the agency. Failure to complete the forms completely, accurately and according to directions may result in lower scores Agencies may reproduce the forms as needed IF THE FORMAT AND CONTENT OF AGENCY-GENERATED FORMS AND COLUMNS ARE EXACTLY THE SAME AS THE FORMS PROVIDED BY DHHS.

Specific Instructions for all forms:

***If you are using the MS EXCEL version of forms, certain cells in some forms (marked with a double asterisk **) are **calculated fields**. The spreadsheet is designed to enter the programmed result of necessary math operations. Please check the results, to make sure no electronic glitches prevent embedded formulas from working properly.*

***Information entered on Form 1 page will be linked to the other budget forms.*

Agency Name: ***provide the legal name of the **Applicant** agency.*

Program Name: ***Name of the program providing the contracted service(s).*

Agreement Number DHHS: ***Leave blank on all forms; supplied by DHHS if a contract is awarded.*

Agreement Start Date: ***Date which services in this agreement will begin to be contracted.*

Agreement End Date: ***Date which services in this agreement will be terminated.*

NOTES: *References to "Rider A" mean the scope of work, requirements specified in this RFP. The full text of the MAAP rules (Maine Uniform Accounting and Auditing Practices for Community Agencies) can be found on the Internet at:*

<http://www.maine.gov/sos/cec/rules/10/chaps10.htm>

then *select chapter 30.*

OMB Circulars A 122 and A 87 are viewable at the following websites:

A 122: <http://www.whitehouse.gov/omb/circulars/a122/a122.html>

A 87: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

FORM 1: Revenue Summary

Column 1 Revenue Sources: Lists the revenue sources, using categories identified in MAAP (Maine Uniform Accounting and Auditing Practices for Community Agencies). Add rows as needed to identify various funding sources not already listed. If a source is used for match, please identify as match in this column.

Column 2 (Total Programs): This column is the SUM of Columns 3 and higher and is intended to be the sum of all services bid for in this proposal. If only one primary site or service is included in the proposal, including any enhanced services, then only Column 2 is completed.

Column 3 and higher (“Service:” and “Program:”): The budget for each DHHS funded program (or location, if multiple sites are involved) must be shown SEPARATELY under the columns labeled “Service:” and “Program.” The service category as named in Rider A should be entered in the space under the “Service:” heading, and the agency’s program name, if any, should be entered in the space under the “Program” heading. (Example: “Service: Residential; Program: Maple St. Group Home”)

Government Revenue (Lines 4 through 12):

Line 4: Federal DHHS Funds: Enter the federal funds included in your DHHS grant allocation. Please add rows as needed to identify different sources of federal funds provided under the agreement.

Line 5: MaineCare: Enter the amount of MaineCare revenue anticipated during the agreement period.

Line 6: Other Federal Funds: Enter the amounts of federal funds received for the program but not through the agreement.

Line 7: State DHHS Agreement Funds- General Fund: *Enter the total amount of grant funds requested on this line. After awards are made, the Department will determine the allocation of funds from the General Fund and the Funds for Healthy Maine (if applicable). This amount should not exceed the funding available as described in this RFP.*

Line 8: State DHHS Agreement Funds - Funds for Healthy Maine: Enter the State money being received from Funds for Healthy Maine allocation for this agreement. *(IF applicable; otherwise, enter \$0 on this line.)*

Line 9: DHHS Non Agreement Funds. Enter the amount of DHHS funds you receive, for each column, through open payments, such as State funded room and board for MR persons. *IF applicable: Otherwise, enter \$0 on this line. There are no non-agreement funds available through this RFP.*

Line 10: Other State Funds (Non DHHS). Enter money from other State sources, identifying each source. If needed, insert a row and **describe the funding.**

Line 11: County/Municipal Agreement Funds. Enter the sum of funding from all county and municipal sources that are part of the agreement funding. Please describe the source of the funds, such as City of Portland. *Funds from separate municipalities or entities should be entered on separate rows. If needed, insert a row and describe the funding.*

Line 12: County/Municipal Other Funds: Enter the sum of funding from all county and municipal sources that are not part of the agreement funding but that support the program. Please describe the source of the funds, such as City of Portland. *Funds from separate municipalities or entities should be entered on separate rows. If needed, insert a row and describe the funding.*

Line 13: Total Government Revenue. Enter the sum of lines 4 through 12. [**** EXCEL: calculated field**]

Program Income (Lines 15 through 19):

Line 15: Sale of Product Enter the sum of revenue from sale of product.

Line 16: Client Fees – Program. Enter anticipated client fees that are subsidized by the agreement. Client Fees-Program are those fees that are subsidized by either the agreement of MaineCare. Include deductibles and sliding scale fees.

Line 17: Client Fees – Private. Enter all other anticipated client fees. Client Fees-Private are those fees from clients that pay fully themselves or are covered by third party insurance.

Line 18: Other Fees, Royalties, Misc. Enter the sum of other program income collected for this service not already included on other lines above. *Be sure this is clearly explained.*

Line 19: Total Program Income. Enter the sum of lines 15 through 18. **[** EXCEL: calculated field]**

Other Revenue (Lines 21 through 23):

Line 21: Contributions and Donations Designated by the Donor for the Program(Restricted):

Contributions from sources that are restricted by the donor for specific use in the program. If the agency is a single program agency, all contributions are considered to be program income. *[Contract:]* Restricted funds must be adjusted out on the Pro Forma.

Line 22: Other Available income committed to the program or not Designated by the Donor (Unrestricted) Contributions from sources that are not restricted for specific use in the program.

Line 23: In-Kind. Donations other than cash that have a value and are included in accounting records. *[Show details on Form 2a.]*

Line 24: Total Other Revenue. Enter the sum of lines 21-23. **[** EXCEL: calculated field]**

Line 25: Total Revenue: Enter the sum of lines 13, 19, and 24. **[** EXCEL: calculated field]**

Line 26: Total Agency-Wide Revenue: Enter the total agency budgeted revenue for the **entire** agency for the agreement period.

FORM 2: Expense Summary

Column 2 (Total Programs): This column is the SUM of Columns 3 and higher and is intended to be the sum of all services *to be funded through this proposal*. If only one service/program *or site* is included in the proposal, then only Column 2 is completed.

Columns 3 and higher (“Service:” and “Program:”) The budget for each DHHS funded program (*or location, if multiple sites are involved*) must be shown SEPARATELY under the columns labeled “Service:” and “Program.” in the same order as they appear on Budget Form 1 Revenue Summary. The service category as named in Rider A *[designated in this RFP]* should be entered in the space under the “Service:” heading, and the agency’s program name, if any, should be entered in the space under the “Program” heading. (Example: “Service: Residential; Program: Maple St. Gr. Home”)

Personnel Expenses (Lines 4 through 6):

Line 4: Salaries/Wages. For each program, enter the number found on Form 3 Personnel, Column 8, "Total Salary."

Line 5: Fringe Benefits. For each program, enter the number found on Form 3 Personnel, Column 8, "Total Fringe."

Line 6: In-Kind. Include if in-kind expenses are included in accounting records. Details must be provided on Form 2a, In-Kind Resource Donation.

Line 7: Total Personnel Expenses. Enter the sum of lines 4, 5 and 6. **[** EXCEL: calculated field]**

Equipment (Line 8):

Line 8: Equipment Purchases. Enter the expense for total equipment purchases. Equipment should be depreciated unless specifically approved by the funding source, following Federal OMB Circular A-122 #15 which states: “Equipment means an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceed the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5000.” Agreement funds should not be used to expense equipment.

OMB Circular A-122 #11 also has additional information regarding depreciation.

Sub-Recipient Awards(Line 9):

Line 9: Sub-Recipient Awards. Enter the sum of all sub-agreements. If requested, provide the following details for EACH sub-agreement for a DHHS funded program on Form 5: provider, amount, time period, and services.

All Other Expenses (Lines 11 through 30): Details must be provided on Form 5, Expense Details. Detail on Form 5 should include any related party conditions.

Line 11: Occupancy Depreciation. Depreciation on owned property and associated expenses not covered in a separate line.

Line 12: Occupancy Interest. Enter interest to be paid on a loan for owned property and associated expenses not covered in a separate line.

Line 13: Occupancy Rent. Enter rents and leases on owned property and associated expenses not covered in a separate line.

Line 14: Utilities/Heat. Enter utilities and fuel expenses associated with heating buildings. Cable television services may be included for residential programs. Internet services may be included in program expenses if the internet service is integral to the program; Internet services for agency administrative functions may be included in total agency expenses and in general and administrative expenses.

Line 15: Telephone. Enter local and long distance services for both land-based and cellular service and charges for paging systems.

Line 16: Maintenance/ Minor Repairs. Enter maintenance, repairs and cost of upkeep of property, other than personnel expenses associated with maintenance.

Line 17: Bonding and Insurance. Enter the total expenses for bonding and insurance other than health insurance.

Line 18: Equipment Rental/Lease. Enter equipment rentals/leases for each program.

Line 19: Materials and Supplies. Enter office supplies, non-capitalized equipment and other purchases required for the provision of services.

Line 20: Depreciation (non-occupancy). Enter all depreciation in Column 2, other than any included in line 11. Include only depreciation on capital expenditures that have not been expensed in the current or a prior year.

Line 21: Food. Enter food costs associated with programs or direct client services, such as residential services programs.

Line 22: Client-Related Travel. Enter travel required for the provision of direct services to clients. The reimbursement rate for mileage charged to DHHS funded programs cannot exceed the reimbursement rate allowed for State employees (5 M.R.S.A. §1541 13.A). ***This rate is \$0.40 as of July 1, 2007. Persons who are handicapped and operate their own personal wheelchair lift or other specially equipped vehicle on business shall receive a mileage rate of \$0.45.*** Reimbursement above the state rate must be paid with unrestricted funds and adjusted out on Rider F 1. Out-of-state travel using DHHS funds must have the prior approval of the Agreement Administrator. All expenses for travel should show in this line, including vehicles, fuel, etc. but not vehicle depreciation, which shows on line 20.

Line 23: Other Travel. Enter travel required for non-direct client services, such as attending trainings. The reimbursement rate for mileage charged to DHHS-funded programs cannot exceed the reimbursement rate allowed for State employees. (5 M.R.S.A. § 1541 13. A). ***This rate is \$0.40 as of July 1, 2007. Persons who are handicapped and operate their own personal wheelchair lift or other specially equipped vehicle on business shall receive a mileage rate of \$0.45.*** Reimbursement above the state rate must be paid with unrestricted funds and adjusted out on Rider F 1. Out-of-state travel using DHHS funds must have the prior approval of the Agreement Administrator. All expenses for travel should show in this line, including vehicles, fuel, etc. but not vehicle depreciation, which shows on line 20.

Line 24: Consultants, Direct Service. For each program, enter the number found on Form 3, Column 9, "Consultants- Direct Service" Total Costs. Details are provided on Form 3.

Line 25: Consultants, Other. Enter the total costs associated with any person or organization providing non-clinical consultative services to the organization or to a particular program, except the IPA audit.

Line 26: Independent Public Accountant. Enter the amount paid to your independent public accountant for

audit activities. Do not include amounts paid for payroll services.

Line 27: Technology Services/ Software. Enter the amount paid for computer programming and software.

Line 28: In Kind. Details must be provided on Form 2a In-Kind Resource Donation if included in accounting records.

Line 29: Miscellaneous Expenses. Enter expenses not included in any other category.

Line 30: Indirect Allocated G&A. Enter the amount allocated to each program for indirect costs using any of the allocation methods detailed in OMB Circular A-122, Attachment A (non-profit agencies) or in OMB Circular A-87 (for-profit agencies). Column 2 should be the sum of Columns 3 through 6 or higher. Please describe the allocation method and costs on Form 4 Indirect Allocation (G&A) Summary. According to A-122, "Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective." Line 30 does not apply to single program agencies, as there is no allocation for indirect.

Line 31: Total All Other. Enter the sum of Lines 11 through 30. **[** EXCEL: calculated field]**

Line 32: Total Expenses. Enter the sum of Lines 7, 8, 9, 31. **[** EXCEL: calculated field]**

Line 33: Total Agency-Wide Expenses: Total expenses for the entire agency for the agreement period.

FORM 2a: In- Kind Resource Donation

The box of information should be completed for each type of in-kind resource included in this agreement, and in the accounting records. *Please enter each type of in-kind resource from each in-kind provider in a separate box.*

\$: Enter the value of the donation. *Costs should reflect annual costs. If durable equipment is listed, its value should be appropriately depreciated. Salaries of personnel can be included here, but grant applicants are encouraged to consider the proportion of time that this staff is actually supporting the operations presented in this proposal.*

Of In-Kind: (describe) : Describe the item or resource.

Shall be furnished by: Describe who is making the donation of in-kind.

Explanation: Describe method used for determining value of in-kind amount.

Shall be used as matching funds for: Check applicable box. If you check "other" box, please specify.

FORM 3: Personnel

A SEPARATE Form 3 must be completed for each DHHS funded program summarized on Form 1 and for each *program site*. A separate Form 4a must be completed for any staff whose costs are in Allocated Indirect Costs.

Column 1 Position Title: Please list your agency's position title for each staff member under this column.

Lines 2-13: Direct Care/Clinical Staff. These staff carry caseloads, provide services directly to clients and produce billable units of service, or provide the non-client services [described in Rider A] that are *to be* purchased under the terms of the *proposal* [agreement].

Line 14: Total FTE. Enter the amount of FTE providing direct services for this program. An FTE equals 2080 hours/year.

Lines 16-19: Administrative Staff (non Indirect Allocated). These staff provide clinical or administrative support or supervision to Direct Care/Clinical Staff. Working supervisors must be shown in this category and in the Direct Care/Clinical Staff category in proportion to the time spent in each. Agencies that allocate expenses of administrators directly to programs may show those allocations on this form; agencies that are wholly funded by DHHS and have a small number of programs are typically among those who use this method. Agencies that allocate indirect, general & administrative expenses through an indirect pool should leave these lines blank and complete Form 4a for those indirect personnel costs.

Line 20: Total FTE. Enter the amount of FTEs for administrative staff for this program. An FTE equals 2080 hours/year.

Column 2 Credential: Enter the credentials/certifications for each staff person e.g. MHRT II, LCSW, CDA/Degree, etc.

Column 3 Average Hourly Rate: Enter the average pay rate for the staff person in this position, to two decimal places.

Column 4 Total Salary for Agreement Period: Enter the TOTAL salary amount of the agreement period for this staff person in whole dollars.

Column 5 Total # Annual Hours Spent on Program: Enter the TOTAL hours this staff person spends on this program, in whole hours.

Column 6 Total Program Salary for Agreement Period: Enter the amount of salary received by the staff person for this program in the agreement period, rounded to the nearest whole dollar.

Column 7 Total Fringe Benefits. Enter the dollar amount for each fringe benefit listed. *Please note if not all staff receive the same benefits.* **[** EXCEL: Line 29 and the % Salary are calculated fields]**

Column 8 Summary: **** IF you are using the MS EXCEL version of the budget forms, the following are calculated fields; if using TEXT version of forms, enter numbers directly.** The number in Column 6, Line 21 is a calculated field and is linked to Column 8, Line 23 The number in Column 8, Line 24 is linked to the number in Column 7, Line 29. Column 8 Line 26 is a calculated field. Whole dollars are used.

Column 9 Consultants- Direct Service:

Lines can be inserted if there are not enough lines for all individuals that are consulting for the programs included in this agreement. Please note that non-direct service consultants, such as billing consultants, should not be included on this form, but should be listed in Line 25 of Form 2.

Lines 33-35: Under **Service** column, please list on separate lines the service being provided by each consultant. Under **Consultant Name** column, list the name of the consultant that correlates with the service on that line. Under the **Credential** column, list the consultant's credentials. Under the **Hourly Rate** column, enter the hourly rate agreed on for this consultant. Under **# Annual Hours** column, enter the number of hours to be paid to this consultant during the agreement period. Under **Total Costs** column, should be the Hourly Rate times # Annual Hours for that line.

Line 36: Total. Enter the total cost of direct service consultants. This number should be the same as Form 2 Line 24 in applicable columns. **[** EXCEL: calculated field]**

FORM 4: Indirect Allocation (G&A) Summary

One form should be completed as a summary of all Allocated Indirect expenses. **Single program agencies with no Indirect Allocation do not need to complete this form.**

Column 1 Category of Expense: List of expense categories that G&A should be broken out into.

Column 2 Total Agency G&A Budget: Total Agency G&A budget amount allocated to each category listed in Column 1.

Column 3 G&A Allocated to Agreement Programs: Portion of G&A amount that covers the programs in this agreement for each category.

Column 4 G&A Allocated to Other Programs: Portion of G&A amount that covers other programs and services not included in this agreement for each category. **[** EXCEL: calculated field]**

Line 2: Total Personnel Expenses: Should match Total on Budget Form 4a Indirect Personnel Summary, column 6, line 26.

Line 3: Equipment Purchases: Total amount of equipment purchased for G&A use.

Line 4: All Other: Enter G&A expenses other than Personnel or Equipment.

Line 5: Total Agency Indirect: Enter sum of lines 2, 3, and 4. Line 5 Column 3 should equal Budget Form 2 Line 30 Column 2. **[** EXCEL: calculated field]**

Line 6: Percent: Enter percent applicable to columns 2, 3, and 4. **[** EXCEL: calculated field]**

Line 7: Narrative Explanation: Describe basis of allocation used to allocate general and administrative expenses to individual programs, including base units used, e.g., program expenditures, personnel, square footage, etc. If multiple bases are used for different items, please describe each. Methods to allocate indirect expenses must be reasonable to the agreement and consistently applied throughout the agency.

FORM 4a: Indirect Personnel Summary (General and Administrative Staff)

This form lists the staff that are included in Indirect Costs from Budget Form 4 and allocated to programs in this agreement. If your program has a federally approved rate, you do not need to complete this form.

Column 1 Position Title: Please list your agency's individual staff members' titles. These staff include executive level staff and staff who provide general support to the entire organization and are allocated to each program based upon an approved methodology, described on Form 4. Examples include Chief Executive Officer, Human Resources Director, members of a secretarial pool, and so forth.

Column 2 Average Hourly Rate: Enter the average pay rate for each staff person, to two decimal places.

Column 3 Total Salary for Agreement Period: Enter the total amount to be paid to this staff person for the agreement period.

Column 4 Total Salary Allocated: Enter the salary amount for this person to be allocated to all the programs in this agreement.

Column 5 Total Fringe Benefits: Enter the dollar amount for each fringe benefit as listed. Line 29 is a calculated field.

Column 6 Summary: The number in Column 6 Line 23 should be the same as the number in Column 5 Line 29. Whole dollars are used. **[** EXCEL: Col. 6 Line 26 is a calculated field]**

FORM 5: Expense Details

This form provides details of costs for several line items on Form 2 Expense Summary that are not already detailed on other forms. This form should be completed as required by the program area and the Agreement Administrator.

Column 1 Name of Line Item: The line item names and numbers are the same as on Form 2 Expense Summary.

Column 2 Amount: The amounts are linked to the line items on Budget Form 2 Expense Summary.

Column 3 Detail: Enter a concise and clear explanation of the costs for the line items already stated. Identify any related party conditions (*i.e., if the expense item is purchased from another part of the bidder agency*). *Include the basis for determining the budgeted amounts.*

Equipment Purchases: List all equipment to be purchased. Equipment should be depreciated according to Federal Circular A-122, #15a1: Equipment and Other Capital Expenditures. Agreement funds should not be used to expense equipment.

Sub-Recipient Awards: Describe what the award amount is to be used for.

Occupancy – Depreciation: Costs for occupancy for the program(s) funded by this agreement.

Occupancy – Interest: Costs for occupancy for the program(s) funded by this agreement.

Occupancy – Rent: Costs for occupancy for the program(s) funded by this agreement.

Utilities/Heat: Costs for the program(s) funded by this agreement.

Telephone: Costs for the program(s) funded by this agreement.

Maintenance/ Minor Repairs: Costs for the program(s) funded by this agreement.

Bonding/ Insurance: Costs for the program(s) funded by this agreement.

Equipment Rental/Lease. List all equipment leased or rented for the program(s) funded by this agreement.

Materials and Supplies: Costs for the program(s) funded by this agreement.

Depreciation(Non-Occupancy): Describe the depreciation for non-occupancy items such as equipment and vehicles costs for the program(s) funded by this agreement.

Food: Costs for the program(s) funded by this agreement.

Client-Related Travel: Describe the travel costs incurred for staff, for clients, and for other such as vehicle costs (non-depreciation) as required for this agreement.

Other Travel: Costs for the program(s) funded by this agreement not related to client travel, such as travel to staff training.

Consultant-Other: Describe the types, cost/hour, and # hours for each type of consultant.

Independent Public Accountant: Describe the costs incurred for audit expenses if you consulted with an independent public accountant, such as cost/hour, hourly rate.

Technology Services/Software: Describe the type of technology/software expensed.

Miscellaneous: Describe the expenses not otherwise listed in the other line items.

Section IV. Proposal Attachments

The following documents must be attached to the back of your Application Package in the order as numbered below. The required documents will be reviewed and rated by the Evaluation Team.

1. Provision of Contract Services by Foreign Nationals or Work Performed Abroad.

The Maine Legislature passed Resolve, Chapter 16, First Special Session-2005, requesting that certain information be collected regarding any contracted service work to be performed abroad, or to be performed by foreign nationals. This has been added to the Standard State Agreement contract format, as Rider G. To assist with this effort, during the process of selecting potential contractors, we are also asking bidders to this RFP to provide the responses to the questions posed in the form, attached with Appendix A.
2. Assurances: - Signed Assurances for compliance with various State and Federal requirements (A form is provided with other Proposal documents, Appendix A, titled Proposal Cover Page and Required Forms.)
3. Organization Qualifications: Copies of the following documentation:
 - a. Maine License to provide Section 17 Community Support services
 - b. Standard Agreement Cover Page of current Maine contract(s) to provide Section 17 Community Support services
 - c. CARF Community Employment Certification
 - d. Articles of Incorporation
 - e. Current Board of Directors List
4. Letters of Recommendation
5. Memorandum of Understanding (MOU) for each entity that will be sharing the work of this program
6. Organization Chart
7. Key Staff - Résumés and Job Descriptions
8. Uniform Job Description – Employment Specialist
9. Draft Model Agreement with Agency to House Employment Specialist
10. Draft Working Agreement with local Division of Vocational Rehabilitation Offices and OAMHS Vocational Support Programs
11. Consumer Satisfaction Material (if available)

PART V. CONTRACT ADMINISTRATION AND CONDITIONS

1. Contract Effective Date and Project Commencement

- 1.1 The successful bidder will be required to execute a standard State of Maine Agreement, including the standard Rider B (included in this section) and standard Rider G (included with Appendix A). The complete set of current contract documents may be found on the Department's Division of Purchased Services web site:
<http://www.maine.gov/dhhs/purchased-services/index.html>
- 1.2 Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. "A contract is not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to bidders." (Regulations of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases: Ch. 110, 3.B.i.):
<http://www.maine.gov/purchases/policies/chapter110.html>

This provision means that a contract cannot be effective until at least 14 days after award notification.
- 1.3 The Department estimates having the Agreement in place by January 1, 2008. However, we recognize that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation and preparation, and approval by the State Contract Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
- 1.4 Independently, and not as an agent of the State of Maine, the contractor shall furnish all necessary labor, materials, equipment, qualified personnel, facilities and services, as needed to perform and provide the services described.

2. Standard State Agreement Provisions

2.1. Agreement Administration

- a. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract, and to act as administrator during the entire contract period. Department staff will be available after award for consultation with the successful bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated, the Department may withdraw its award and accept the next-highest ranked bid that meets the requirements, or may cancel the RFP, at its sole discretion.
- c. The Department will designate a primary liaison, who will provide data and information to the contractor as necessary. The Department shall assure its best efforts to provide

reasonable and timely resolution of questions of policy or procedure as they affect the execution of the contract.

2.2 Program Administration

Following the award, a Department representative will be designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. The Program Administrator will work closely with the Agreement Administrator in developing the final contract, and subsequently, in monitoring the achievement of objectives and desired outcomes as set forth in this Request for Proposals.

2.3 Standard Contract Requirements

Any contract or Agreement issued by the Department requires the provider to comply with certain standard requirements. At a minimum, the Standard Riders B, C and G (text following) must be attached to all State of Maine DHHS contracts. Additional Riders may be attached defining additional requirements specific to certain types of services. By submitting the proposal, the Bidder agrees to accept the terms specified below.

Additional Riders will include: Rider D – Additional Requirements, Rider E – Program Requirements/Adult Mental Health, and Rider I – Assurance of Compliance (with the Civil Rights Act, the Rehabilitation Act, and certain others). All standard State agreement provisions and Riders may be viewed online at the Department’s Division of Purchased Services website:

<http://www.maine.gov/dhhs/purchased-services/contract-2008/index.html>

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT \$
2. INVOICES AND PAYMENTS The Department will pay the provider as follows:

Payments are subject to the contractor's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. INDEPENDENT CAPACITY In the performance of this Agreement, the parties hereto agree that the contractor, and any agents and employees of the contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the contractor, subject to the approval of the Commissioner of the Department.

6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

The following is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement.

Name and Title: _____
Address: _____
Telephone: _____
E-mail address: _____

7. CHANGES IN THE WORK The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. SUB-AGREEMENTS Unless provided for in this Agreement, no arrangement shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated “approved” by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. SUBLETTING, ASSIGNMENT OR TRANSFER The contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Agreement, the contractor agrees as follows:

- a. The contractor shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of the contractor’s commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. EMPLOYMENT AND PERSONNEL The contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. STATE EMPLOYEES NOT TO BENEFIT No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the contractor, without the written consent of the State Purchases Review Committee. The contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. WARRANTY The contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for

making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. ACCESS TO RECORDS The contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The contractor shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. TERMINATION The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. GOVERNMENTAL REQUIREMENTS The contractor warrants and represents that it shall comply with all governmental ordinances, laws and regulations.

17. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The contractor consents to personal jurisdiction in the State of Maine.

18. STATE HELD HARMLESS The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this contract by the contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. NOTICE OF CLAIMS The contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may

affect the performance of duties under the Agreement, and prompt notice of any claim made against the contractor by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. APPROVAL This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. LIABILITY INSURANCE The contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this state by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the contractor shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. SEVERABILITY The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. INTEGRATION All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. FORCE MAJEURE The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State

Controller.

27. ENTIRE AGREEMENT This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C

EXCEPTIONS TO RIDER B

Contract Compliance

In addition to using the termination provisions contained in Rider B paragraph 15 and the set-off provisions contained in Rider B paragraph 26, DHHS may exercise the following steps to ensure contract compliance:

Level 1: The Program Administrator will notify the Provider in writing of any contract compliance issues identified by DHHS staff. The notice will include the contract provision that is in noncompliance and a date by which the provider must comply.

Level 2: If the compliance issues described by the Program Administrator at Level 1 have not been addressed by the specified dates, the Provider and a representative or representatives of the DHHS Office of Adult Mental Health Services will meet, discuss, and document the contract compliance issues. The OAMHS and the provider will develop a corrective action plan which must include:

1. A statement of the corrective actions required for compliance with the contract;
2. The date by which the Provider will comply with the terms of the contract;
3. The consequences for non-compliance; and
4. Signatures of the Provider and the OAMHS representative.

Level 3: If the Provider fails to undertake the corrective actions in the corrective action plan, DHHS may terminate the contract in accordance with the procedures described in Rider B paragraph 15.

PART VI. Bibliography

The following documents are rules, policies, and other resource materials referenced in the body of this Request for Proposals (RFP). They provide detailed information that will assist the Bidder in preparing a proposal in response to this RFP. Bidders should familiarize themselves with these materials, as they are integral to the services being requested.

Community Service Networks (Under Office of Adult Mental Health Services)
<http://www.maine.gov/dhhs/mh/csn/index.html>

Consent Decree – Adult Mental Health
1. Settlement Agreement
2. Consent Decree Plan, October 13, 2006
http://www.maine.gov/dhhs/mh/consent_decree/index.html

MaineCare Benefits Manual (Rule: 10-144c101)
Chapter II – Section 17 Community Support Services
<http://www.maine.gov/sos/cec/rules/10/ch101.htm>

MaineCare Eligibility Manual: (Rule 10-144c332)
<http://www.maine.gov/sos/cec/rules/10/ch332.htm>

Office of Adult Mental Health Services (Department of Health & Human Services)
<http://www.maine.gov/dhhs/mh/>

Rights of Recipients of Mental Health Services
Adults: <http://www.maine.gov/dhhs/dlrs/Licensing/RightsRecipients/Index.html>

Standard State Agreement [Contract], DHHS Division of Purchased Services
<http://www.maine.gov/dhhs/purchased-services/contract-2008/index.html>

PART VII. APPENDICES

APPENDIX A

Proposal Cover Page and Required Forms

State of Maine
 Department of Health and Human Services
PROPOSAL COVER PAGE

RFP 200708022: Community Employment Services

Applicant/Agency:		
Chief Executive Name/Title:		
TEL:	FAX:	E-mail:
Street Address:		
City/State/Zip:		
Federal Taxpayer ID Nbr:		
Program Manager		Lead Person: Proposal Preparation
Name:	Name:	
Address:	Address:	
TEL:	TEL:	
Fax:	Fax:	
e-mail:	e-mail:	

Funding Requested	\$
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- This proposal and the total fixed price contained herein, will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by or under personal contract to the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized by the Board of Directors [or other head official of the bidding organization] to enter into contractual obligations on behalf of the above-named organization. All information provided in the enclosed proposal, both programmatic and financial, is, to the best of my knowledge, complete and accurate at the time of submission.

Authorized Signature	Date	Name and Title (Typed)
----------------------	------	------------------------

Table of Contents

Page

Section I. Organization Qualifications and Experience

- 1. Description of the Organization

 - 1.1 Organization Description and Qualifications
 - 1.2 Organization Experience
 - 1.3 Description of Experience with Similar Projects

- 2. Key Personnel and Qualifications

Section II. Scope of Services and Implementation

- 1. Services to be Provided

 - 1.1 Location of Employment Specialists.....
 - 1.2 Integration with Existing Employment Support Services
 - 1.3 Training and Education Opportunities
 - 1.4 Uniform Standards and Support Mechanisms.....
 - 1.5 Consumer Employment Support Services.....
 - 1.6 Employer and Business Outreach Plan
 - 1.7 Implementation: Work Plan

- 2. Quality of Services

 - 2.1 Performance Indicators – Desired Consumer Outcomes
 - 2.2 Measuring Outcomes.....

Section III. Cost Proposal

- 1. Budget Narrative
- 2. Budget Forms

Section IV Required Attachments.....

Attachment 1:

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: _____**
- Other. Please identify country: _____**

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases¹ of any changes to the information provided above.

¹ Resolve, Chapter 16, First Special Session-2005.

Attachment 2: ASSURANCES

1. Federal and State Compliance

The bidder will comply with all applicable, required State and Federal statutes, regulations and requirements, including all applicable Civil Rights, Affirmative Action, and Confidentiality compliance assurances. In addition, the bidder agrees to cooperate with legally constituted Federal or State financial or program audits, requests for information or reports.

2. Reporting

The bidder will comply with reporting requirements as agreed upon during the contract negotiation stage.

3. Financial Requirements

The bidder assures that there are no past, current or outstanding claims against the bidder for failure to perform, financial insolvency, bankruptcy, negligence or malfeasance; citation of any contracts which were canceled or terminated for failure to perform, financial insolvency, bankruptcy, negligence or malfeasance. (If any, attach explanation.)

4. Organizational Requirements

The bidder assures that there is no current or potential conflict of interest in their potential selection as contractor or in the performance of their responsibilities as part of this project. (Note: The following condition would represent such a conflict of interest: hiring or contracting for assistance in the preparation of this proposal with an individual or organization who has been paid for work involved in the preparation of this RFP. The bidder may request, in writing, a clarification regarding a possible conflict of interest. This request must include a precise description of the relationship between the bidder and any other entity, and/or the circumstances, past, present or anticipated, which might account for the conflict of interest.)

5. Sanctioned Employees

The bidder will certify that neither it nor any of its employees or principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

By signing this form, the bidder provides assurance of compliance with all the above-listed requirements.

Signature

Date

Name (typed)

Title (chief executive officer)

Organization or Corporate Name

State of Maine HEALTH & HUMAN SERVICES Budget Form 1 REVENUE SUMMARY		AGENCY NAME:				
		PROGRAM NAME:				
		AGREEMENT START DATE:				
		AGREEMENT END DATE:				
		AGREEMENT NUMBER DHHS:				
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1	REVENUE SOURCES	TOTAL PROGRAM (this agreement)	SERVICE:	SERVICE:	SERVICE:	SERVICE:
2			PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
3	GOVERNMENT REVENUE					
4	Federal DHHS Agreement Funds					
5	MaineCare					
6	Other Federal Funds					
7	State DHHS Agreement Funds-General Fund					
8	State DHHS Agreement Funds – Fund for Healthy Maine					
9	DHHS Non Agreement Funds					
10	Other State Funds (Non-DHHS)					
11	County/Municipal Agreement Funds					
12	County/Municipal Other Funds					
13	TOTAL GOVERNMENT REVENUE					
14	PROGRAM INCOME					
15	Sale of Product					
16	Client Fees – Program					
17	Client Fees – Private					
18	Other Fees, Royalties, Misc.					
19	TOTAL PROGRAM INCOME					
20	OTHER REVENUE					
21	Contributions and Donations designated by the Donor for the Program (Restricted)					
22	Other Available Income committed to the Program or not designated by the Donor (Unrestricted)					
23	In-Kind					
24	TOTAL OTHER REVENUE					
25	TOTAL REVENUE (Lines 13 + 19 + 24)					
26	TOTAL AGENCY-WIDE REVENUE					

State of Maine HEALTH & HUMAN SERVICES Budget Form 2		AGENCY NAME:				
		PROGRAM NAME:				
		AGREEMENT START DATE:				
		AGREEMENT END DATE:				
		AGREEMENT NUMBER DHHS:				
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1	EXPENSE SUMMARY	TOTAL PROGRAM	SERVICE:	SERVICE:	SERVICE:	SERVICE:
2		(this agreement)	PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
3	PERSONNEL EXPENSES					
4	Salaries/Wages					
5	Fringe Benefits					
6	In-Kind					
7	TOTAL PERSONNEL EXPENSES					
8	EQUIPMENT PURCHASES					
9	SUB-RECIPIENT AWARDS					
10	ALL OTHER EXPENSES					
11	Occupancy – Depreciation					
12	Occupancy – Interest					
13	Occupancy – Rent					
14	Utilities/Heat					
15	Telephone					
16	Maintenance/Minor Repairs					
17	Bonding/Insurance					
18	Equipment Rental/Lease					
19	Materials/Supplies					
20	Depreciation (Non-Occupancy)					
21	Food					
22	Client-Related Travel					
23	Other Travel					
24	Consultants – Direct Service					
25	Consultants – Other					
26	Independent Public Accountants					
27	Technology Services/ Software					
28	In-Kind					
29	Miscellaneous					
30	Indirect Allocated - G & A					
31	TOTAL ALL OTHER (Lines 11 through 30)					
32	TOTAL AGENCY EXPENSES (Lines 7, 8, 9, 31)					
33	TOTAL AGENCY-WIDE EXPENSES					

State of Maine HEALTH AND HUMAN SERVICES Budget Form 2a IN-KIND RESOURCE DONATION	AGENCY NAME:	
	PROGRAM NAME:	
	AGREEMENT START DATE:	
	AGREEMENT END DATE:	
	AGREEMENT NUMBER DHHS:	

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	
Shall be used as matching funds for (check applicable):	
<input type="checkbox"/> FVPG	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP <input type="checkbox"/> Other (specify)

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	
Shall be used as matching funds for (check applicable):	
<input type="checkbox"/> FVPG	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP <input type="checkbox"/> Other (specify)

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	
Shall be used as matching funds for (check applicable):	
<input type="checkbox"/> FVPG	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP <input type="checkbox"/> Other (specify)

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	
Shall be used as matching funds for (check applicable):	
<input type="checkbox"/> FVPG	<input type="checkbox"/> SSBG/SPSS/CCSF <input type="checkbox"/> CVAP <input type="checkbox"/> Other (specify)

<p align="center">State of Maine HEALTH AND HUMAN SERVICES Budget Form 3 PERSONNEL EXPENSES</p> <p align="center">(Direct Costs Only, use form 4a for staff in Allocated Indirect Costs)</p>			AGENCY NAME:			
			PROGRAM NAME:			
			AGREEMENT START DATE:			
			AGREEMENT END DATE:			
			AGREEMENT NUMBER DHHS:			
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
	POSITION TITLE	CREDENTIAL (e.g. B.A., LCSW)	AVG. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL # ANNUAL HOURS SPENT ON PROGRAM	TOTAL PROGRAM SALARY FOR AGREEMENT PERIOD
1	<i>Direct Care, Clinical Staff:</i>					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14	Total FTE					
15	<i>Administrative Staff (non Indirect Allocated)</i>					
16						
17						
18						
19						
16						
20	Total FTE					
21	TOTAL					
COLUMN 7			COLUMN 8			
TOTAL FRINGE BENEFITS			SUMMARY			
22	TYPE OF BENEFIT (SPECIFY)	EXPENSE	% SALARY	ITEM		
23	FICA TAX			TOTAL SALARY		
24	UNEMPLOYMENT INSURANCE			TOTAL FRINGE		
25	WORKERS' COMPENSATION					
26	HEALTH/DENTAL			TOTAL (same as Form 2, line 7, for each Program)		
27	PENSION			Remarks:		
28	OTHER					
29	TOTAL FRINGE BENEFITS					
COLUMN 9						
31	CONSULTANTS – DIRECT SERVICE					
32	Service	Consultant Name	Credential	Hourly Rate	# Annual Hours	Total Cost
33						

34						
35						
36	TOTAL					

State of Maine HEALTH & HUMAN SERVICES Budget Form 4a INDIRECT PERSONNEL SUMMARY		AGENCY NAME:			
		PROGRAM NAME:			
		AGREEMENT START DATE:			
		AGREEMENT END DATE:			
		AGREEMENT NUMBER DHHS:			
LINE	COLUMN 1		COLUMN 2	COLUMN 3	COLUMN 4
	PERSONNEL EXPENSES (Indirect Allocated Costs Only – General and Administrative Staff)				
	POSITION TITLE		AVE. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL SALARY ALLOCATED TO TOAL AGREEMENT
1	Indirect Allocated (G&A) Staff:				
2					
3					
4					
5					
6					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21	TOTAL				
25	COLUMN 5			COLUMN 6	
26	TOTAL FRINGE BENEFITS			SUMMARY	
27	TYPE OF BENEFIT (SPECIFY)	% SALARY	EXPENSE	ITEM	
28	FICA TAX			TOTAL SALARY	
29	UNEMPLOYMENT INSURANCE			TOTAL FRINGE	
30	WORKERS' COMPENSATION				
31	HEALTH/DENTAL			TOTAL	
32	PENSION			Remarks:	
33	OTHER				
34	TOTAL FRINGE BENEFITS				

State of Maine HEALTH & HUMAN SERVICES Budget Form 5 EXPENSE DETAILS	AGENCY NAME:	
	PROGRAM NAME:	
	AGREEMENT START DATE:	
	AGREEMENT END DATE:	
	AGREEMENT NUMBER DHHS:	
COLUMN 1	COLUMN 2	COLUMN 3
Name of Line Item	AMOUNT (from Form 2)	DETAIL
Equipment Purchases		
Sub-Recipient Awards		
Occupancy – Depreciation		
Occupancy – Interest		
Occupancy – Rent		
Utilities/Heat		
Telephone		
Maintenance/Minor Repairs		
Bonding/Insurance		
Equipment Rental/Lease		
Materials/Supplies		
Depreciation (Non-occupancy)		
Food		
Client-Related Travel		
Other Travel		
Consultants – Other		
Independent Public Accountants		
Technology Services/Software		
Miscellaneous		

APPENDIX B

Memorandum of Understanding

Between

**Office of Adult Mental Health Services
and Bureau of Rehabilitation Services**

**Maine Department of Labor
Bureau of Rehabilitation Services
Division for the Blind and Visually Impaired
Division of Vocational Rehabilitation
And
Maine Department of Health and Human Services
Office of Adult Mental Health Services**

MEMORANDUM OF UNDERSTANDING (MOU)

Purpose: This Memorandum is intended to guide the Maine Department of Labor’s Bureau of Rehabilitation Services (BRS), through its Division for the Blind and Visually Impaired and the Division of Vocational Rehabilitation, and the Office of Adult Mental Health Services (OAMHS) in the Maine Department of Health and Human Services (DHHS), through a system change planning process for the purpose of implementing an aligned service delivery system that promotes evidence-based practices. It contains information about policies and processes that pertain to maintaining and enhancing the relationship between these two entities. This Memorandum is not to be used or regarded as a legally binding agreement or contract. Rather, it provides information about the programs and how we intend to work together.

Goals of the MOU:

- Strengthen partnerships between BRS and OAMHS in order to improve and expand employment services for our joint consumers, and to effectively implement the vocational components of the DHHS Consent Decree Plan in *Bates v. DHHS*.
- Ensure ethical best practices, particularly as they relate to consumer rights and meaningful choices.
- Maximize the utilization of all employment and training resources and funds to support competitive employment for people with mental illness in Maine.
- Improve the rehabilitation rate and increase the number of individuals with mental illness who are successful in achieving a full-time competitive employment goal.

Bureau of Rehabilitation Services:

The Division of Vocational Rehabilitation (DVR) and the Division for the Blind and Visually Impaired (DBVI) are the two state Vocational Rehabilitation agencies in Maine, which are within the Department of Labor (DOL) as part of the Bureau of Rehabilitation Services (BRS), and are charged with the responsibility to administer the Vocational Rehabilitation (VR) and the Independent Living Rehabilitation programs.

VR assists individuals with disabilities to choose, prepare for, and obtain and maintain competitive employment commensurate with their interests and abilities through an Individualized Plan for Employment (IPE) that addresses the disability-related barriers to successful employment. Services identified in an IPE are individualized and may include counseling, training, medical treatment, assistive devices, job placement assistance, and other services.

Office of Adult Mental Health Services:

The primary responsibility of the Office of Adult Mental Health Services (OAMHS) is to develop and maintain a system of mental health treatments, services, and supports for people age 18 and older. These services are directed toward people with serious mental illness who have significant difficulty functioning in the community. OAHMS ensures that a full array of mental health, rehabilitation, residential and other support services are present in Maine communities in order to promote integration of care and quality of life for adults with serious and persistent mental illness.

The Office of Adult Mental Health Services has funded and administered a Long Term Vocational Support Program for several years. As part of its approved Consent Decree plan OAMHS will fund Employment Specialists and Benefit Specialists who will work in conjunction with existing OAMHS and BRS programs to create additional employment opportunities for consumers with mental illness.

Joint Responsibilities of BRS and OAMHS:

BRS and OAMHS agree to explore new resources for the purpose of developing and overseeing a comprehensive system of employment and training services for people with mental illness in Maine, and each will designate a staff person to be the key contact within their respective agencies to coordinate existing agency programs and efforts. A workgroup will be convened to initiate and coordinate the following activities:

A. System Development

1. Review all employment services offered to mental health consumers to determine what services currently exist, and use qualitative and quantitative data to identify what services and resources are needed to overcome obstacles for the ongoing successful employment of individuals with mental illness who wish to work.
2. Promote the use of evidence-based practices and promising approaches in supported employment in the ongoing effort to improve employment services.
3. Invite stakeholders, including consumers, families, employers, service providers and advisory groups to both agencies, to be involved in the system development process and share areas of expertise and concerns.
4. Pursue funding opportunities from all sources, including at a minimum those available through the Social Security Administration, Centers for Medicaid and Medicare Services, Workforce Investment Boards, and U.S. DOL Employment and Training Administration.

B. Coordination of Services

1. Identify and pursue cross-training opportunities for OAMHS and BRS staff in areas pertinent to employment and mental illness;
2. Identify and address regional differences in service coordination and effective service delivery;
3. Design and integrate the newly funded OAMHS Employment Specialist services with existing OAMHS and BRS vocational services to create a more closely aligned employment service system (See Attachment A.).
4. Develop a handout to inform consumers of the differences between BRS services and the services available through the OAMHS funded Employment Specialist.

C. Quality Assurance

1. OAMHS will continue to work with BRS to establish and maintain consistency of credentialing standards for staff providing employment support.
2. OAMHS will draft language for inclusion in revised Mental Health Licensing regulations to include employment specific standards for those providers who provide employment support services. These standards will be consistent with those currently recognized by BRS.
3. OAMHS and BRS will jointly develop and implement a fidelity review process for employment support providers.
4. OAMHS will continue to work with BRS to establish an accessible, comprehensive and uniform system of benefits counseling services across the State of Maine for all individuals with disabilities interested in pursuing employment.
5. BRS and OAMHS will stay current with evidence-based practices and promising approaches available to support employment, and disseminate that information to providers and consumers.

DISPUTE RESOLUTION:

The joint BRS-OAMHS workgroup identified in the **Joint Responsibilities** section above will be responsible to monitor and evaluate the implementation of the practices and procedures described in this Memorandum. It is expected that this group will gather information and propose solutions to problems encountered in the implementation of the Memorandum. If the workgroup cannot reach a solution, or if the solution needs administrative or financial resources beyond the scope of responsibility of the workgroup, the matter will be referred to the Director of OAMHS, and Director of BRS.

This agreement will be in effect upon the signature of MDOL BRS and DHHS OAMHS. It can be terminated by either party upon a 30-day written notice. Modifications, changes and amendments may be made upon mutual agreement, in writing and with signatures by both departments.

**Brenda Harvey, Commissioner
Dept. of Health & Human Services**

**Laura Fortman, Commissioner
Department of Labor**

Date

Date

**Ronald S. Welch, Director
Office of Adult Mental Health Services**

**Jill Duson, Director
Bureau of Rehabilitation Services**

Date

Date

ATTACHMENT A

Coordination of Services Between OAMHS Funded Employment Specialists And BRS VR Counselors

Important Note: This process is in development and will be reviewed by the BRS/OAMHS work group at six month intervals for at least the first year of implementation and as needed thereafter.

Eligibility Determination/Referral Process

1. BRS counselors will determine eligibility for BRS services according to existing procedures and mandates.
2. If a consumer qualifies for BRS services and has a community support worker from an OAMHS contracted agency with an Employment Specialist (OAMHS will provide list of agencies to BRS) the BRS Counselor will inform the consumer of the availability of Employment Specialists from the community support agency.
3. If the consumer does not have a community support worker, but qualifies for BRS services because of a psychosocial impairment, the BRS counselor will inform the consumer of the availability of community support and Employment Specialist services through the identified agency.
4. The BRS counselor will assist as appropriate in making a referral to the community support agency.
5. OAMHS and the BRS counselor will follow the consumer's choice about whether to remain on the BRS wait list.
6. BRS and the OAMHS funded Employment Specialists will co-facilitate Career Exploration/self search groups, consisting of VR clients and clients receiving services through the Employment Specialist, at the local Career Center

Use of Job Readiness Assessment

1. BRS staff will train the new OAMHS funded Employment Specialists in the use of the BRS Job Readiness Assessment (JRA), and in how that Assessment relates to employment plan development.
2. BRS staff will educate the OAMHS funded Employment Specialists in the criteria for BRS funded employment plans, so the Employment Specialists can use this information to develop plans usable by BRS counselors if the consumer elects to use that service.
3. The OAMHS funded Employment Specialists will use the JRA with each consumer to identify the strengths and challenges the consumer may experience in his/her employment search.
4. The Employment Specialist will develop employment plans with the consumer in accordance with the criteria described in #2 above.
5. If the Employment Specialist or the BRS Counselor has questions or concerns about the content of the employment plan, the consumer will be asked for consent for the Employment Specialist to consult with the BRS counselor about the issue, or for a meeting with the consumer present to discuss the issue.

6. For consumers who are active BRS clients who elect to receive services through an Employment Specialist located at a mental health community support agency, BRS will provide funding for employment-related expenses, as agreed upon in the BRS Employment Plan, consistent with that available to individuals receiving services through a BRS funded Employment Specialist.