**STATE OF MAINE**

**Department of Health and Human Services**

*Office of Behavioral Health*



**RFP# 202502024**

**Independent Reviewer**

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Coordinator** | **NAME:** | | Debra Downer |
| **TITLE:** | | Deputy Director |
| **EMAIL:** | | [debra.downer@maine.gov](mailto:debra.downer@maine.gov) |
| *All communication regarding the RFP must be made through the RFP Coordinator.* | | | |
| **Submitted Questions Due Date** | February 26, 2025, no later than 11:59 p.m., local time | | |
| *All questions must be received by the RFP Coordinator by the date and time listed above.* | | | |
| **Proposal Submission Deadline** | **DATE:** | March 17, 2025, no later than 11:59 p.m., local time. | |
| **TO:** | [Proposals@maine.gov](mailto:Proposals@maine.gov) | |
| *Proposals must be received electronically by the Office of State Procurement Services by the date and time listed above.* | | | |

TABLE OF CONTENTS

|  |  |
| --- | --- |
|  | **Page** |
|  |  |
| **PUBLIC NOTICE** | **3** |
|  |  |
| **RFP DEFINITIONS/ACRONYMS** | **4** |
|  |  |
| **PART I INTRODUCTION** | **7** |
| 1. PURPOSE AND BACKGROUND |  |
| 1. GENERAL PROVISIONS |  |
| 1. ELIGIBILITY TO SUBMIT A BID |  |
| 1. CONTRACT TERM |  |
| 1. NUMBER OF AWARDS |  |
|  |  |
| **PART II SCOPE OF SERVICES TO BE PROVIDED** | **11** |
|  |  |
| **PART III KEY RFP EVENTS** | **16** |
| 1. QUESTIONS |  |
| 1. AMENDMENTS |  |
| 1. PROPOSAL SUBMISSION |  |
|  |  |
| **PART IV PROPOSAL SUBMISSION REQUIREMENTS** | **18** |
|  |  |
| **PART V PROPOSAL EVALUATION AND SELECTION** | **21** |
| 1. EVALUATION PROCESS – GENERAL INFORMATION |  |
| 1. SCORING WEIGHTS AND PROCESS |  |
| 1. SELECTION AND AWARD |  |
| 1. APPEAL OF CONTRACT AWARDS |  |
|  |  |
| **PART VI CONTRACT ADMINISTRATION AND CONDITIONS** | **24** |
| 1. CONTRACT DOCUMENT |  |
| 1. STANDARD STATE CONTRACT PROVISIONS |  |
|  |  |
| **PART VII RFP APPENDICES AND RELATED DOCUMENTS** | **26** |
| **APPENDIX A** – PROPOSAL COVER PAGE |  |
| **APPENDIX B** – RESPONSIBLE BIDDER CERTIFICATION |  |
| **APPENDIX C** – ELIGIBILITY TO SUBMIT A BID |  |
| **APPENDIX D** – QUALIFICATIONS and EXPERIENCE FORM |  |
| **APPENDIX E** – SUBCONTRACTOR FORM |  |
| **APPENDIX F** – LITIGATION FORM |  |
| **APPENDIX G** – RESPONSE TO PROPOSED SERVICES |  |
| **APPENDIX H** – COST PROPOSAL |  |
| **APPENDIX I** – SETTLEMENT AGREEMENT |  |
| **APPENDIX J** – SUBMITTED QUESTIONS FORM |  |

PUBLIC NOTICE

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**State of Maine**

**Department of Health and Human Services**

**RFP# 202502024**

**Independent Reviewer**

The State of Maine is seeking proposals for an Independent Reviewer pursuant to a recent Settlement Agreement (Agreement) between the United States Department of Justice and the State of Maine.

A copy of the RFP and all related documents can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the Office of State Procurement Services, via e-mail, at: [Proposals@maine.gov](mailto:Proposals@maine.gov). Proposal submissions must be received no later than 11:59 p.m., local time, on March 17, 2025. Proposals will be opened the following business day.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP and/or the Agreement (Appendix I), have the meanings indicated below. For easy reference, relevant terms from the Agreement specifically mentioned in this RFP are summarized below:

| **Term/Acronym** | **Definition** |
| --- | --- |
| **Behavioral Health Disabilities** | Mental health and/or developmental disabilities, as defined at [28 C.F.R. § 35.108(a)(1)](https://wwwhttps:/www.govinfo.gov/content/pkg/CFR-2023-title28-vol1/pdf/CFR-2023-title28-vol1-part35.pdf.ecfr.gov/current/title-28/chapter-I/part-35). |
| **Care Coordination** | A service planning and coordination process provided to Children for selecting and organizing services that a Child may need to live in their Family home. Care Coordination is based on Wraparound Planning Principles and is an umbrella term that includes High Fidelity Wraparound (HFW), defined below. |
| **Care Coordinator** | Helps Children obtain access to Community-Based Services. Care Coordinators have specialized knowledge and training in Care Coordination that is informed by Wraparound Planning Principles, as defined in the Agreement, and which are based on those developed by the [National Wraparound Initiative](https://www.nwic.org/). Care Coordinator is an umbrella term that includes HFW Care Coordinators, defined below. |
| **Child/Children** | Individuals under the age of twenty-one (21), who are covered under the Settlement Agreement (Agreement). |
| **Children’s Behavioral Health Services Integration Coordinator** | An employee or contractor of the State who coordinates the State’s compliance with the terms of the Agreement. The Children’s Behavioral Health Services Integration Coordinator will coordinate the State’s Agreement-related activities and its communications with the United States Department of Justice (U.S.) and the Independent Reviewer as defined in the Agreement. |
| **Community-Based Services** | As defined in Appendix A, § F of the Agreement (page 35 of Appendix I). |
| **Department** | Maine’s Department of Health and Human Services |
| **Family/Families** | The parent, guardian, or legally responsible party of a Child. |
| **Family Home** | An integrated, non-disability-specific setting in which Children live with a family who help the Child go to school, recreate, and receive services. A Family Home generally means a parental home. A Family Home also includes: (1) a kinship home, which is the home of an individual who is related to the Child by blood, marriage, or adoption; or who is a Family friend whose close relationship is acknowledged by the Child’s Family or by the Child; or who is unrelated to the Child but has an emotionally significant relationship with the Child or Child’s Family; (2) a guardian’s home; (3) a foster care home in which a foster care parent lives full-time; (4) a Therapeutic Foster Care Home (defined at Section IV.E.5 of the Settlement Agreement), for Children in the child-welfare system; or Therapeutic Intensive Home (also defined at Section IV.E.5 of the Settlement Agreement), for Children both in and out of the child-welfare system; or (5) a house or apartment owned or rented by the Child, if the Child has reached the age of majority or is an emancipated minor. |
| **HFW Care Coordinator** | HFW Care Coordinators connect Children to Community-Based Services and have specialized knowledge and training to provide HFW. |
| **High Fidelity Wraparound Service (HFW)** | An intensive, team-based type of Care Coordination available to those Children receiving Behavioral Health Home (“BHH”) services under MBM Chapter II, Section 92 for selecting and organizing the services that an eligible Child needs to address their behavioral health challenges when involved in multiple child-serving systems and at risk of or in an Out-of-Home Placement, based on the Wraparound Planning Principles. |
| **Independent Reviewer** | The Bidder selected under this RFP to gather, analyze, and report on information and data reflecting the State’s progress in complying with all sections of the Agreement. |
| **Individualized Service Plan (ISP)** | As defined by Section III.B.5 of the Agreement. |
| **Informed Choice** | A choice that a Family and/or a Child make about the setting where the Child will live and receive services, after receiving information about and being considered for all of the behavioral health services offered, paid for, and/or administered by the State for which the Child is eligible, and with the assumption that the Child’s service needs can be met in a Family Home, with reasonable modifications. |
| **Natural Support(s)** | A person who (1) is not employed by a provider agency; (2) knows a Child personally; and (3) helps the Child live in and engage with the community. |
| **Out-of-Home Placement** | A residential setting other than a Family Home, whether within Maine or out-of-State, where a Child receives services primarily based on a behavioral health need. An Out-of-Home Placement is not a violation of this Agreement if a Family or Child, through the service planning process or otherwise, makes an Informed Choice that the Child will receive services in an Out-of-Home Placement. A hospital emergency department is not an Out-of-Home Placement. |
| **Party(ies)** | The U.S. and the State. |
| **RFP** | Request for Proposals |
| **Settlement Agreement (Agreement)** | The agreement between the Parties resolving United States of America v. State of Maine, case number 1:24-cv-00315-SDN. |
| **Stakeholders** | Includes Children, Families, and individuals who provide any services to Children such as advocates, advocacy organizations, attorneys, Care Coordinators, Children’s counselors, Child welfare leadership and staff, service providers, foster Families, Family court judges, juvenile justice leadership and staff, juvenile criminal court judges, law enforcement personnel, Natural Supports, peer service providers, pediatricians, Child psychologists, Child psychiatrists, social workers, school staff, and therapists. |
| **State** | State of Maine, a Party to the Agreement |
| [**Trauma Informed Care**](https://store.samhsa.gov/sites/default/files/d7/priv/sma14-4816.pdf) | An approach to behavioral health services that shifts the focus from “What’s wrong with you?” to “What happened to you?” and acknowledges that behavioral health professionals need to have a complete picture of a person’s life situation — past and present — in order to provide effective crisis care services with a healing orientation. |
| **Timely** | To be Timely, services must be available in time to prevent Children from unnecessarily: (1) entering an Out-of-Home Placement for the purpose of receiving behavioral health services; (2) remaining in an Out-of-Home Placement; or (3) remaining in an emergency department. |
| **U.S.** | United States, a Party to the Agreement |

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

**RFP# 202502024**

**Independent Reviewer**

**PART I INTRODUCTION**

**Purpose and Background**

The Department of Health and Human Services (Department) is seeking an Independent Reviewer as defined in this Request for Proposals (RFP) document pursuant to the Settlement Agreement between the State of Maine and the United States (U.S.). This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

The Department is dedicated to promoting health, safety, resiliency, and opportunity to all Maine residents. The Department’s Office of Behavioral Health (OBH) is the State’s administrative authority responsible for the planning, development, implementation, regulation, and evaluation of substance use and mental health services. The mission of OBH is to support a complete and coordinated behavioral health continuum of care that serves the whole person, the whole community; and to ensure that all Maine residents with mental health challenges, substance use disorders, and/or co-occurring disorders are not simply managing symptoms, but are living independent lives of dignity, hope, and meaning.

On September 9, 2024, the United States (U.S.) filed a lawsuit against the State alleging violation of [Title II of the Americans with Disabilities Act (ADA)](https://www.ada.gov/law-and-regs/regulations/title-ii-2010-regulations/) and the Supreme Court’s decision in *Olmstead v. L.C*. by unnecessarily segregating Children with Behavioral Health Disabilities in hospitals, residential facilities, and a juvenile detention facility. In November 2024, the State and the U.S. reached a Settlement Agreement (Agreement) to fully resolve and settle the claims that gave rise to the lawsuit,acknowledging that it is in the public’s best interest to resolve the matter without litigation.

The Agreement, among other things, will further efforts to prevent individuals with disabilities under the age of twenty-one (21) with behavioral health needs from unnecessarily entering or remaining in an Out-of-Home Placement, and to support the transition of Children back to a Family Home if they have entered or remain in an Out-of-Home Placement unnecessarily. Implementation of the Agreement will strengthen the array of Community-Based Services available to Children, ensure Timely access to those services, and furnish to Children and their Families service planning and Care Coordination. Under the Agreement, Children will be assumed capable of having their needs met with a family, in a Family Home.

Through the Agreement, the State will increase the availability of Community-Based Services for Children, while also honoring Children and Families' Informed Choice for services either inside or outside of a Family home. The Agreement includes long-term commitments by the State to provide Timely assessments of Children's behavioral health needs and Care Coordination, guided by Wraparound Planning Principles, to all Children covered by the Agreement; furnish High Fidelity Wraparound Services to Children with high acuity behavioral health needs; reduce wait lists for behavioral health services; and reduce the need for stays in hospitals, emergency departments, juvenile detention facilities, and other institutional settings based on behavioral health needs.

In order to ensure compliance with the Agreement, and as a requirement of the Agreement, the Department is seeking an Independent Reviewer to serve as a neutral third party to gather, analyze, and report on information and data reflecting the State’s progress in complying and implementing the terms of the Agreement. The Independent Reviewer will pursue a problem-solving approach to resolve amicably any disagreements that arise between Parties so the Parties can focus on the State’s compliance with the Agreement. The role, power, and responsibilities of the Independent Reviewer are outlined in the Settlement Agreement, including Section XI.

The Independent Reviewer shall utilize various methodologies to assess compliance with and implementation of the Agreement, including, but not limited to: on-site inspection of Children’s residences and programs; detailed review of relevant documents, records, and data collected by the State and behavioral health service providers, including Individualized Service Plans (ISPs). In addition, the Independent Review may be required to conduct: interviews with Families, Children, school administrators, providers, Natural Supports, Care Coordinators, Stakeholders, and relevant State staff; individual case reviews, including the quality and sufficiency of ISPs, by regularly reviewing sufficient samples of Children, including through first-person interviews; surveys and/or focus groups, as appropriate; and other methodologies as agreed to by the Parties.

Finally, the Independent Reviewer will evaluate the State’s Implementation Plan strategies and metrics, and performance measures as required by Section IX.B-D of the Agreement and provide substantive feedback on the State’s Implementation Plan.

Based on this information, the Independent Reviewer will draft and finalize a comprehensive report on the State’s compliance with the Agreement every fiscal year related to its compliance during the preceding State fiscal year, including a final report due nine (9) months prior to the termination of the Agreement. The reports shall indicate recommendations for facilitating or sustaining compliance; specify how the State is or is not in compliance with Agreement obligations; and for future obligations, the Independent Reviewer shall report on whether the State is progressing at an appropriate pace toward achieving compliance once the obligation takes effect. These reports may contain personally identifiable information or confidential information when provided to the Parties. Any personally identifiable or confidential information shall be redacted in the public reports.

The Independent Reviewer may be requested to provide technical assistance to the State on any other aspect of the Agreement.

1. **General Provisions**
   1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
   2. This RFP is based on the terms of the Settlement Agreement. In the event of a discrepancy between the RFP terms and the Settlement Agreement terms, the Settlement Agreement will control.
   3. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
   4. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
   5. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any). The Department may also consider internal Departmental information of previous contract history with the Bidder (if any). The Department and the U.S. also reserve the right to consider other reliable references and publicly available information in evaluating a Bidder.
   6. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
   7. The RFP, the Agreement provisions, and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
   8. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.). State contracts and State information related to contracts, including bid submissions, are generally public records per FOAA.
   9. In the event that a Bidder believes any information that it submits in response to this RFP is confidential, it must mark that information accordingly, and include citation to legal authority in support of the Bidder’s claim of confidentiality. In the event that the Department receives a FOAA request that includes submissions marked as confidential, the Department shall evaluate the information and any legal authority from the Bidder to determine whether the information is an exception to FOAA’s definition of public record. If the Department determines to release information that a Bidder has marked confidential, it shall provide advance notice to the Bidder to allow for them to seek legal relief.
   10. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
   11. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Eligibility to Submit a Bid**

Bidders must have at minimum:

1. Eight (8) years of expertise and experience related to the provision of home and Community-Based Services for Children with Behavioral Health Disabilities, with direct experience in one (1) or more rural areas, including facilitating and overseeing:
   1. Administration, funding, and delivery of such services;
   2. System-wide transformation; or
   3. Transitions to Community-Based Services from Out-of-Home Placements; and
2. Eight (8) years of experience in auditing, research, program evaluation, statistics, or data (qualitative and quantitative) analysis of Community-Based Services for Children with Behavioral Health Disabilities or similar services.
3. **Contract Term**

The Department is seeking cost-efficient proposals to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. The dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the 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 the contract, the Department may opt to renew the contract for one (1) renewal period, as shown in the table below, with renewals to continue at the discretion of the State and the United States, in accordance with the Agreement, for the term of the Agreement.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | 5/1/2025 | 4/30/2028 |
| Renewal Period #1 | 5/1/2028 | 4/30/2030 |

1. **Number of Awards**

The Department anticipates making one (1) award as a result of this RFP process.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

**Specific instructions for the Bidder to provide a narrative response to the Scope of Services may be found in Part IV, Section III, Proposed Services.**

1. **Independent Reviewer’s Role and Authority**
   * + 1. Conduct a robust, independent and comprehensive program evaluation, including process and outcome components, to assess the State's compliance with its obligations under the Settlement Agreement (Agreement) and the impact of implementation on the State’s provision of Community-Based Services to Children covered by the Agreement.
          1. In collaboration with the Parties, gather, analyze, and report on information and data related to the State’s progress in complying with all sections of the Agreement.
          2. Present all information and findings in a manner which clearly states the actionable steps the State could take to align with and uphold expectations of the Agreement.
          3. Outline the Independent Reviewer’s role in assisting the State in monitoring and upholding elements of the implementation, Agreement, and timeline.
       2. Utilize a problem-solving approach to resolve amicably any disagreements that arise, including but not limited to those between the Parties, so the Parties can focus on the State’s compliance with the Agreement.
          1. Ensure an engaged, partnered approach with the Parties, including the Children’s Behavioral Health Services Integration Coordinator, that coordinates the State’s efforts to comply with its obligations under the Agreement and clearly communicates actionable steps the State could take in Agreement related activities.
       3. Communicate ex parte with a Party, counsel, agents or staff of the Parties, or anyone else the Independent Reviewer deems necessary for completing their responsibilities.
          1. The State reserves the right to require the Independent Reviewer to copy the State’s counsel on any written communications with any responsible State employees or staff.
       4. Testify in any case between the Parties regarding any matter relating to the implementation, enforcement, or dissolution of the Agreement, including but not limited to:
          1. The Independent Reviewer’s observations, findings, and recommendations in matters relevant to the Agreement.
2. **Assessment Methodology Plan**

Consult with the Parties and submit a written plan on methodologies (Assessment Methodology Plan) that the Independent Reviewer will use to assess compliance with and implementation of the Agreement, and that:

Identifies data elements that the Independent Reviewer will request from the State and their intended methodology for analysis.

Meets the requirements for data collection, analysis, and reporting as required by the Agreement.

Is provided to the Parties within forty-five (45) calendar days of receiving the State’s initial draft Implementation Plan and is updated biennially if needed to adjust to the State’s Implementation Plan changes and as needed and/or requested by the Parties.

Provide any ad-hoc analysis plans to the Department for implementation, as capacity for ad-hoc reports allows.

Ensure the assessment methodology plan includes multi-dimensional information collection and analysis through a variety of methods, as indicated in the Agreement, including:

On-site inspection of Children’s residences and programs.

Detailed review of relevant documents, records and data (including Individualized Service Plans (ISPs)) collected by the State and behavioral health service providers.

Performance Indicators to evaluate the effectiveness of strategies in the State’s Implementation Plan.

Additional assessment methods may include:

Interviews with Families, Children, school administrators, providers, Natural Supports, Care Coordinators, Stakeholders and relevant State staff;

Individual case reviews, including the quality and sufficiency of ISPs, by regularly reviewing sufficient samples of Children, including through first-person interviews;

Surveys and/or focus groups, as appropriate; and

Other methodologies as agreed to by the Parties.

Work with the State for data pulling to ensure proper data, information, and record access consistent with the Settlement Agreement when information is requested from the State.

Ensure the Department and/or State counsel is afforded the opportunity to be present when the Independent Reviewer interviews State employees or staff.

1. **Additional Requirements** 
   1. Within thirty (30) calendar days of receipt of the State’s Implementation Plan, the U.S. and the Independent Reviewer will provide comments to the State regarding the Implementation Plan.
   2. Review semi-annual reports submitted by the State with reporting and data on workforce shortages affecting services required under the Agreement, steps the State has taken to increase the workforce, and whether those steps have enabled the State to furnish Care Coordination and Community-Based Services to Children.
   3. Review and comment on proposed training and curricula to be provided by the State to the Independent Reviewer on or before twelve (12) months following December 20, 2024, as well as annual updates about any modifications to the training policy or curricula.
   4. Review policy, processes, and procedures in order to evaluate and provide feedback to the Parties.
   5. The Independent Reviewer may review compliance with the Agreement at any time.
   6. Ensure a Trauma-Informed Care approach is utilized for all interviews and interactions with Children and Families.
2. **Budget**
   1. Provide a detailed budget for any contract renewals at least one hundred twenty (120) calendar days prior to the start of the renewal period.
3. **Reports** 
   1. Each State fiscal year, complete and submit a comprehensive annual public report on the State’s compliance with the terms of the Agreement during the prior State fiscal year (July 1st to June 30th).
   2. Prepare and submit to the Parties a final report on compliance, nine (9) months prior to the date the Agreement is intended to terminate.
   3. Ensure annual and final reports include, at minimum:
      1. A comprehensive evaluation of the State’s progress in achieving or sustaining metrics, benchmarks, and activities as outlined in the State’s approved implementation plan;
      2. Recommendations for facilitating or sustaining compliance;
      3. How the State is or is not in compliance with each of its obligations in the Agreement; and
      4. A report on whether the State is progressing at an appropriate pace toward achieving compliance when future obligations in the Agreement takes effect.
   4. Provide a draft of the annual reports and final report to the Parties for comment at least forty-five (45) calendar days prior to report finalization of November 15th each calendar year.
      1. The first annual report finalization date may be amended, as needed and agreed upon by the Parties.
      2. Parties have thirty (30) calendar days to review and provide feedback/comments to the Independent Reviewer.
   5. Provide the finalized report fifteen (15) calendar days after receiving feedback/comments from both Parties.
   6. As capacity allows and as agreed upon by the Parties, provide ad-hoc reports, similar to issue briefs, in addition to the annual report.

*Topics for the ad-hoc reports will be agreed upon by all Parties to the Agreement, with topics and timelines finalized in advance of initiation of effort. implementation.*

1. **Experience and Qualifications**
2. Ensure the Independent Reviewer has experience and qualifications relevant to the role and authority, or hire staff and consultants with additional qualifications as necessary, to assist in carrying out the Independent Reviewer’s duties and responsibilities.

Provide at least one (1) lead individual who works no less than 0.5 FTE and who acts as the single point of contact when interacting with the Parties.

The lead individual shall have an advanced degree in social work, public health, public administration, juris doctorate, or other similar degree.

1. The Independent Reviewer, including staff or consultants that will work on the Agreement, shall have pertinent experience and qualifications, which may include experience related to:

Medicaid-funded Community-Based Services for individuals with disabilities;

The provision of Community-Based Services for Children with Behavioral Health Disabilities or similar populations in one (1) or more rural areas;

Working or advising public agency/ies on program implementation of Community-Based services for Children with Behavioral Health Disabilities, including but not limited to those with juvenile justice involvement;

Integrating the principals of Trauma-informed Care in conducting evaluations and/or research; and/or

Implementation science.

1. **Technical Assistance**
2. Ensure the Independent Reviewer will provide technical assistance to the State if more than ten percent (10%) of Children’s ISPs state: (1) that the Child/Family made an Informed Choice not to accept services in a Family Home; and/or (2) that the Child needs services that the State only offers in an Out-of-Home Placement.
   1. The Independent Reviewer will provide technical assistance to the State to ensure that the State is: (1) proceeding from the assumption that Children can be served in a Family Home; (2) providing all Families and Children with the opportunity to make anInformed Choice whether to receive services in a Family Home or in an Out-of-Home Placement; and (3) making reasonable modifications consistent with Section III.B.8.iii of the Agreement to serve Children in Family Homes.
3. The Independent Reviewer may provide the State with technical assistance related to any aspect of the Agreement which may include:
   1. Implementation of evidence-based practice into real world application, to include recommendations on approach, methodology, and/or software, as applicable;
   2. Recommendations on opportunities for continuous improvement and quality assurance;
   3. Training policy and curricula;
   4. Service planning;
   5. Reasonable modification processes; and
   6. Sustainability.

# **Confidentiality Requirements**

1. Obtain and maintain insurance as outlined in the State of Maine [IT-Service Contract](https://www.maine.gov/dafs/bbm/procurementservices/sites/maine.gov.dafs.bbm.procurementservices/files/inline-files/IT%20Service%20Contract%20%28IT-SC%29%20Template%20%28locked%29_1.31.25.pdf), under Rider B-IT, Section 19. Insurance Requirements.
2. If the awarded Bidder electronically collects sensitive information (PII, PHI, and/or other confidential data) as part of the service delivery under the contract awarded under this RFP, the awarded Bidder must implement risk assessment and vulnerability scanning policies and procedures, at minimum to be equivalent to MaineIT policies for:

[Risk Assessment Policy & Procedures (RA-1)](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/RiskAssessmentPolicyProcedure.pdf); and

[Vulnerability Scanning Procedure (RA-5)](https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/VulnerablityScanningProcedure.pdf).

1. Comply with all State and Federal laws regarding the protection of confidential and/or sensitive information that is collected or maintained by the awarded Bidder, including, as applicable, notification to individuals in the event of unauthorized access or disclosure.
2. Comply with all confidentiality requirements outlined in the State of Maine [IT-Service Contract](https://www.maine.gov/dafs/bbm/procurementservices/sites/maine.gov.dafs.bbm.procurementservices/files/inline-files/IT%20Service%20Contract%20%28IT-SC%29%20Template%20%28locked%29_1.31.25.pdf), under Rider B-IT, Section 30. Confidentiality.

# **Reports**

* 1. Track and record all data/information necessary to complete the required reports listed in **Table 1**:

|  |  |  |
| --- | --- | --- |
| **Table 1 – Required Reports** | | |
| **Name of Report** | | **Description** |
| **a.** | Monthly Status Report | Includes, but is not limited to:Any status updates on recent action(s);Any update(s) and/or change(s) related to staffing;Any barrier(s) and/or challenge(s) encountered;Plans for the following month;Any other additional information deemed pertinent to share with the Parties; andOther information, as agreed upon between the Parties and awarded Bidder. |
| **b.** | Ad-hoc Reports | As agreed upon between the Parties and the awarded Independent Reviewer. |
| **c.** | Annual Compliance Report | A comprehensive report of the State’s compliance with the terms of the Agreement during the preceding State fiscal year. |
| **d.** | Assessment Methodology Plan | Outlines the Independent Reviewer’s intended methodology for quantitative and qualitative data analysis and includes biennial updates as needed to adjust to Implementation Plan changes and other updates as needed. |
| **e.** | Detailed Budget Report | Outlines anticipated costs needed for the next renewal period. |
| **f.** | Final Compliance Report | Comprehensive report of the State’s compliance with the terms of the Agreement. I |

# Submit all the required reports to the Department in accordance with the timelines established in **Table 2**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 2 – Required Reports Timelines** | | | |
| **Name of Report** | | **Period Captured by Report** | **Due Date** |
| **a.** | Monthly Status Report | Each month | Fifteen (15) calendar days after the end of the month |
| **b.** | Ad-hoc Report | As agreed upon between the Parties and the awarded Bidder | As agreed upon between the Parties and the awarded Bidder |
| **c.** | Annual Compliance Report | Each State fiscal year | November 15th of each calendar year |
| **d.** | Assessment Methodology Plan | For work to be completed in the forthcoming State fiscal year, includes biennial updates as needed to adjust to Implementation Plan changes and other updates as needed | After the initial plan submission, subsequent assessment methodology plans are due, as needed, thirty (30) calendar days following approval of the updated Implementation Plans or as other requested updates. |
| **e.** | Detailed Budget Report | Next renewal period | One hundred twenty (120) calendar days prior to the start of the renewal. |
| **f.** | Final Compliance Report | Entire contract | Nine (9) months prior to the termination of the Agreement. |

**PART III KEY RFP EVENTS**

1. **Questions**
   1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
      1. Bidders and other interested parties should use **Appendix J** (Submitted Questions Form) for submission of questions. If used, the form is to be submitted as a WORD document.
      2. Questions must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
      3. The RFP Number and Title must be included in the subject line of the e-mail containing the submitted questions. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
   2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Proposal Submission**
   1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
      1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
   2. **Delivery Instructions:** E-mail proposal submissions must be submitted to the Office of State Procurement Services at [Proposals@maine.gov](mailto:Proposals@maine.gov).
      1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
         1. Proposal submission e-mails that are successfully received by the [proposals@maine.gov](mailto:proposals@maine.gov) inbox will receive an automatic reply stating as such.
      2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
      3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Bidders should work with their Information Technology team to ensure that the proposal submission will not be encrypted due to any security settings.
      4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
   3. **Submission Format:**
      1. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202502024 Proposal Submission – [Bidder’s Name]”**
      2. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:

* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Responsible Bidder Certification)

**Appendix C** (Eligibility to Submit a Bid)

All required eligibility documentation stated in PART IV, Section I, should be included in one (1) PDF file.

* **File 2 [Bidder’s Name] – Qualifications and Experience:**

*PDF format preferred*

**Appendix D** (Qualifications and Experience Form)

**Appendix E** (Subcontractor Form), if applicable

**Appendix F** (Litigation Form)

All required information and attachments stated in PART IV, Section II, should be included in one (1) PDF file.

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

**Appendix G** (Response to Proposed Services)

All required information and attachments stated in PART IV, Section III, should be included in one (1) PDF file.

* **File 4 [Bidder’s Name] – Cost Proposal:**

*Excel format preferred*

**Appendix H** (Cost Proposal)

All required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

Bidders’ proposals must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Bidders must include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Responsible Bidder Certification**

Bidders must complete **Appendix B** (Responsible Bidder Certification). The Responsible Bidder Certification must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Eligibility Requirements**

Bidders must provide documentation to demonstrate meeting eligibility requirements stated in PART I, C. of the RFP. This documentation includes:

1. **Appendix C** (Eligibility to Submit a Bid)

**Section II Qualifications and Experience** (File #2)

* 1. **Overview of the Bidder**

Bidders must complete **Appendix D** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. In addition, Bidders must include:

* + - * 1. Two (2) examples of projects within the last fifteen (15) years, which reflect experience and expertise needed in performing the functions described in Part II of the RFP. Projects provided may include but are not limited to employment, direct contracted work, subcontracted work and/or other consultative work undertaken.
  1. **Subcontractor**

If known, subcontractors, including consultants, must be identified by Bidders in **Appendix E** (Subcontractor Form) providing a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Project Team Organizational Chart**

Bidders must provide a legible organizational chart of the project team including to whom the project team reports. Note: individual project team positions are to be identified in the job description and staffing plan requirements of **Appendix G** (Response to Proposed Services). If the Bidder is an individual rather than an organization, the Bidder must note this.

* 1. **Litigation**

Bidders must complete **Appendix F** (Litigation Form) providing a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome. If no litigation has occurred, write “none” on **Appendix F** (Litigation Form).

* 1. **Financial Viability**

Bidders must provide either:

1. Balance sheets and income (profit/loss) statements for the past three (3) tax years; OR
2. The three (3) most recent years of Financial Statements audited or reviewed by a Certified Public Accountant.

|  |  |
| --- | --- |
| **Required Attachments Related to Bidder’s Qualifications and Experience** | |
| **Attachment #:** | **Attachment Name:** |
| One (1) | Qualifications and Experience Form (**Appendix D**) |
| Two (2) | Subcontractor Form (**Appendix E**) |
| Three (3) | Project Team Organizational Chart |
| Four (4) | Litigation (**Appendix F**) |
| Five (5) | Financial Viability |

Attachments 1 – 5 must be included in numerical order, as part of File 2, as outlined in PART III “Submitting the Proposal” of this RFP. Attachments 1 – 5 will be reviewed and evaluated by the Department’s evaluation team under the Bidder’s Qualifications and Experience section of this RFP.

**Section III Proposed Services** (File #3)

Bidder must complete **Appendix G** (Response to Proposed Services) by providing a detailed response to the requirements outlined in this RFP.

|  |  |
| --- | --- |
| **Required Attachments Related to Proposed Services** | |
| **Attachment #:** | **Attachment Name:** |
| Six (6) | Job Descriptions |
| Seven (7) | Staffing Plan |
| Eight (8) | Implementation - Work Plan |

Attachments 6 – 8 must be included in numerical order, as part of File 3, as outlined in PART III “Submitting the Proposal” of this RFP. Attachments 6 – 8 will be reviewed and evaluated by the Department’s evaluation team under the Proposed Services section of this RFP.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
     1. Bidders must submit a cost proposal that covers the period of performance starting 5/1/2025 and ending on 4/30/2028.
     2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
     3. No costs related to the preparation of the proposal for the 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.
  2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix H** (Cost Proposal), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in disqualification or reduction in scoring of the cost proposal, at the discretion of the Department.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process – General Information**
   1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
   2. Officials responsible for making decisions on the award selection will 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 provides the best value to the State of Maine.
   3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations.
   4. Changes to proposals, including updating or adding information, will not be permitted during any portion of the evaluation process. Therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
   1. **Scoring Weights:** Proposal scores will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria:

|  |  |  |
| --- | --- | --- |
| **Section I.** | **Preliminary Information**  Proposal materials to be evaluated in this section: all elements addressed in Part IV, Section I of the RFP. | **(No Points – Eligibility Requirements)** |
| **Section II.** | **Qualifications and Experience** Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section II of the RFP. | **25 points** |
| **Section III.** | **Proposed Services**  Proposal materials to be evaluated in this section: all elements addressed above in Part IV, Section III of the RFP. | **35 points** |
| **Section IV.** | **Cost Proposal**  Proposal materials to be evaluated in this section:all elements addressed above in Part IV, Section IV of the RFP. | **25 points** |
| **Presentation /Interview** | Includes a formal presentation/interview of Bidders who meet the minimum scoring for Sections II, III, and IV as outlined in Part V, B.4. of the RFP. | **15 points** |

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section IV, the Cost Proposal, and the Presentations will be scored as described below.
  2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 25 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Presentations/Interviews:** Proposals which meet the minimum score of 72 or higher for Sections II, III, and IV above, will be invited to provide a formal presentation/interview to the evaluation team.  The RFP Coordinator will contact Bidders who meet the minimum scoring requirement to request, at their own expense, a webinar presentation and to arrange the details of the presentation, including the date and time. Presentations will be limited to thirty (30) minutes. The evaluation team will use a consensus approach to evaluate and score presentations.
  2. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

1. **Selection and Award**
   1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
      1. Any conditional contract award selection made pursuant to this RFP will be subject to review and approval by the United States (U.S.) The Bidder must cooperate with the U.S. review process, which may require additional actions and/or submissions by the Bidder and may include a background check. If the U.S. withholds approval, the conditional contract award will be rescinded, and no contract will be awarded to that Bidder, and the next highest scoring Bidder will be considered. The U.S. approval decision is outside the scope of the statutory RFP process and is not reviewable on appeal. The State has no authority to consider any appeal from a rescinded conditional contract award based on non-approval by the U.S.
   2. Notification of conditional award selection or non-selection will be made in writing by the Department.
   3. Issuance of the 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 the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
   4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
   1. The awarded Bidder will be required to execute a State of Maine Service Contractwith appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the [Office of State Procurement Services](https://www.maine.gov/dafs/bbm/procurementservices/forms) website.

Forms and contract documents commonly used by the Department can be found on the Department’s [Division of Contract Management website](https://www.maine.gov/dhhs/about/financial-management/contract-management).

The State reserves the right to amend these documents between when the RFP issues and the contract is executed.

The awarded Bidder will be required to submit, prior to the contract execution, a valid certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant-liability insurance policies that might be associated with the services provided as a result of this RFP.

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement 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. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes 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 Procurement 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 listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
  2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

1. **Standard State Contract Provisions**
   1. Contract Administration

Following the award, a Contract 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 the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Responsible Bidder Certification

**Appendix C** – Eligibility to Submit a Bid

**Appendix D** – Qualifications and Experience Form

**Appendix E** – Subcontractor Form

**Appendix F** – Litigation Form

**Appendix G** – Response to Proposed Services

**Appendix H** – Cost Proposal

**Appendix I** – Settlement Agreement

**Appendix J** – Submitted Questions Form

**APPENDIX A**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

**PROPOSAL COVER PAGE**

**RFP# 202502024**

**Independent Reviewer**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Bidder’s Name:** | |  | | | | |
| **Vendor Customer Code**  (for current State of Maine vendors)**:** | | | | | VC | |
| **Chief Executive - Name/Title:** | |  | | | | |
| **Tel:** |  | | | **E-mail:** | |  |
| **Street Address:** | |  | | | | |
| **City/State/Zip:** | |  | | | | |
| ***(Provide information requested below if different from above)*** | | | | | | |
| **Lead Point of Contact for Proposal - Name/Title:** | | |  | | | |
| **Tel:** |  | | | **E-mail:** | |  |
| **Street Address:** | |  | | | | |
| **City/State/Zip:** | |  | | | | |

* This proposal and the pricing structure 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 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 above-named organization or individual is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization or individual.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

**RESPONSIBLE BIDDER CERTIFICATION**

**RFP# 202502024**

**Independent Reviewer**

|  |  |
| --- | --- |
| **Bidder’s Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned individual or organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
   1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
   2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
6. *Is not a foreign adversary business entity (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*).*
7. *Is not on the list of prohibited companies (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services* [*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies) *(Title 5 §2030-B).*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

## ELIGIBILITY TO SUBMIT A BID

**RFP# 202502024**

**Independent Reviewer**

|  |  |  |
| --- | --- | --- |
| **Bidder’s Name:** |  | |
| **Eligibility Certification** | | |
| * 1. Does the Bidder have at least eight (8) years of expertise and experience related to the provision of home and Community-Based Services for Children with Behavioral Health Disabilities, with direct experience in one (1) or more rural areas, including facilitating and overseeing:      1. Administration, funding, and delivery of such services;      2. System-wide transformation; or      3. Transitions to Community-Based Services from Out-of-Home Placements? | | Yes or No |
| 1. Describe in detail the Bidder’s expertise and experience, including specific timeframes, in:   The provision of home and Community-Based Services for Children with Behavioral Health Disabilities in one more rural areas;  The Bidder’s experience facilitating and overseeing administration, funding, and delivery of such services; system-wide transformation; or transitions to Community-Based Services from Out-of-Home Placements. | | |
|  | | |
| * 1. Does the Bidder have at least eight (8) years of experience in auditing, research, program evaluation, statistics, or data (qualitative and quantitative) analysis of Community-Based Services for Children with Behavioral Health Disabilities or similar services? | | Yes or  No |
| 1. Describe in detail the Bidder’s experience, including specific timeframes, in auditing, research, program evaluation, statistics, or data (qualitative and quantitative) analysis of Community-Based Services for Children with Behavioral Health Disabilities or similar services. | | |
|  | | |

**APPENDIX D**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202502024**

**Independent Reviewer**

|  |  |
| --- | --- |
| **Bidder’s Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications and describe the history of the Bidder’s work, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the Bidder which would make them especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

|  |
| --- |
| **Describe the Bidder’s knowledge, experience, and familiarity with Medicaid rules and requirements, (this may include** [**Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)**](https://www.maine.gov/dhhs/oms/providers/childrens-services)**, Medicaid Community-Based Services, and how Medicaid rules and requirements apply to administration of community-based behavioral health programs).** |
|  |
| **Describe how this knowledge, experience, and familiarity could be applied to the deliverables and activities described in this RFP and Agreement.** |
|  |

|  |
| --- |
| **Describe the Bidder’s experience working directly with disability service providers, individuals with disabilities, and/or disability rights advocacy organizations.** |
|  |
| **Describe how this experience could be applied to the deliverables and activities described in this RFP and Agreement.** |
|  |

|  |
| --- |
| **Describe the Bidder’s skills and experience related to mediation, conflict resolution, and/or problem-solving.** |
|  |
| **Describe how those skills and/or experiences could be applied to the deliverables and activities described in this RFP.** |
|  |

|  |
| --- |
| **Provide a description of two (2) projects that occurred within the past fifteen (15) years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP. Contract history with the State of Maine, whether positive or negative, may be considered in evaluating proposals even if not provided by the Bidder.**  *Projects provided may include but are not limited to employment, direct contracted work, subcontracted work and/or other consultative work undertaken.* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project One** | | | | |
| **Business Reference Name:** | |  | | |
| **Reference Contact Person:** | |  | | |
| **Telephone:** | |  | | |
| **E-Mail:** | |  | | |
| **Project Start Date** |  | | **Project End Date** |  |
| **Include a detailed description of the project below:** | | | | |
|  | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project Two** | | | | |
| **Business Reference Name:** | |  | | |
| **Reference Contact Person:** | |  | | |
| **Telephone:** | |  | | |
| **E-Mail:** | |  | | |
| **Project Start Date** |  | | **Project End Date** |  |
| **Include a detailed description of the project below:** | | | | |
|  | | | | |

**APPENDIX E**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

## SUBCONTRACTOR FORM

**RFP# 202502024**

**Independent Reviewer**

|  |  |
| --- | --- |
| **Bidder’s Name:** |  |

|  |
| --- |
| **If subcontractors, including consultants, are to be used, provide each individual subcontractor’s business or consultant’s name, contact person, address, phone number, and a brief description of the subcontractor’s organizational or consultant’s capacity and qualifications. Bidders may add additional Subcontractors/Consultants as needed.** |

|  |  |
| --- | --- |
| **Subcontractor/Consultant** | |
| **Subcontractor Business or Consultant’s Name:** |  |
| **Contact Person:** |  |
| **Address:** |  |
| **Phone Number:** |  |
| **E-Mail:** |  |
| **Subcontractor/consultant organizational capacity and qualifications** | |
|  | |

|  |  |
| --- | --- |
| **Subcontractor/Consultant** | |
| **Subcontractor Business or Consultant’s Name:** |  |
| **Contact Person:** |  |
| **Address:** |  |
| **Phone Number:** |  |
| **E-Mail:** |  |
| **Subcontractor/consultant organizational capacity and qualifications** | |
|  | |

**APPENDIX F**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

## LITIGATION FORM

**RFP# 202502024**

**Independent Reviewer**

|  |  |
| --- | --- |
| **Bidder’s Name:** |  |

|  |
| --- |
| **Provide a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome. If no litigation has occurred, write “none.”** |

|  |  |
| --- | --- |
|  | |
| **Case #** |  |
| **Entity Filing Suit:** |  |
| **Complaint/Accusation:** |  |
| **Amount:** |  |
| **Outcome** |  |
|  | |
| **Case #** |  |
| **Entity Filing Suit:** |  |
| **Complaint/Accusation:** |  |
| **Amount:** |  |
| **Outcome** |  |
|  | |
| **Case #** |  |
| **Entity Filing Suit:** |  |
| **Complaint/Accusation:** |  |
| **Amount:** |  |
| **Outcome** |  |

**APPENDIX G**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

## RESPONSE TO PROPOSED SERVICES

**RFP# 202502024**

**Independent Reviewer**

**The response to proposed services form may be obtained in a Word (.docx) format by double clicking on the document icon below.**

****

**APPENDIX H**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

**COST PROPOSAL**

**RFP# 202502024**

**Independent Reviewer**

|  |  |
| --- | --- |
| **Bidder’s Name:** |  |
| **Proposed Cost:** | **$** |

Bidders must submit a cost proposal that includes the cost necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.

The Proposed Cost will be used to score the cost proposal as defined in Part V, B.3. of the RFP.

**The Cost Proposal form may be obtained in an Excel (.xlsx) format by double clicking on the document icon below.**

****

**APPENDIX I**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

**SETTLEMENT AGREEMENT**

**RFP# 202502024**

**Independent Reviewer**

**The Settlement Agreement may be obtained in a PDF (.pdf) format by double clicking on the document icon below.**



**APPENDIX J**

**State of Maine**

**Department of Health and Human Services**

*Office of Behavioral Health*

**SUBMITTED QUESTIONS FORM**

**RFP# 202502024**

**Independent Reviewer**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Bidder Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |