Department of Health and Human Services
Division of Purchased Services

Policy and Procedures Manual
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CONTENTS

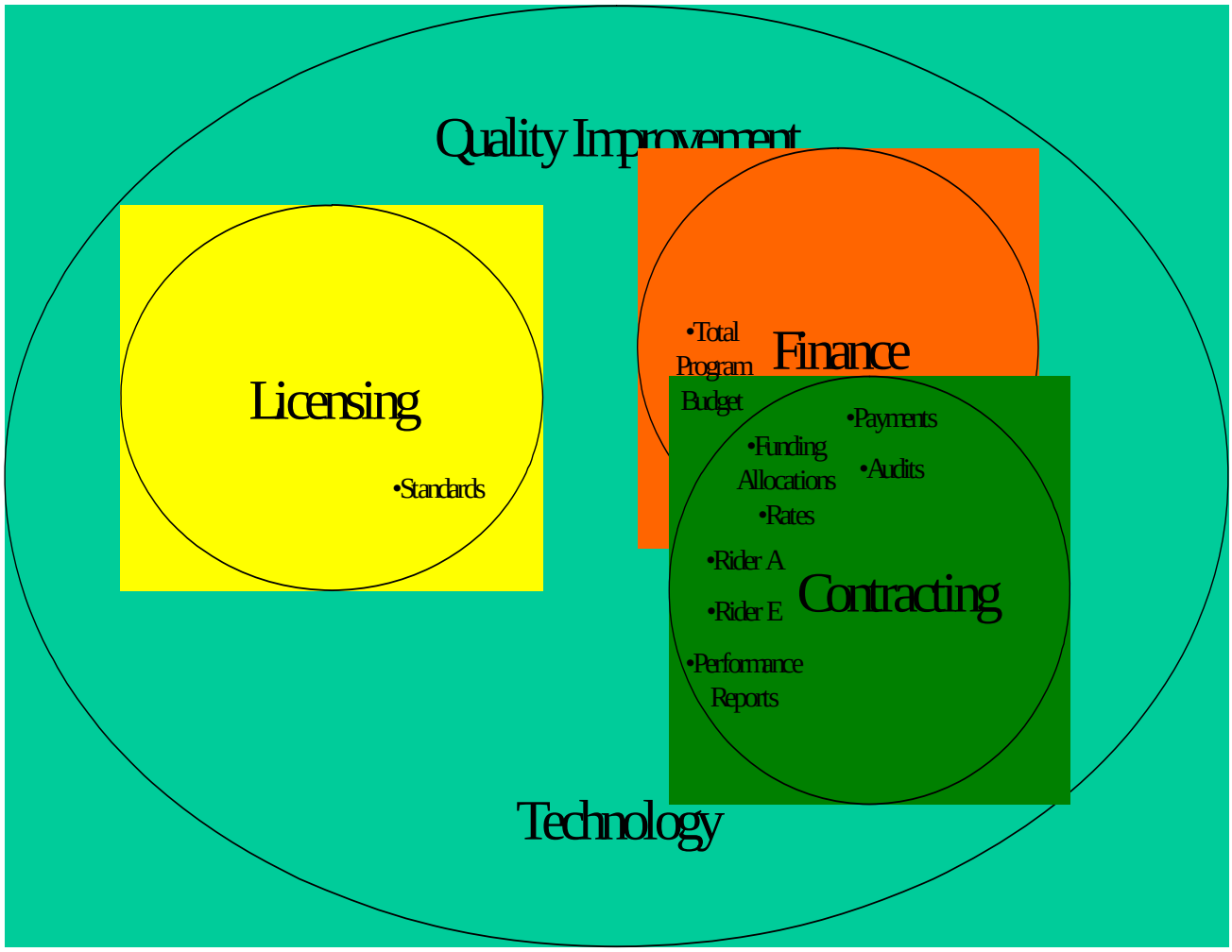
SECTION 1: GENERAL INFORMATION
Sub-Section 1 Introduction
Sub-Section 2 Authority
Sub-Section 3 Purpose of the Manual
Sub-Section 4 Structure of Manual
Sub-Section 5 Definitions

SECTION 2: AGREEMENT DEVELOPMENT AND APPROVAL
Sub-Section 1 Introduction
Sub-Section 2 Requirements for Agreement Development
Sub-Section 3 Revisions and Amendments
Sub-Section 4 Agreement Approval Process

SECTION 3: AGREEMENT CONTENTS
Sub-Section 1 Introduction
Sub-Section 2 Agreement Components
Sub-Section 3 Standard Agreement Cover Page
Sub-Section 4 Agreement Signature Page
Sub-Section 5 Rider A - Specification of Services to be Provided
Sub-Section 6 Rider B - Method of Payment and Other Provisions
Sub-Section 7 Rider C - Exceptions to Standard Rider B
Sub-Section 8 Rider D - Additional Provisions
Sub-Section 9 Rider E - Additional Program Requirements
Sub-Section 10 Rider F - Budget and Settlement Terms
Sub-Section 11 Rider G – Services by Foreign Nationals or Work Performed Abroad
Sub-Section 12 Sub-Recipient Awards

SECTION 4: AGREEMENT ADMINISTRATION
Sub-Section 1 Introduction
Sub-Section 2 General Administrative Oversight
Sub-Section 3 Termination of Agreements
Sub-Section 4 Agreement Reporting
Sub-Section 5 Payment and Settlement
Sub-Section 6 Recordkeeping and Retention

Interfaces Between Program Management and Administrative Functions



SECTION 1: GENERAL INFORMATION

1. INTRODUCTION

A. Purpose

(1) To provide a procedural guide for staff of the Department of Health and Human Services in its commitment to the effective management of Department agreements and to meeting the Department's programmatic and financial missions and goals.

2. AUTHORITY

A. **Authority**. Title 22 MRSA, Chapter 1, Subchapter 1, §12 directs the Department of Human Services to "…administer any funds which may be available from private, local, state or federal sources for the provision of social services as defined by the Department (Human Services). Within any limitation which may apply from the sources of such funds, the Department may provide said social services itself, or assure itself of the provision of such services by purchase of services, by contracts, by grants, or by joint provision of services, by contracts, by grants, or by joint provision of services with other agencies through matching agreements."

(1) The statute further states, "The department shall adopt such rules and regulations as may be necessary to define eligibility for such services, contractual terms, conditions for grants, matching ratios, quality of performance standards and such others as are necessary for the administration of this section."

(2) In accordance with Title 22-A MRSA, "The Department of Health and Human Services is the successor in every way to the powers, duties and functions as assigned in the Maine Revised Statutes, Title 22 to the Department of Human Services and Title 34-B to the Department of Behavioral and Developmental Services, as they pertain to services provided to adults, children and families under this Act."

(3) The services provided to eligible clients are contingent upon the availability of funding.

3. PURPOSE OF THE MANUAL

A. **Purpose and Applicability**. The policies and procedures in this manual are for use by Department staff engaged in the purchase and administration of services under its jurisdiction that are supported by Federal, State, and other funds. It identifies the policies and procedures to be followed by Department staff under the Department's applicable Purchase of Services rule (10-144 CMR, Chapter 24 http://www.maine.gov/sos/cec/rules/10/chaps10.htm, select Chapter 24). Providers may use this manual as a guide to understanding both

the Department's expectations of DHHS staff as well as the compliance expectations of providers contained in agreements with DHHS.

(1) DHHS staff will endeavor to manage agreements with the greatest degree of consistency, accountability and cost effectiveness to ensure that delivery of services meets the needs of the consumers, as well as Department and various State, Federal, and other funds. The Department is committed to an agreement management system that promotes the best business practices, and supports the Department's public mission.

(2) This manual will guide staff in the administration of all Department agreements with community agencies and individuals, including all contracts and grants for the purchase of services pursuant to Federal and State statutes. This manual in no way relieves the provider from their responsibility to comply with the terms of the agreement or to adhere to all applicable statutes, rules, and regulations.

4. STRUCTURE OF THE MANUAL

A. **Format**. This manual is designed to guide Department staff in the administration of its purchase of service agreements. Each part of this manual is found under a "Section" reference, and is further broken into "Sub-Sections" and "Pages". Each standard is sequentially numbered.

(1) **Content**. This manual contains general standards applicable to all purchase of service agreements administered by the Department. There may be additional requirements specified by program management that are referenced in the agreement; such requirements may supplement but do not replace either the standards contained in this manual or other state/federal requirements.

(2) **Changes to this Manual**. This manual may be revised from time to time as needed.

(3) **Action Transmittal**. An Action Transmittal shall be issued by the Director, Division of Purchased Services to address questions of interpretation of these standards, update the manual, and/or to issue new procedures and forms. The Action Transmittal shall be addressed to applicable DHHS staff, the Executive Director/Chief Operating Officer of provider(s), and to other interested parties affected by the changes.

(4) **Availability.** This manual will be maintained in an electronic format for use by Department staff and as a reference guide to providers. References to websites are included for the convenience of all users of this manual.

5. DEFINITIONS

A. The following definitions apply throughout this manual. Further details are available in applicable sections as well as at referenced websites.

(1) **Agreement for Special Services**, also called a BP18, means a legally binding, written agreement between the Department of Health and Human Services used for contracting casual, intermittent or other special services for which the Department may pay the provider during the fiscal year a maximum of $2,500. Website: http://www.maine.gov/purchases.

(2) **Agreement to Purchase Services**, also called a BP54, means a legally binding written agreement between the Department of Health and Human Services and a provider that exceeds $2,500. It contains a description of the services to be performed and the terms and conditions agreed to by all parties including, but not limited to, the cost of the service, payment terms and the settlement method. It may include a program budget. An Agreement to Purchase Services is commonly referred to as an agreement and may be a contract, a grant, or a cooperative agreement, depending on its purpose. Website: http://www.maine.gov/purchases/.

(3) **Agreement Administrator** means the Department staff person who has been assigned responsibility for the management of an agreement in the negotiation, development, and monitoring of agreement performance. The Agreement Administrator is identified in Rider B of the agreement.

(4) **Agreement Amount** means the amount of funds available from the Department of Health and Human Services in consideration of the work to be performed. The agreement amount is stated on the agreement signature page for both the Agreement to Purchase Services and the Agreement for Special Services as well as in Rider B of the Agreement to Purchase Services.

(5) **Amendment** means a substantive change(s) to the original agreement, which change(s) is agreed to by all parties to the agreement. An amendment must be in written form and signed by all parties to the agreement.

(6) **Authorized Representative** means a legal representative of a private or public entity approved by the provider's governing body to act on behalf of the entity.

(7) **CFDA Number** means the numerical identification of a Federal program as listed in the Catalog of Federal Domestic Assistance (CFDA) issued by the U.S. Government. Each listing contains a synopsis of information about the Federal program, including: uses, restrictions, and eligibility requirements. Website: http://12.46.245.173/cfda/cfda.htm.

(8) **Commissioner** means the Commissioner of the Maine Department of Health and Human Services.

(9) **Common Rule** means "Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" issued by the U.S. Office of Management and Budget, and applicable to all public and for-profit entities. Website: www.whitehouse.gov/omb.

(10) **Community Agency** means the same as "provider" for the purpose of interpreting the rules contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP). See Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP).

(11) **Contract** means a written agreement between a provider and the Department, describing the service to be performed, the terms and conditions agreed to by the parties, the cost of the service and how payment will be made. The principal purpose of a contract is to purchase, lease, or barter property or services for the direct benefit of the government.

(12) **Cooperative Agreement** means any activity of interest to the State of Maine where the joint participation of the State and the University of Maine will improve services to people of the State and will enhance the ability of the University to further its teaching, research, and public service missions.

(13) **Department** means the Maine Department of Health and Human Services.

(14) **Department of Health and Human Services** means the agency of State government set up to provide health and human services to the people of Maine so that all persons may achieve and maintain their optimal level of health and their full potential for economic independence and personal development as set forth in Title 22-A MRSA. Website: http://www.Maine.gov/dhhs/

(15) **Division of Purchases** means a subsection of the Department of Administration and Financial Services, Bureau of General Services, given the responsibility by the Legislature to administer a fair, equitable and trustworthy system of purchases by state agencies. Website: http://www.Maine.gov/purchases/

(16) **Division of Purchased Services** means a subsection of the Department of Health and Human Services given the responsibility to manage agreements for the Department.

(17) **Domestic Business Corporation** means a business entity incorporated under the laws of the State of Maine, and authorized to transact business in Maine by filing Articles of Incorporation with the State of Maine, Office of the Secretary of State.

(18) **Domestic Limited Liability Company** means a business entity organized under the laws of the State of Maine, and authorized to transact business in Maine by filing Articles of Organization with the State of Maine, Office of the Secretary of State. A limited liability company has the advantage of a corporation to limit personal liability and the advantage of a partnership to assess profits and losses to individuals.

(19) **Domestic Limited Partnership** means a type of partnership made up of one or more general partners who manage the business and who are personally liable for partnership debts; and one or more limited partners who contribute capital and share in profits but who do not run the business and are not liable for the partnership obligations beyond contribution. Limited partnerships are a business entity formed under the laws of the State of Maine and are authorized to transact business in Maine by filing a Certificate of Limited Partnership with the State of Maine, Office of the Secretary of State.

(20) **Federal** means the United States government.

(21) **For-Profit Entity** means a business organized primarily for profit making purposes with the authority to distribute its net proceeds to its owners or shareholders. For-profit entities include most types of business corporations, companies, partnerships and sole proprietorships.

(22) **Foreign Business Corporation** means a business entity incorporated under the laws of another state or country and authorized to transact business in Maine by filing and Application for Authority with the State of Maine, Office of the Secretary of State.

(23) **Foreign Limited Liability Company** means a business entity organized under the laws of another state or country and authorized to transact business in Maine by filing an Application for Authority with the State of Maine, Office of the Secretary of State.

(24) **Foreign Limited Liability Partnership** means a business entity that has elected to assume limited personal liability for its general partners by filing an Application for Authority with the State of Maine, Office of the Secretary of State.

(25) **Foreign Limited Partnership** means a type of partnership made up of one or more general partners who manage the business and who are personally liable for partnership debts; and one or more limited partners who contribute capital and share in profits but who do not run the business and are not liable for the partnership obligations beyond contribution. Limited partnerships are a business entity formed under the laws of another state or country, and are authorized to transact business in Maine by filing an Application for Authority with the State of Maine, Office of the Secretary of State.

(26) **General Partnership** means an association of two or more persons who, as co-owners, carry on a business for profit. Each partner is personally responsible for the business including all liability and any profit or loss.

(27) **Grant** means a written agreement between a provider and the Department that describes the terms, conditions and scope of performance or actions that are expected of the provider. The principal purpose of a grant is the transfer of money, property, services or anything of value to the recipient in order to accomplish a public purpose of support with no substantial involvement between the state and the recipients during the performance of the activity.

(28) **Higher Education Entity** means an institution of higher education, such as a college or university, which provides research and development, training and other sponsored work.

(29) **Limited Liability Partnership** means a general partnership that has elected to assume limited personal liability for its general partners by registering this election with the State of Maine, Office of the Secretary of State.

(30) **MAAP** means the Maine Uniform Accounting and Auditing Practices for Community Agencies.

(31) **Maine Uniform Accounting and Auditing Practices for Community Agencies** means the Department of Health and Human Services' rules for accounting, auditing and administration of State and Federal funds contained in agreements between the Department and providers. The rules are promulgated under the State of Maine Administrative Procedures Act, Department 10, Unit 144, Chapter 030. Website: http://www.maine.gov/sos/cec/rules/10/chaps10.htm and select Chapter 30.

(32) **Manual** means this Purchase of Service Manual, the purpose of which is to guide Department staff in carrying out their administrative responsibilities, including the evaluation of compliance with the specific terms of an agreement. It will also serve as a guide for providers to comply with the terms and conditions of an agreement.

(33) **MaineCare** means the Medicaid program of the State of Maine administered by the Department of Health and Human Services and authorized to provide the health insurance coverage under Title XIX of the Social Security Act, as amended, 42 U.S.C.A. §1396 et seq., and 22 M.R.S.A. §3173. It is described in the Maine Care Benefits Manual. Website: http://www.maine.gov/sos/cec/rules/10/ch101.htm

(34) **Non-Profit Corporation** means a not-for-profit entity under the laws of any State and authorized to carry on activities in Maine by filing Articles of Incorporation with the State of Maine, Office of the Secretary of

State. A non-profit corporation is formed for the purpose of advancing a particular objective of an organization that is not established to make a profit. Generally, this includes charitable, benevolent and educational organizations.

(35) **Non-Profit Entity** means any corporation, trust, association, cooperative or other organization that is operated primarily for scientific, educational, service, charitable or similar purposes in the public interest It is not organized primarily for profit and uses its net proceeds to maintain, improve, and/or expand its operations. All non-profit corporations are non-profit entities.

(36) **Office of Audit** means the unit within the Department of Health and Human Services established to provide auditing functions on behalf of the Department.

(37) **Office of Management and Budget Circulars (OMB)** means the administrative and cost principles established by the U.S. Office of Management and Budget. Website: www:whitehouse.gov/omb

(38) **Performance-Based Contract** means 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. This definition is from Title 22 MRSA §12-A and Title 34-B, §1208-A. Website: http://janus.state.me.us/legis/statutes/search.asp

(39) **Program Administrator** means the Department staff person who has been assigned responsibility for oversight of the programmatic aspects of the agreement, if different from the Agreement Administrator.

(40) **Related Party** means an entity that is part of the provider operating structure and/or is controlled or influenced by directors common to both governing bodies. Unless self-disclosed by the provider, determination of a related party is made by the Department. A related party may provide services subject to applicable restrictions.

(41) **Provider** means the community agency or individual who has entered into a contractual agreement with the Department of Health and Human Services to provide services. "Provider" shall mean the same as "Community Agency" for the purpose of implementing the regulations contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP).

(42) **Public Entity** means state and local governmental entities, Federally-recognized Indian tribes, and local school districts. See OMB Circular A-87 for a complete listing of public entities. Website: www:whitehouse.gov/omb

(43) **Revision** means a non-substantive change to the original agreement usually suggested by one party and agreed to by other parties. It requires prior written approval agreed to by all parties.

(44) **Sole Proprietorship** means a business owned and controlled exclusively by one person. This person is responsible for the business including all liability and any profit or loss.

(45) **State** means the State of Maine except when otherwise defined.

(46) **State Agency** means a State government body generally referred to as a "Department" and established under the laws of the State of Maine.

(47) **State Purchase Review Committee** means a group of State officials responsible for the administrative review and authorization of all major State agency purchases of goods and services as established by the Governor of the State of Maine under Executive Order No. 7 FY 94/95 issued on January 5, 1995. Website: http://Maine.gov/purchases

(48) **Sub-Agreement** means a subcontract between a provider and another unrelated entity for the purpose of purchasing part of the services described in Rider A of an agreement between a provider and the Department.

SECTION 2: AGREEMENT DEVELOPMENT AND APPROVAL

1. INTRODUCTION

A. Department staff will utilize the following policies and procedures in the development and approval of all purchase of service agreements. The purpose of the policies and procedures is to assure quality services, reasonable costs and compliance with all applicable Federal and State statutes, rules and regulations. Agreements may be renewed at the sole discretion of the Department.

B. The procedures manual for developing a Request for Proposal (RFP) is found at http://www.maine.gov/dhhs/bds/purchased-services/index.html. You may also consult with the RFP Manager, Rachel Hoar, at 287-5053.

2. REQUIREMENTS FOR AGREEMENT DEVELOPMENT

A. **Purpose**

(1) The Department has established standards that address the conditions under which services may be purchased, as well as the methods used to procure these services.

B. **Standards**

(1) **General Standards**:

(a) The objective of these standards is to promote and ensure a system of management planning and control for the provision of community services that is efficient and cost effective. The policies and procedures in this manual are based upon the fundamental premise that community agencies are responsible for the efficient and effective administration of programs through the application of sound management policies. Consequently, each provider, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of organization and management techniques it deems necessary to assure proper and efficient administration of an agreement with the Department. Agreements shall be executed by the Department with the provider, according to this manual, program management criteria, and state/federal requirements.

(b) The provisions of the rules entitled Maine Uniform Accounting and Auditing Practices for Community Agencies, promulgated by the Maine Department of Finance effective January 1, 1987, are incorporated herein by reference in their entirety. No exceptions may be made by any Department representative. Website: http://www.maine.gov/sos/cec/rules/10/chaps10.htm select Ch 30.

(c) The Department adopts federal circulars A-110, A-122, A-102, A-133, A-87, Common Rule, and A-21 in their entirety with the exceptions noted in 10 144, Chapter 50, as applicable to the type of corporation. Websites: http://whitehouse.gov/omb and http://www.maine.gov/sos/cec/rules/10/chaps10.htm and select Chapter 50

(d) The Department shall comply with and enforce all purchase of service requirements set forth in 5 MRSA, Chapter 155, §1816-A and §1825-B, et seq.; performance based contracting requirements set forth in 22 MRSA, Chapter 1, §12-A; and the Department of Administration and Financial Services, Bureau of General Services (18-554) Rules for the Purchase of Services and Awards (Chapter 110).

(2) **Sole Source Approval vs. RFP**

(a) Agreements that are for $2500 or less may be processed without sole source approval or an RFP.

(b) Agreements over $2500 are processed either through a request for proposal process or approval of a sole source procurement.

(c) The requirements for a sole source procurement are:

(i) Available only from a sole source,

(ii) Is of such narrow scope or constraint that the need can be met satisfactorily only by a single source,

(iii) Is of such compelling urgency that government operations would be seriously impaired by delay inherent in following competitive procedures, or

(iv) Is otherwise the most economical, effective and appropriate means of fulfilling a demonstrated need. http://www.maine.gov/purchases/agencyinfo/serv_contracts.htm,

(d) Sole source approvals are determined by DAFS Division of Purchases. Justification is detailed on the BP37R.

(3) **Conditions for Purchasing Services**. The Department must purchase services when:

(a) The Department has determined that the need to purchase services exists because:

(i) client services from the provider or individual will exceed $2500 per year per provider, whether or not the funds in the agreement are encumbered; or

(ii) services to the Department, in any amount, that will aid the Department in its operations, such as market studies or consultation; or

(iii) MaineCare regulations require the execution of an agreement as an authorization to bill MaineCare for services.

(a) MaineCare Seed-only agreements are executed to ensure providers meet the standards for services described in the applicable section of the MaineCare Benefits Manual and to allow authorization for the provider to bill for the contracted services. Prior to execution of the agreement or the provision of services, providers must have appropriate licensure, approval by program management and an approved rate. After the license, approvals, and agreement are in place, the provider may enroll in MaineCare and bill for services provided.

(b) The Department may establish requirements and limitations concerning the scope, nature and administration of purchased MaineCare services within the limitations and provisions of the MaineCare Benefits Manual or a Request for Proposal, and may include these requirements and limitations in the agreement. This authority can be used to promote the rational and efficient development of programs and services to ensure the existence of an appropriate continuum of services that offers choices to MaineCare members. The Director, Division of Purchased Services must be consulted in the development or modification of contract language to ensure consistency across the system and agreements must be processed according to the Department's purchase of services policies.

(b) The Department has approved the provider for an agreement based upon compliance with licensing standards, program management standards, standards contained in this manual, applicable rate setting and enrollment under MaineCare, as applicable;

(c) The services to be purchased do not duplicate direct services delivered or purchased by the Department or other State agencies;

(d) Services to be purchased are legally permitted;

(e) Services to be purchased are in compliance with the intended purposes of the Federal and State funding source, in accordance with all governing statutes, rules and regulations, and have been approved as part of the Department's financial allocation plan;

(f) Funding is available from State, Federal or other funding sources.

(g) The provider has an agreement that will be renewed, the provider has been selected through the Request for Proposal process, or the provider has been approved as a sole source.

(4) **Allocation Plans and Guidelines.**

(a) Allocation Plans should be approved by program management prior to the development of the agreements. The Program and Fiscal Coordinator has lead responsibility working with program management in the development of the allocation plan for approval, with input from the Division of Purchased Services.

(b) Allocations should be based upon funding availability, anticipated need for services, and previous performance. Funds provided through an agreement should not supplement MaineCare. Other funding sources should be used by the provider to offset expenses as much as possible.

(5) **Agreement Types:**

(a) **Contract:** A type of written agreement between a provider and the Department, describing the service to be performed, the terms and conditions agreed to by the parties, the cost of the service and how payment will be made. The principal purpose of the contract is to purchase, lease, or barter property or services for the direct benefit of the government.

(i) A **cooperative agreement** is a type of written contract defined as any activity of interest to the State of Maine where joint participation of the State and the University of Maine will improve the capacity of the State of Maine to provide services to the people of the State, and will enhance the ability of the University to further its teaching, research, and public service missions. The Agreement Administrator for cooperative agreements can provide a hard copy of the Memo of Understanding signed in 1989. As a contract, cooperative agreements are subject to STACAP fees (contact the Office of Management and Budget for more details). STACAP fees are administrative fees charged to the various State departments by the department of Administrative and Financial Services.

(b) **Grant:** A type of written agreement between a provider and the State of Maine, which describes the terms, conditions, and scope of performance or action that is expected of the provider. The principle purpose of a grant is the transfer of money, property, services or anything of value to the recipient in order to accomplish a public purpose of support with no substantial involvement between the State and the recipients during the performance of the activity. A MaineCare seed-only agreement is a type of a grant.

(6) **Agreement Levels:**

(a) Agreement for Special Services: a legally binding, written agreement between the Department and a provider used for contracting casual, intermittent or other special services for which the Department will pay the provider a maximum of $2500 during the fiscal year; this level requires the BP18 signature form.

(b) Agreement to Purchase Services: a legally binding, written agreement between the Department and a provider that contains a description of the services to be performed and the terms and conditions agreed to by the parties including but not limited to, the cost of the service, payment terms and settlement method. It may include a program budget. This level requires the BP 54 signature form, Rider B and other applicable riders.

(7) **Agreement Period:**

(a) The effective start and end dates of the agreement are stated in the agreement. The agreement should not be backdated from the day the Agreement Administrator issues approval of the agreement unless the Director, Division of Purchased Services approves an exception.

(i) All approvals by the Department must be completed prior to providing or billing for services. Service provision is not allowable or reimbursable prior to execution of an agreement.

(ii) Initial agreement means the first agreement between a provider and the Department for specified services, and stems from an RFP or sole source approval, should be separate from other agreements. In subsequent years and at the sole discretion of the Department, initial agreements may be combined with an agreement providing similar services with the same provider.

(iii) Initial agreements should be for one year or less unless additional time is needed to match the state/federal fiscal year or completion of the project requires more than one year.

(iv) Renewal agreements may be for 1-3 years duration, depending upon the need determined by the Agreement Administrator, in collaboration with program management.

(8) **Methods:** The Department shall purchase services by one or more of the following methods. Also see other manual sections for applicable fiscal provisions, payment and settlement procedures.

(a) **Cost Sharing**. An Agreement where the percentage of net allowable expenses is based upon a program budget and the Department's cost shared portion of allowable expenses of the total program. A unit cost may be determined and cost capitations may be imposed as stated in the agreement;

(b) **Fee-for-Service**. An agreement that is based upon rate setting criteria such as a Medicaid/MaineCare rate, a market rate study, a rate imposed by State and Federal statute, rule and regulation, or a negotiated rate;

(c) **Unit Cost**. An agreement based upon a program budget where the amount of available funds from the Department is divided by the Department's share of total program units to arrive at the unit cost. The Department agreement amount may include local share/matching funds, according to state and federal requirements. Cost capitations may be imposed;

(d) **Line Item Expense**. An agreement where Department funds are earmarked for specific cost items within the total program budget. The funds available from the Department shall not be used for any other expense items in the program budget;

(e) **Specific Deliverables**. An agreement where funds are earmarked for specific deliverables outlined in the agreement for a particular project;

(f) **Other.** Purchase of service agreements may be developed using other approved methods for different services and types of expenses as approved by the Department.

(9) **Performance-Based Agreements:**

(a) All agreements for the purchase of direct client services shall be performance based as required by Title 22, § 12-A and Title 34-B, § 1208-A. et seq.

(b) The provider shall submit performance based contracting reports to the Department as prescribed in Rider A of the agreement. Also see reporting requirements contained in Section 4, Sub-Section 4, of this manual.

(c) The provider shall comply with all performance-based contracting standards specific to the agreement and all applicable Department program policies.

(10) **Local Share and/or Matching Funds**. The Department may require local share and/or matching funds, based upon State/Federal or other program requirements. Local share is a specific amount of revenue that a provider is required to commit as program income in order to access a

specific amount of funds from the Department. Local share is usually funds from the community or fundraising. Federal funds are often not allowed as share unless specifically mentioned in the federal regulation. These requirements shall be stipulated in the agreement.

(a) When required, the provider must verify the availability of local share/matching funds from other sources. These requirements shall be stipulated in the agreement.

(b) The provider shall comply with all cost sharing and matching standards contained in the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments applicable to all public and for-profit entities, and the Federal Office of Management and Budget (OMB) Circular A-110 applicable to all non-profit entities and educational entities. The administrative and cost principles set forth in the OMB Circular and in the Common Rule shall apply to all funds that are used for matching purposes regardless of the source. Website: www.whitehouse.gov/omb

(c) The provider shall comply with all cost sharing and matching standards contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies, Section .04.

(11) **Renewal Agreements**. Renewal agreements shall be executed at the sole discretion of the Department, shall be written, and signed by all parties. If the Department has determined that it will execute a renewal agreement, the following shall occur:

(a) In agreements containing state grant funds, the Department will issue an allocation to the provider detailing the amount and source of available funds, the agreement period, services purchased, and any local share/matching requirements as noted above. The provider will be given a return date for completion and submission of their agreement.

(b) Contingent upon the availability of funds and the level of services previously provided, the funds available to the provider may be more or less than the amount from the previous agreement period. Also, there may be other changes, such as changes in the agreement period, scope of work to be performed, method of payment and agreement settlement terms. Renewal agreements may contain the same writings as in previous agreements and may incorporate changes.

(12) **Legal Status of Community Agencies**. The Department may purchase services from the following providers:

(a) Domestic and foreign business and non-profit corporations; domestic and foreign limited liability companies; domestic and

foreign limited liability partnerships; and domestic and foreign limited liability partnerships on file with the State of Maine, Office of the Secretary of State, with a "good standing" status.

(b) Legally established public entities, educational entities, general partnerships and sole proprietorships;

(c) Community agencies operating under an assumed name only if the assumed name is:

(i) Filed with the State of Maine, Office of the Secretary of State. This standard applies to all domestic and foreign business or nonprofit corporations, domestic and foreign limited liability companies, domestic and foreign limited partnerships, and domestic and foreign limited liability partnerships; or

(ii) Filed with the municipality in which the business operates in accordance with 31 MRSA, §1 and §2, et seq. This standard applies to all general partnerships and sole proprietorships operating in the State of Maine. Out-of-state businesses must comply with all filing requirements of the State of Maine.

(d) Public, educational, and/or business entities as specified by funding source.

(e) Individuals who maintain themselves as a business within the community (such as private consultants) or are enrolled in Section 21 or 24 of the Maine Care Benefits Manual.

(f) The Department cannot otherwise enter into agreements with individuals, except individuals enrolled in the MaineCare program.

(13) **Expectations of Providers:**

(a) Providers must have administrative, program and financial management systems to assure:

(i) Complete and accurate documentation;

(ii) Compliance with applicable licensing/certification standards;

(iii) Compliance with agreement requirements;

(iii) Compliance with State and federal regulations,;

(iv) Compliance with applicable MaineCare regulations, local share/matching requirements and program management requirements;

(v) Compliance with Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP);

(vi) Prompt resolution of any corrective action plans, any MaineCare identified non-compliance issues, adverse findings or sanctions within established timeframes;

(vii) Prompt resolution of any licensing violations within established timeframes;

(viii) Prompt payment of any outstanding debt owed to the State for prior agreement settlement or recoupment for MaineCare violations for which no re-payment arrangements have been approved within established timeframes;

(ix) Adherence to federal restrictions regarding debarment, suspension, and exclusions, http://www.epls.gov for debarment and, http://oig/hhs/gov/fraud/exclusions/database.html#1 for exclusions.

(b) Provider must employ sound business practices that ensure adequate internal control, arms length bargaining, accurate billing and documentation. These business practices must assure accuracy of financial data, safeguarding of assets and operational efficiency. All financial reports shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and consistently applied, unless specific variations are required. Providers should report any actual or potential conflicts of interest to the Agreement Administrator.

(c) Providers must maintain financial and professional records to sufficiently fully and accurately document the nature, scope and details of the services provided. Records must be kept for a period of not less than five (5) years from the date of service, or longer if necessary to meet other statutory requirements. If an audit is initiated within the required retention period, the records must be retained until the audit is complete and settlement made.

(d) The provider is responsible for all services and requirements contained in the agreement. In the event the provider, with prior approval from the Department, sub-contracts for some of the services, the provider is responsible for the monitoring of the service provision, the appropriate expenditure of funds and the settlement of funds provided to the sub-contractor.

(14) Additional Expectations of Providers with Cost-shared Agreements.

(a) Due to the cost settlement nature of these agreements, providers must have financial management systems to assure:

(i) Accurate, current, and complete disclosure of the financial results of the operations;

(ii) Records that identify the source and application of funds, including contract awards, obligations, unobligated balances, assets, outlays, and income. Accounting records must be supported by source documentation;

(iii) Effective control over funds, property, and other assets;

(iv) Comparison of actual to budget for each program;

(v) Procedures for determining allowability and allocability of costs that are consistent with State and Federal standards.

3. REVISIONS AND AMENDMENTS

A. **Purpose:**

(1) The Department or the provider may find it necessary to modify the agreement during the course of the agreement period. Purchase of service agreements are modified either through a revision or an amendment and are subject to the standards contained in this manual.

B. **Standards for Revisions:**

(1) **Revisions Required**. The provider is required to submit a written request for a revision as stipulated in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) or if there is a change in the allocation method used for distributing the provider's general and administrative indirect expenses. The provider is responsible to determine the need for a revision and to submit the revision in a timely manner.

(a) If the quarterly financial reports indicate the need for a revision and the provider does not submit it, as a courtesy the Agreement Administrator may send the **Notice for Budget Revision** to the provider indicating that non-approved expenses may be considered reimbursable at the time of audit or agreement close-out. See Appendix.

(2) **Revisions requested by the provider**. Notwithstanding the requirements of the MAAP, providers may choose to request an agreement revision when one or more of the following conditions occur or are projected to occur by the end of the agreement period:

(a) The provider wishes to revise the agreement budget as a result of known changes or projected changes in income and expenses that are less than those requiring a revision.

(b) The provider wishes to make non-substantive changes to the Rider A or Rider F pages of the agreement.

(c) The provider wishes to correct an error or an omission in the agreement.

(d) The provider needs to update the list of equipment actually purchased.

(3) **Written Request to Revise the Agreement**. All requests to revise the agreement shall be in writing and accompanied by the applicable revised and/or supplemental agreement pages. The request shall contain justification for revising the agreement. The provider's duly authorized agency representative must sign the request.

(4) **Timeline Requirement**. All agreement revisions must be completed by the provider and submitted to the Department Agreement Administrator no later than thirty (30) calendar days prior to the termination date of the agreement, unless otherwise stipulated in state or federal requirements. It is strongly encouraged that revisions be in advance of expenses being incurred and not at the end of the agreement as approval of revised expenses is not guaranteed. If the provider experiences costs outside the approved budget, they are expending funds at risk of non-reimbursement. Final determination of costs will occur at Agreement close-out or the audit under MAAP, whichever is applicable.

(5) **Format and Content Requirements**. All revisions are completed on forms or in a format provided by the Department. The revised agreement pages shall either supersede the original pages or supplement the pages contained in the signed agreement and shall be paginated accordingly.

(6) **Approval by the Department**. The Department Agreement Administrator shall review all revisions for accuracy, completeness, changes in the scope of work and changes in costs to the Department. The Agreement Administrator may request additional information and/or clarification. The Agreement Administrator shall consider approving a request to revise the agreement utilizing the review and evaluation criteria for agreement approval as contained in this manual.

(7) **Notification**. The Agreement Administrator shall give the provider written notification of acceptance or denial of all requests to revise the agreement. If approved, copies of the revised agreement pages shall be attached to the approval letter from the Agreement Administrator within fifteen (15) working days of receipt.

(8) **Limitation.** Revisions cannot be approved outside the effective dates of the agreement, unless otherwise approved by the Director, Division of Purchased Services.

B. **Standards for Amendments:**

(1) **Amendments Required**. An amendment to the agreement is required when one or more of the following conditions occur or are projected to occur by the end of the agreement period:

(a) There is a change in the amount of agreement funds available to the provider from the Department as a result of changes in utilization, costs, or other factors.

(b) The Department institutes or discontinues its authorization of fees, also known as co-payments, assessed to Department-funded clients.

(c) There is a change in the type(s) of service purchased under the agreement.

(d) There is a substantive change to one or more of the agreement terms contained in the Riders or attachments.

(e) There is a change in the agreement start date and/or the agreement termination date.

(i) To be approved, no cost extensions must meet the following requirements:

(a) The scope of work would not have changed, but the work would not have been accomplished in the original time frame and it would be necessary to extend the time to allow it to be finished.

(b) The funds associated with the agreement would not have been spent because the work was not done, so there's money remaining.

(c) Sometimes, the scope of work originally defined results in an unexpected need to authorize some minor, but related, activities. These requests will be considered and either approved or requested that the work be done under a separate contract. For example, perhaps a series of deliverables were specialized reports resulting from the collection, analysis and formatting of data. After discussions, yet another report would be helpful and it would cost, typically, less than $1,000. That would be allowed. However, if the reports led to further analysis based on reported results, it would not be allowed.

(f) There is a change in the fee, method of payment, and/or settlement.

(g) There is a change in the amount or mix of Federal and/or State funds available to the provider due to reductions or increases in funding from Federal or State appropriations.

(h) There are changes implemented by Federal and/or State funding sources that require substantive changes to the agreement, such as changes to program eligibility or local share requirements.

(i) The provider terminates the agreement before the end of the agreement period. If the provider refuses to sign an amendment or if an amendment is contraindicated, the Agreement Administrator can send the **Notice of Termination** to the provider, with a copy to the DAFS Division of Purchases.

(j) The agreement terms require a corrective action plan with immediate consequences resulting in substantive changes to the agreement.

(k) Another provider assumes contractual responsibility through acquisition or other legal agreement. See Appendix for the sample BP54 Provider Change.

(2) **Timeline Requirement.** Amendments should be executed prior to the termination date of the agreement. In rare circumstances, it may be necessary to amend an agreement after it has terminated; these amendments need to be approved by the Director of the Division of Purchased Services.

(3) **Notification.** The Agreement Administrator shall give the provider written notification of the need to amend the agreement

(4) **Amendment Process**. An agreement amendment package shall be issued by the Agreement Administrator and returned to the Agreement Administrator as follows:

(a) The Agreement Administrator shall supply the provider with the entire agreement amendment package. The amendment shall be completed on forms provided by the Agreement Administrator by the stated deadline date for completion and submission of the amendment package.

(b) The agreement should clearly state the reasons for the amendment on the BP54 signature page.

(c) Changes as a result of the amendment can be described on either the BP54 signature page or on pages added to the amendment.

(d) A duly authorized agency representative of the provider must sign the amendment on the BP54 signature page.

(e) The agreement amendment shall be reviewed and approved by the Agreement Administrator utilizing the review and evaluation criteria for agreement approval as contained in this manual.

(f) Failure of the provider to submit an agreement amendment required by the Agreement Administrator may result in forfeiture of agreement funds, a stop payment action by the Agreement Administrator, and/or early termination of the agreement. The Agreement Administrator shall notify the Division of Purchases of the action taken as a result.

(5) **Amendment Format.** If the reasons and justification can be adequately described on the BP54 signature page, no additional pages are needed. If the changes need additional clarification, DAFS Division of Purchases prefers amendments to contain the amended pages (labeled as amendment page A, page B, etc.) as well as having the stated changes on the BP54 signature page.

4. AGREEMENT APPROVAL PROCESS

A. Purpose

(1) The Department has established an agreement submission, review and approval process that must be followed to insure that all agreements are correctly completed, submitted, examined and approved by the Department and other State agency representatives. In its purchasing of services, the Department shall pursue the most economical, cost effective and appropriate means of fulfilling a demonstrated need.

B. Standards

(1) **Approval Process.** When the Department enters into an agreement with a provider, agreement packages will be issued and returned as follows:

(a) The Agreement Administrator will issue an allocation to the provider detailing the amount and source of available funds, the agreement period and the service(s) purchased, according to the allocation plan approved by Program management.

(b) The Agreement Administrator shall supply the provider with the agreement forms. The agreement shall be completed on the forms provided by the Agreement Administrator. The provider will be given a date to complete and return an original set of the agreement forms to the Agreement Administrator.

(c) The agreement must be signed by a duly authorized representative of the provider. Failure to return the agreement package by the required submission date may jeopardize the availability of agreement funds resulting in a shortened agreement period,

forfeiture of agreement funds or rejection of the agreement altogether.

C. **Review and Approval Criteria**. After determining that an agreement will be developed, the Agreement Administrator shall review the agreement based upon the following criteria:

(1) The provider completed all agreement pages as required, requested, and directed by the Agreement Administrator; the information provided is complete, current and accurate; there are no gaps in information and all calculations are mathematically correct.

(2) The provider's proposed service costs are reasonable and acceptable to the Agreement Administrator. In determining if costs are reasonable and acceptable, the Agreement Administrator shall consider the following:

(a) Costs or fees are within acceptable limits imposed by statute, rule, regulation or other rate setting criteria;

(b) Costs or fees are less than or comparable to other purchase of service agreements for the same or similar services;

(c) Costs or fees are equal to or less than what the provider charges its non-Department program clients for the same or similar services;

(d) Fees for consultants or sub-agreements are at rates approved by the Department for the same or similar services;

(e) Total compensation for salaries and fringe benefits budgeted for administrative and direct service personnel are within the market range for comparable positions statewide;

(f) Proposed costs for deliverables or other products are less than or comparable to prevailing costs for similar activities or items;

(g) Indirect allocated costs (costs that cannot be readily identified as a direct cost to a program) are equitably distributed among the programs and/or activities (such as fundraising) that benefit clients served.

(3) The provider's proposed costs to the Department comply with the administrative and cost principles contained in the following U.S. Office of Management and Budget (OMB) Circulars:

(a) All public entities (including school districts and Federally-recognized Indian Tribes) shall comply with the standards contained in OMB Circulars A-87, A-102, and the Common Rule;

(b) All non-profit entities shall comply with the standards contained in OMB Circulars A-110, A-122 and;

(c) All higher education entities shall comply with the standards contained in OMB Circulars A-21, A-110 and;

(d) All for-profit entities shall comply with the standards contained in OMB Circulars A-87, A-102, and the Common Rule.

(4) The provider may use other revenue to offset specific line item expenses in their budgets that the Agreement Administrator considers to be either unreasonable or unacceptable to be purchased with agreement funds.

(5) The purchase of service agreement submitted is in compliance with the standards contained in this manual and governing statutes, rules and regulations.

(6) The applicable approvals, licensure, and rate setting have been completed.

(7) The provider is not debarred or excluded.

(8) No debts are owed to the Department other than an approved repayment plan.

D. **Negotiation**

(1) **Good Faith Negotiation**. The Department and the provider shall make a good faith attempt at negotiating any items of disagreement.

(2) **Termination of Negotiations**. At any time during the agreement review process, the Department may terminate agreement negotiations and decide not to enter into a purchase of service agreement with the provider. The Agreement Administrator shall send written notification of the decision to the provider's executive director or chief operating officer and to the agency's president of the Board of Directors.

E. **Final Approval and Encumbrance of Funds**

(1) All agreements approved for funding by the Department are subject to review and approval by the following:

(a) The Commissioner of the Department, or his/her duly authorized representative;

(b) Unless otherwise waived, the Department of Financial and Administrative Services (DAFS). DAFS approval involves the approval by:

(i) The State Purchases Review Committee and/or the Director of the Division of Purchases, Bureau of General Services, Department of Administrative and Financial Services, as set forth in Executive Order No. 9 FY 95/96 issued by Maine Governor Angus S. King, Jr. on April 11, 1996;

(ii) The Office of the State Controller (for encumbrances).

(2) The Division of Purchases requires the following three cover memos, available on the web sites:

(a) Commissioner's or Department Head's request for Contract/Grant/Purchases Approval (form DP FY04-1).

(b) Contract/Grant Designation Form and Requisition for Contract/Grant Authorization (form BP37R).

(c) Coding Sheet. DHHS uses the Standard Agreement Cover Page.

(3) For agreements for temporary staff services, the following standards apply:

(a) When the number of agreement hours exceeds 100 hours/year, Chapter 155 needs to be followed. See Division of Purchases web site. http://www.maine.gov/purchases/

(b) When the agreement hours are 100 hours/year or less, the following procedures must be followed:

(i) For agreements totaling $2,500 or less: three telephone quotes from different providers are required;

(ii) For agreements ranging from $2,501-$10,000: three written quotes from different providers are required;

(iii) For agreements ranging from $10,001-25,000: job descriptions should be sent to all providers of temporary services in the area for quotes;

(iv) For agreements over $25,000: Request for Proposals is required.

(c) For all amounts, the supplemental sheet must be completed. See website

(4) Although most agreements should be encumbered, unencumbered agreements may be developed when all the following situations exist:

(a) The service is unpredictable such as residential placements;

(b) The funds needed fluctuate based upon individual client needs;

(c) Invoices, service provision, or caps on services are approved by the regional office.

(5) All agreements become effective when the above-mentioned approvals have been secured and the Department of Administrative and Financial

Services has encumbered the agreement funds or approved the agreement as unencumbered.. Agreements cannot be encumbered ahead of the effective start date. Some agreements may be approved by the Division of Purchases as unencumbered, due to the unpredictable nature of the services purchased.

F. Agreement Payments. No agreement payments shall be made prior to the approval and encumbrance of agreement funds. Payments must be used during the period of the agreement only and may not be used to pay for costs incurred prior to or subsequent to the term of the agreement. Funds encumbered for the agreement must be used for services delivered or items purchased and expended during the terms of the agreement.

SECTION 3: AGREEMENT CONTENTS

1. INTRODUCTION

A. Purpose

(1) An agreement between the Department and a provider constitutes a legally binding agreement between the two parties. It is written and signed by all parties to the agreement.

(2) When contracting for purchased services the Department follows the State standard contract requirements for format and content that were developed and implemented in 1998 under the direction of the Governor's Office and the Bureau of General Services, Department of Administrative and Financial Services.

(3) The agreement consists only of what is in written form, including revisions and amendments if in writing and signed by both parties to the agreement. No verbal promises will be considered as part of the agreement.

2. AGREEMENT COMPONENTS

A. Purpose

(1) This section describes the components of an agreement.

B. Standards

(1) **Format and Content.** The Department shall determine the format and content for all agreements administered by the Department All pages should be original and typed on 8 ½ by 11 sheets. The cover memos required by the Division of Purchases are listed in Section 2, Subsection 4 E.

(2) **Compliance with Statutes, Rules, Regulations and Directives.** The Department shall comply with all Federal and State statutes, rules and regulations regarding the procurement of services. Further it shall comply with all format and content directives issued by the Commissioner's Office, Governor's Office, the State Purchases Review Committee, and the Department of Administrative and Financial Services.

(3) **Agreement Contents:**

(a) **Contracts and grants $2,500/year or less:**

(i) Signature page (BP 18) with original signatures;
(ii) For temp contracts, supplemental sheet detailing staff costs and any mark-up.

(b) **Contracts and grants in excess of $2,500/year/provider:**

(i) Signature page (BP 54) with original signatures by the provider, the Department's authorized designee, other departments' signatories if applicable, the agreement number and the agreement amount.
(ii) Standard Agreement Cover Page;
(iii) Rider A, Specifications of Services to be provided;
(iv) Rider B, Method of Payment and Other Provisions including the terms of reimbursement (e.g., payment schedule, type of reimbursement);
(v) Rider C, Exceptions to Standard Rider B, if applicable;
(vi) Rider D, Additional Provisions, if applicable;
(vii) Rider E, Additional Program Requirements, if applicable;
(viii) Rider F, Budget, Agreement Settlement Form, Agreement Compliance Form, if applicable;
(ix) Rider G Provision of Contract Services by Foreign Nationals or Work Performed Abroad;
(x) Any other riders, attachments or sections required by the Department.

(c) Cooperative Agreements are usually completed by the University and sent to the Agreement Administrator for approval and processing. The usual content is in the Appendix.

(4) Changes to the Agreement. Any changes to an agreement between a provider and the Department shall be made in accordance with the agreement revision and amendment standards contained in Section 2, Sub-Section 3 of this manual. The provider should initial any changes that occur after the provider's signature but prior to DHHS' signature.

3. STANDARD AGREEMENT COVER PAGE

A. Purpose

(1) The Standard Agreement Cover Page is used to provide a quick reference for review, account coding and audit purposes. The Division of Purchases also uses another coding sheet for other departments.

B. Standards

(1) **Standard Agreement Cover Page.** The standard agreement cover page shall be completed by the Agreement Administrator and the provider as directed by the Agreement Administrator.

4. AGREEMENT SIGNATURE PAGE

A. Purpose

(1) The agreement signature page serves as the legally binding authorization page for the Department and the provider.

B. **Standards**

(1) **Format**. The agreement signature page shall be completed on form(s) provided by the Department.

(2) **Inclusion.** All agreements shall contain an agreement signature page signifying the provider and the Department's concurrence with all terms of the agreement. For BP54 agreements, all Riders and attachments shall be listed as included as integral parts of the agreement.

(3) **Signature and Date**. The provider shall sign the agreement signature page prior to Departmental approval of the agreement. Both the provider and Departmental signatures should be original, not electronic or faxed.

(4) **Authorized Signatures**. The individual(s) who signs the agreement shall be duly authorized by the provider's board of directors, steering committee, or governing body to execute agreements on behalf of the provider. For agreements made with sole proprietorships, the business owner shall sign the agreement. For agreements made with general partnerships, limited partnerships and limited liability partnerships, all partners having ownership in the business entity shall sign the agreement or authorize one or more partners to sign on their behalf.

(5) **Department Signature.** The Commissioner, Department of Health and Human Services, or his/her duly authorized representative shall sign the agreement signature page only if the agreement meets the agreement approval standards contained in this manual.

(a) For agreements not exceeding $50,000, a duly designated Purchased Services Manager may sign the agreement on behalf of the Department.

(b) For agreements not exceeding $100,000, the Director of the Division of Purchased Services may sign the agreement on behalf of the Department.

(c) For all agreements, only duly authorized representatives may sign on behalf of the Department.

5. RIDER A, SPECIFICATION OF SERVICES TO BE PROVIDED

A. **Purpose**

(1) Rider A details the variety of services the Department purchases from providers. The types of services purchased are determined by the Department within parameters established by Federal and State funding sources. All agreements between the Department and providers contain

descriptions of services. Where possible, direct services are quantified for agreement performance and payment purposes. The information provided in Rider A of the agreement serves as a basis for clearly describing service provision as well as the monitoring and evaluation of the quality and effectiveness of the service. It may include references to or requirements of a Request For Proposal.

B. **Standards**

(1) **Format and Content**. The Department shall determine the format and content requirements contained in Rider A of the agreement. The Department shall purchase the types of services that are consistent with uses as identified in Federal and State statutes, rules and regulations. Rider A contains the following:

(2) **Specifications of Services to be Provided**. Specifications of Services to be Provided in Rider A may contain any or all of the following sections as determined by the Agreement Administrator and as applicable to the type of agreement and services to be purchased.

(a) **Summary of Services** section that identifies type(s) of service(s) to be purchased and a reference to the level of funding and service delivery requirements for each service.

(b) **Reporting Requirements** section that provides a listing of the required reports and respective due dates. The Agreement Administrator completes this section.

(c) **Service Specifications/Performance Guidelines** section containing a descriptive overview of the services to be purchased, including, as applicable.

(i) **A service definition** that describes what is being purchased;

(ii) **Service components** that list the types of activities that are reimbursable or billable under the agreement. Non-allowable or non-billable types of activities may also be referenced;

(iii) **Unit of measurement** that quantifies the amount of services contracted that will be reported to the Agreement Administrator;

(iv) **Performance criteria** containing performance goal(s), indicator(s), strategies and measures, or a reference to them as a required report;

(v) **Amount of service** to be delivered by the provider to clients funded by the Department. This section may require the distribution of service(s) by client group, by funding source or by other stated criteria. Provider shall complete portions

of this section on forms provided by the Agreement Administrator.

(d) **Descriptions of activities/projects** to be accomplished as deliverables and the associated costs.

(3) **Payment for Unauthorized Services**. The Department shall not pay for services that are not described in the agreement between the Department and the provider.

(4) **Termination for Unauthorized Services**. The Department may terminate an agreement with a provider who uses Department funds to provide services that are not described in the agreement between the Department and the provider.

(5) **Compliance with Program Policies.** The provider shall comply with program standards contained or referenced in the agreement.

(6) **Client Groups**. The Department reserves the right to identify client groups to receive services in compliance with all Federal and State statutes, rules and regulations, as applicable. Priority for services may be given to one or more client groups over all others.

(a) The Department shall identify groups of clients eligible to receive the services funded by the Department through purchase of service agreements. The Department shall comply with all Federal and State mandates for serving special population groups.

(b) The Department may require that certain client groups receive priority-of-service status over other eligible client groups funded by the Department through purchase of service agreements.

(c) The Department shall provide the client group definitions and priority-of-service terms, if any, to be included in all purchase of service agreements.

(d) The amount of Department funded services to be delivered to each client group, as projected by the provider, shall be subject to the approval of the Department.

(7) S**ervice Availability Depending Upon Funding**. Services provided to eligible clients are contingent upon the availability of funding and shall not be interpreted to entitle any individual or family to assistance under the programs funded by the Department.

6. RIDER B, METHOD OF PAYMENT AND OTHER PROVISIONS

A. Purpose

(1) **Rider B** details the standard expectations found in all service agreements between the State and a provider. It is the standard State rider for all service agreements.

B. **Standards**

(1) **Format and Content**. All purchase of service agreements above $2,500 administered by the Department shall contain, word for word, Rider B standards for Method of Payment and Other Provisions mandated by the Department of Administrative and Financial Services, Division of Purchases, unless the Office of the Maine Attorney General and the State Purchases Review Committee approves an exception. Providers seeking exceptions should detail the exceptions in Rider C. Rider B contains the following:

(2) **Agreement Amount, Payment Provisions and Agreement Administrator.** Rider B of the agreement shall identify the agreement amount, payment provisions, and the name of the person who is designated as the Agreement Administrator on behalf of the Department. Rates, fees, or conditions for payments should be clearly stated as well as the unit of measurement. It should also state that rates may vary, dependent upon external approval processes. If applicable, it shall also contain the name of the Program Administrator responsible for the programmatic requirements of the agreement.

7. **RIDER C, EXCEPTIONS TO STANDARD RIDER B**

A. **Purpose**

(1) **Rider C** is used to describe any exceptions to Rider B. In the rare event that changes to Rider B, Method of Payment and Other Provisions, are approved by the Office of the Maine Attorney General and the State Purchases Review Committee, the exceptions must be detailed in Rider C of the purchase of service agreement. Otherwise, Rider C must indicate that there are no exceptions granted. The Agreement Administrator has no authority to approve exceptions to Rider B and should refer the request to DAFS Division of Purchases.

B. **Standards**

(1) **Format and Content**. The format and content depend upon the approval of any exceptions. Rider C contains the following:

(a) **No Exceptions to Rider B**. If no exceptions to Rider B, Method of Payment and Other Provisions, are approved by the Office of the Attorney General and the State Purchases Review Committee, then Rider C, Exceptions to Standard Rider B, shall state: “No Exceptions to Rider B are granted under this agreement.”

(b) **Exceptions Granted to Rider B.** If the Office of the Attorney General and the State Purchases Review Committee grant exceptions to Rider B, Method of Payment and Other Provisions, then Rider C, Exceptions to Standard Rider B, shall detail the exceptions.

8. **RIDER D, ADDITIONAL PROVISIONS**

A. **Purpose**

(1) **Rider D** is used to describe special provisions that are specific to the Department and applicable to the different program areas of the Department agreements. Community agencies that receive public funds through purchase of service agreements with the Department are accountable to administrative and program requirements to ensure that public funds are expended for allowable costs associated with delivery of the services purchased and that a proper reconciliation of agreement payments is accomplished upon termination of the agreement. These provisions are contained in Rider D of the purchase of service agreement.

B. **Standards**

(1) **Format and Content**. The Department shall determine the format and content requirements of Rider D of the agreement. Rider D contains the following:

(2) **Rider D Agreement Terms**. All purchase of service agreements administered by the Department shall contain, word for word, the applicable Rider D, Additional Provisions, as required by Agreement Administrator unless the Director, Division of Purchased Services approves an exception.

(3) **Modification.** The provider shall not make any changes to Rider D, Additional Provisions, without authorization by the Director, Division of Purchased Services.

(4) **Unauthorized Modifications**. Unauthorized modification by the provider to Rider D, Additional Provisions, shall not be accepted by the Department and may result in termination of contract negotiations or termination of the purchase of service agreement.

9. **RIDER E, ADDITIONAL PROGRAM REQUIREMENTS**

A. **Purpose**

(1) **Rider E** is used to describe broad program requirements in addition to the services described in Rider A, as applicable to the type of agreement and program area. Providers that receive public funds through

agreements with the Department are accountable to administrative and program requirements determined by program area for client services.

B. **Standards**

(1) **Format and Content**. The Department shall determine the format and content requirements contained in Rider E s of the agreement. Rider E contains the following:

(a) Program requirements specific to the type of service(s) being purchased that are in addition to and/or reference the requirements contained in Rider A of this manual or are global requirements of the program area such as accreditation requirements or statutory requirements are contained in Rider E.

10. RIDER F, BUDGET AND SETTLEMENT TERMS

A. **Purpose**

(1) **Rider F** contains the budget and settlement terms of the agreement. Providers that receive public funds through purchase of service agreements with the Department are accountable to administrative and financial requirements to ensure that public funds are expended for allowable costs associated with delivery of the services purchased and that a proper reconciliation of agreement payments is accomplished upon termination of the agreement. Section 4 provides more details on the settlement process and standards.

B. **Standards**

(1) **Format and Content**. The Department shall determine the format and content requirements contained in Rider F of the agreement. Rider F contains the following:

(a) **Program Budget** containing revenue and expense information sufficient for the Agreement Administrator to determine reasonable costs, as defined in the applicable circular. The provider must adhere to the instructions for completion of budget forms. This section is completed by the provider on forms provided by the Agreement Administrator. There are no budget presentation requirements for fee-for-service agreements.

(b) **Agreement Settlement Form (ASF) Pro Forma** to set forth the adjustment and treatment of revenue and expenses following termination of the agreement. The ASF Pro Forma contains the steps necessary to reach an accurate settlement. This section is completed by the provider on forms provided by the Agreement Administrator and subject to approval by the Agreement Administrator. In the event that the completion of the ASF Pro

Forma conflicts with applicable auditing standards, the auditing standards shall prevail.

(c) **Agreement Compliance Section** to identify compliance requirements that must be tested in agreement audits by IPA and/or examinations of financial statements by the Department. Compliance testing includes: Federal CFDA requirements, internal controls, standard administrative practices, allowable costs/cost principles, budget compliance, types of service allowed or not allowed, client eligibility, matching funds requirements, reporting, sub-recipient monitoring, agreement settlement and any other special provisions. The Agreement Administrator completes this section.

(d) Any other terms and conditions that the Agreement Administrator determines necessary to include in Rider F.

(2) **Precedence of OMB Circulars/Common Rule.** OMB Circulars/Common Rule shall take precedence over the standards contained in this manual except when:

(a) The applicable OMB Circulars and/or Common Rule do not address the policy in question;

(b) The standards contained in this manual expand upon the requirements contained in the OMB Circulars and/or Common Rule;

(c) This manual is more restrictive than the administrative requirements and cost principles of the applicable OMB Circulars and/or Common Rule;

(d) State funds are statutorily appropriated to pay for items of cost that are unallowable under the cost principles contained in the Federal OMB Circulars.

11. RIDER G, PROVISION OF SERVICES BY FOREIGN NATIONALS AND WORK PERFORMED ABROAD

A. Purpose

(1) Rider G is required by the Legislature to quantify services provided by foreign nationals. Rider G determines where work is to be performed and is a part of the agreement. It is completed by the provider.

B. Standards

(1) **Format and Content**. The Maine Legislature requires the Division of Purchases to determine the country where work is to be performed. The

format and content are determined by DAFS Division of Purchases.

12. SUB-RECIPIENT AWARDS

A. Purpose

(1) Occasionally a provider may need to develop a sub-agreement with another provider to furnish some of the services or products to be delivered under the agreement, as described in Rider B, #8 Sub-Agreements.

B. Standards

(1) **Prior Approval to Sub-Recipient Award.** Any sub-agreement entered into by the provider must be approved by the Agreement Administrator, as per Rider B, #8 Sub-Agreements, prior to the provision of services.

(2) **Sub-Recipient Awards.** A sub-recipient award shall be required whenever part of the direct services as described in Rider A of the agreement between the provider and the Department are performed by another provider entity in consideration of funds provided by the Department. **Exception**: Providers that administer child care voucher services and networks of family child care homes are exempt from the requirements of this section of the manual, but must comply with program management standards.

(3) **Provider Responsibilities/Sub-Agreements**. The provider is solely responsible for fulfillment of this agreement with the Department. The provider assumes responsibility for all services offered and products to be delivered whether or not the provider is the manufacturer or producer of said services.

(4) **Relationship between Provider, Subcontractor and Department**. The provider shall be wholly responsible for performance of the entire agreement whether or not subcontractors are used. Any sub-agreement into which the provider enters with respect to performance under this agreement shall not relieve the provider in any way of responsibility for performance of its duties. Further, the Department will consider the provider to be the sole point of contact with regard to any matters related to this agreement, including payment of any and all charges resulting from this agreement. The Department shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid.

(5) **Liability to Subcontractor**. The requirement of prior approval of any sub-agreement under this agreement shall not make the Department a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against the Department. The provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless the Department against any

claim, loss, damage, or liability against the Department based upon the requirements of Rider B, Section 18.

(6) **Restriction on Sub-Recipient Awards with Related Parties.** Providers are prohibited from entering into sub-recipient awards with a related party in order to fulfill an agreement with the Department. "Related party" means the subcontractor is part of the provider operating structure and/or is controlled or influenced by directors common to both governing bodies. Unless self-disclosed by the provider, determination of a related party is made by the Department. A related party may provide services as long as the expenses are disclosed in the agreement budget.

(7) **Sub-Recipient Award Responsibilities**. All sub-recipients of an award shall be bound by the same terms and conditions of the agreement between the Department and the provider and shall be subject to all standards contained in this manual.

(8) **Overpayments/Underpayments.** All overpayment/underpayments of agreement funds to the sub-recipient by the provider should be settled by the provider within sixty (60) days following the termination date of the sub-agreement. The sub-agreement expense amount reported to the Agreement Administrator should be the actual amount earned by the sub-recipient. The actual amount earned is the difference between the amounts paid to the sub-recipient less any overpayment amount.

(a) **Example-Overpayment.** A provider has a sub-agreement with an unrelated provider for $10,000. The sub-recipient is paid the full $10,000 but only earned $8,000. The $2000 balance should be returned to the provider within 60 days of the agreement termination.

(b) **Example-Underpayment.** A provider has a sub-agreement with an unrelated provider for $10,000. The sub-recipient is paid $8,000 but earned $10,000. The $2000 balance should be paid to the sub-recipient within 60 days of the agreement termination.

(c) **Collection of Overpayments.** It is the provider's responsibility to collect all overpayments from the sub-recipient. Any uncollected overpayment amount shall be considered a bad debt expense that is not reimbursable by the Department.

(d) **Reporting.** The provider shall be responsible for collecting all reports required in Rider A of the sub-agreement.

SECTION 4 AGREEMENT ADMINISTRATION

1. INTRODUCTION

A. Purpose

(1) The Department is responsible for implementing and administering numerous Federal and State programs. In this capacity, the Department must determine the parameters within which these programs will be operated and managed, how services will be purchased and agreements monitored.

2. GENERAL ADMINISTRATIVE OVERSIGHT

A. Purpose

(1) This section provides a general overview of the Department's oversight responsibilities.

B. Standards

(1) **Agreement Monitoring**. The Agreement Administrator shall monitor the timeliness, completeness and accuracy of all fiscal expenditure reports, service delivery reports, performance based contracting reports and all other reports required in Rider A of the agreement.

(2) **Compliance**. The Agreement Administrator shall require the provider to demonstrate compliance through documentation or other appropriate means with any or all purchase of service terms.

(a) The Department may initiate one or more of the following actions if providers fail to achieve, at a minimum, the baseline requirements of the agreement.

(i) Require the provider to evaluate the cause for their failure to achieve the baseline requirements contained in the agreement and to develop and employ new strategies. The Agreement Administrator shall determine if the current agreement will be amended to incorporate new strategies or if this should be done in an agreement renewal;

(ii) Require the provider to engage the services of a program consultant to assist with correcting the provider's failure to achieve baseline requirements. The Agreement Administrator reserves the right to select the consultant or to participate in the selection of a consultant;

(iii) Terminate the agreement.

(3) **Site Visits.** The Agreement Administrator shall conduct site visits at the provider's administrative offices and/or service delivery sites, as

prompted by insufficient performance or other concerns, to observe, discuss and evaluate the provider's capacity for carrying out the terms of the agreement. Follow-up action includes, but is not limited to, consultation with Department program management, corrective action plans, and special agreement requirements to address deficiencies.

(a) Corrective Action Plans are developed by the provider and subject to approval by the Agreement Administrator.

(4) **Program Reviews.** Program Reviews will be conducted when the need is determined by program management in collaboration with the Agreement Administrator. These reviews will be conducted by a team, as determined by program management.

(a) Program Reviews are comprehensive, resulting in a full assessment of the services provided, compliance with the terms of the agreement and program requirements and other areas as needed.

(b) Program Reviews are usually conducted on-site with the provider.

(c) If indicated, the Agreement Administrator may require the provider to develop a corrective action plan, subject to approval by the Department.

(5) **Technical Assistance and Training**. The Agreement Administrator may provide technical assistance and training to providers on aspects of contracting with the Department, including, but not limited to, the proper completion of the agreement package, program requirements, fiscal and reporting requirements.

(6) **Action Transmittals**. The Director, Division of Purchased Services may issue action transmittals to providers to address questions of interpretation of these standards, update the manual and to issue new procedures and forms; and for other purposes associated with the proper and consistent application of policies contained in this manual.

(7) **Audit Findings.** The Department shall follow up on all audit findings.

(8) **Audit Appeals.** All disputes relating to an examination report transmittal issued by the Department must follow the appeals procedures contained in Section .04 of the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP).

3. TERMINATION OF AGREEMENTS

A. Purpose

(1) The Department enters into agreements with providers with the expectation that both parties will be able to comply with the terms and provisions of the agreement. However, in some instances the

Department or the provider are not able to fulfill the terms of the agreement and must initiate termination of that agreement before the date specified in the agreement.

B. Standards

(1) **Termination by the Department:**

(a) **Department's Right to Terminate**. The Department shall have the right to terminate purchase of service agreements as set forth in Rider B of the agreement.

(b) **Written Notification Requirements**. For all actions by the Department to terminate agreements before the end date specified in the agreement, the Agreement Administrator shall provide a written **Notice of Termination** by certified mail or express mail addressed to the executive director or chief operating officer of the provider; see Appendix for a sample Notice. The **Notice of Termination** shall contain the following:

(i) The date that the letter is sent to the provider;
(ii) The Department's intent to terminate the agreement;
(iii) The effective date of the action;
(iv) The reason(s) for termination;
(v) Any other information as prescribed by the Department and indicated by the circumstances of the termination.

(2) **Termination by the Provider**

(a) **Provider's Right to Terminate.** A provider wishing to terminate an agreement before the date specified in the agreement shall provide written notification to the Agreement Administrator, Department of Health and Human Services, at least thirty (30) days in advance and fulfill other program requirements stipulated in the agreement, prior to terminating service to Department funded clients.

(b) **Service Transition**. The provider shall coordinate with the Department and applicable other provider to transition client services as client transition is a joint responsibility.

(3) **Distribution.** Copies of the Notice of Termination will be sent to the DAFS Division of Purchases and the Office of Audit, as well as applicable management.

(4) **Agreement Amount.** The amount of the agreement will be adjusted to compensate for the shortened period of the agreement.

4. AGREEMENT REPORTING

A. Purpose

(1) **Agreements for Purchased Services** generally contain reporting requirements for the purpose of monitoring the financial status, service delivery progress, deliverables and other performance requirements of the agreement. Agreements for Special Services do not generally contain reporting requirements due to the lesser scope and funding associated with casual and intermittent services.

B. Standards

(1) **Compliance with Federal and State Reporting Requirements**. The Department shall comply with all Federal and State reporting requirements applicable to the funding sources contained in agreements between the Department and provider.

(3) **Reporting Requirements for Agreements to Purchase Services.** The Department shall determine the types of reports and due dates required with the provider and list these in Rider A of the agreement. Agreements to purchase services may require one or more of the following reports:

(a) **Program Financial Reports.** These reports provide a periodic accounting of actual program income received and expenses incurred for the report period in comparison to the approved budget.

(b) **Agreement Close Out Report.** These reports reconcile agreement payments to the actual amount of agreement funds earned in accordance with the settlement terms set forth on the Agreement Settlement Form Pro Forma contained in Rider F of the agreement. These are *pre-audit* settlements of the agreement.

(c) **Service Delivery Reports.** These reports document the amount of services provided throughout the agreement period for the provision of services or deliverables.

(d) **Performance-Based Contracting Reports.** These reports measure the progress toward achievement of the performance indicators or deliverables as contained in Rider A of the agreement;

(e) **Other Reports.** Other reports may be required by Federal and State funding sources or the Department in carrying out the terms of the agreement.

(4) **List of Required Reports in the Agreement**. Rider A of the agreement between the Department and the provider shall contain a listing of any required reports, the period of time covered by each report and the respective due dates.

(5) **Report Format**. All reports shall be completed by the provider on forms or facsimiles of forms provided by the Agreement Administrator and submitted to the Agreement Administrator by their due dates.

(6) **Accuracy and Completeness.** All reports submitted by the provider shall be accurate and complete.

(7) **Monitor for Timely Submission, Completeness and Accuracy**. The Agreement Administrator shall monitor the receipt of all reports for timely submission, and review all reports for completeness and accuracy. As needed, some reports may be further reviewed by other applicable staff.

(8) **Incomplete and Erroneous Reports**. The Agreement Administrator shall return all incomplete or erroneous reports to the provider for completion or correction along with an explanation of the deficiencies.

(9) **Review of Performance**. The Agreement Administrator shall review required reports to determine the provider's performance under the agreement and contact the provider concerning resolution of any apparent financial problem identified in the reports. The Program Administrator may contact the provider concerning service delivery problems or request the Agreement Administrator to do so.

(10) **Stop Payment.** When a provider fails to submit a report by the due date as stipulated in Rider A of the agreement or submits a report that is inaccurate or incomplete, the Agreement Administrator shall notify the provider that payment on the agreement will be stopped pending receipt of the missing report and/or incomplete or erroneous report.

(11) **Funds Transferred to Another State Agency.** Department funds administered by another State agency shall be governed by the other State agency's service reporting policies, unless otherwise stipulated in a memorandum of understanding between the Department and the other State agency.

5. PAYMENT AND SETTLEMENT

A. Purpose

(1) The Department, as an administrative agency for Federal and State funds, shall maintain a process for issuance of payments and financial settlement that limits payments to actual and allowable costs incurred within the agreement period.

B. Payment Standards

(1) **Cost Incurred within the Agreement Period**. The Department shall limit payments to the provider for services provided and/or expenses incurred within the effective dates of the agreement.

(2) **Agreement Amount**. The Department shall not pay the provider in excess of the agreement amount stipulated in the agreement.

(3) **Availability of Funds.** All payments to the provider shall be subject to the availability of funds from State and Federal appropriations.

(4) **Methods of Payment**. The Department shall issue and/or adjust payments to the provider according to the method specified in the agreement.

(5) **Agreement Approval and Encumbrance**. Payments to the provider shall be authorized only when the agreement is approved for funding and funds are encumbered by the State Controller as provided in Section 2 of this manual.

(6) **Payment Authorization**. Issuance of payments to the provider shall require authorization by the Agreement Administrator. The Agreement Administrator may approve an adjustment to the payment schedule listed in the agreement if warranted. If the payment schedule is specified in the agreement, the Agreement Administrator may approve the invoice. If the payments are not specified in the agreement, an original invoice from the provider is required.

(7) **Frequency of Payments.** Payments to the provider shall be made as stipulated in the agreement, unless otherwise approved by the Agreement Administrator.

(8) **Services to Ineligible Recipients**. The Department shall adjust payments to disallow costs for services provided to ineligible clients when it is determined by the Agreement Administrator that services were provided in violation of the eligibility requirements contained in Riders A and E of the agreement.

(9) **Unauthorized Services**. The Department shall not pay for services that are not authorized in the agreement between the Department and the provider.

(10) **Right to Stop Payments.** The Agreement Administrator shall have the right to stop payments to the provider for non-compliance with the terms of the agreement as well as non-compliance with the terms of previous agreements, such as non-submission or rejection of financial statements or corrective action plans for audit, or unpaid balances from a previous agreement. The Agreement Administrator shall give the provider notification prior to the stopping of payments whenever possible.

(11) **Offset Rights**. When the provider fails to return agreement funds due the Department indicated by the Agreement Close-Out Report or as detailed in an examination report transmittal issued by the Department in accordance with the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP), the Department may exercise its offset rights as described in Rider B of the agreement. Payments to the provider may be curtailed until the outstanding amount is recovered.

(12) **Action to Terminate an Agreement.** The Department shall stop payments to a provider following action to terminate an agreement before its expiration date and the Department agreement amount shall be adjusted.

(13) **Availability of Funds.** Payments to a provider may be delayed when the Department is notified that there will be a delay in receipt of agreement funds from State and/or Federal appropriations.

(14) **Unobligated Balances**. The Department may request the Department of Financial and Administrative Services, Division of Purchases to disencumber an unobligated balance after the termination date of an agreement. To affect this, the Department must provide a copy of the correspondence (written or email) advising the provider of this action and provide assurance that the disencumbered funds will be unneeded. Disencumbrance during the term of the agreement should be accomplished as an amendment. If the provider refuses to sign an amendment, the Notice of Disencumbrance can be used. See Appendix B – Notice for Disencumbrance.

A. **Settlement Standards**

(1) **Agreement Close-out**. When listed in Rider A, the provider shall complete an Agreement Close-Out Report within sixty (60) days after the agreement termination date. The Agreement Close Out Report is a preliminary financial settlement of the agreement that reconciles total Department agreement payments issued to the provider to the total amount of Department agreement funds earned by provider.

(a) **Format.** The Agreement Close-Out Report shall correspond to the settlement method set forth in the Agreement Settlement Form Pro Forma contained in Rider F of the agreement with the following adjustments to account for available income, income committed to the program, and actual expenses incurred over the agreement period. The completion of the Agreement Close-Out Report shall follow the standards outlined in MAAP for the Final Agreement Settlement Form.

(b) **Agreement Funds Due Providers**. If there are agreement funds due the provider as determined by submission of the Agreement Close-Out Report, the Department shall issue

payment to the provider after thirty (30) days of receiving the report provided the report is accurate, complete and received within sixty (60) days from the agreement termination date. The Department cannot guarantee payment on late reports.

(c) **Agreement Funds Due the Department.** If there are agreement funds due the Department as determined by submission of the Agreement Close-Out Report, the provider shall include payment with submission of the report. Any interest due the Department must be submitted in a separate check at the same time other funds are due.

(2) **Audits.** Audits shall be conducted as a final settlement of the agreement as required by state and/or federal regulations and the terms of the agreement.

(3) **MAAP Audit Requirements**. Funds provided under an agreement between the Department and a provider may be subject to the auditing requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) and may further be subject to an audit by authorized representatives of the Federal Government.

(4) **Hierarchy of Standards.** The administrative requirements and cost principles contained in the Office of Management and Budget (OMB) Circulars and Common Rule supersede any conflicting standards contained in this manual. However, the standards contained in this manual shall prevail under one or more of the following conditions:

(a) The applicable OMB Circulars and/or Common Rule do not address the policy in question;

(b) The standards contained in this manual expand upon the requirements contained in the OMB Circulars and/or Common Rule;

(c) The standards contained in this manual are more restrictive than the administrative requirements and cost principles of the applicable OMB Circulars and/or Common Rule.

(d) State funds are statutorily appropriated to pay for items of cost that are unallowable under the cost principles contained in the Federal OMB Circulars.

(5) **Corrective Action Plan**. When there is a non-compliance finding or reportable condition contained in the examination report transmittal issued by the Department's Office of Audit and/or cited by the provider's independent public accountant (IPA), or upon request of the Agreement Administrator for performance issues, the provider shall submit a corrective action plan.

(a) **Thirty Days to Submit a Corrective Action Plan**. When a corrective action plan is required as a result of an audit, the provider shall submit one to the Audit Resolution Manager, Division of Purchased Services, Department of Health and Human Services. When it is required as a result of a request by the Agreement Administrator, the provider shall submit one to the Agreement Administrator. In either case, it is due within thirty (30) days.

(b) **Contents of a Corrective Action Plan**. Corrective action plans must include the following information, using the standard form provided by the Department:

(i) Provider's name, program name (if applicable), the applicable agency fiscal year, and (if applicable) the reference number that the auditor assigned to the finding or condition;

(ii) Re-statement of the finding as it appears in the IPA audit and/or Department Examination Report Transmittal or the issue identified by the Agreement Administrator;

(iii) The name(s), job title(s), and telephone number(s) of the individual(s) responsible for carrying out the corrective action plan, the necessary steps leading to resolution along with an implementation timeline and an anticipated completion date;

(6) **Copies of MAAP Rules.** Copies of the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules are available from the Department of Health and Human Services, Office of Audit. http://www.maine.gov/sos/cec/rules/10/chaps10.htm and select Chapter 30.

(7) **Copies of OMB Circulars and Common Rule.** Copies of the applicable Office of Management and Budget (OMB) Circulars and Common Rule are available on the US Government's official web site: www.whitehouse.gov/omb

(8) **Funds Administered by Another State Agency**. Department funds administered by another State agency shall be governed by the payment and settlement requirements of the applicable Federal funding source and the other State agency's standards, unless otherwise stipulated in a memorandum of understanding between the Department and the other State agency.

(9) **Bankruptcy.** If the provider has filed for bankruptcy, and there are funds due the Department, the Agreement Administrator should contact the Director, Division of Purchased Services who will seek a legal opinion regarding the collection of any funds due.

6. RECORD KEEPING AND RETENTION

A. Purpose

(1) It is essential that the provider maintains and retains documents associated with their performance under an agreement with the Department. Records must be organized and accessible for inspection by State and Federal officials for agreement monitoring, evaluation and auditing responsibilities.

B. Standards

(1) **Record Keeping by the Provider**. The provider shall retain all records applicable to administering an agreement with the Department as required by state or federal laws, rules and regulations. These records may include:

(a) A copy of the approved agreement with applicable amendments/revisions;

(b) All agreement-related correspondence;

(c) Copies of site visit reports, and if applicable, provider corrective action plans and follow-up reports issued by the Agreement Administrator;

(d) Copies of all reports submitted to the Agreement Administrator;

(e) Financial records that support the financial reports submitted to the Agreement Administrator;

(f) Records that validate service delivery as reported to the Agreement Administrator;

(g) Supporting documentation for the performance based contracting reports submitted to the Agreement Administrator;

(h) Supporting documentation for all other reports submitted to the Agreement Administrator;

(i) Client records;

(j) Application forms and supporting documentation for all applicants denied service (if applicable);

(k) Documentation of background checks performed by the Federal Bureau of Investigation (FBI), State Bureau of Investigation (SBI), State Child Protective Services (CPS), Child Care Licensing and Foster Care Licensing Units of the Department, and the Division of Motor Vehicles (DMV) if required and/or specifically addressed in the agreement.

(l) Provider information as required in Section 3 of this manual;

(m) Confidentiality statements signed by provider employees, subcontractors, volunteers, consultants (with access to clients or client records) and authorized agents;

(n) All other record keeping requirements of the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) and the applicable OMB Circulars.

(2) **Record Keeping by Sub-recipients.** Sub-recipients who enter into agreements with a provider to provide services funded by the Department are subject to the same record keeping standards applicable to the provider.

(3) **Provider Record Keeping on Sub-Agreements**. The provider shall retain all records applicable to administering agreements containing a sub-agreement paid for in part or in full with Department agreement funds. Records shall include, but not be limited to, a copy of the approved sub-agreement with applicable amendments/revisions, copies of all reports submitted by the sub-recipient to the provider, financial records that support the financial reports on sub-agreement expenses submitted to the Agreement Administrator by the provider, records that validate service delivery by the sub-recipient as reported to the Agreement Administrator by the provider, and supporting documentation for all other reports to the Agreement Administrator that include information provided by a sub-recipient.

(4) **Client Records.** The provider and sub-recipients shall maintain a file for each Department-funded client as stipulated in Rider A of the agreement.

(5) **Accessibility**. Records shall be organized in a manner that facilitates inspection for agreement monitoring, evaluation and auditing purposes by State and Federal officials operating within their capacity.

(6) **Provision of Records Without Costs**. Records shall be provided at no cost to the Department and other State and Federal officials when requested for agreement monitoring, evaluation and auditing purposes. This standard shall not preclude a provider from including in their program budget the costs of an independent audit/compilation report and the costs associated with establishing and maintaining records.

APPENDIX

A. Notice for Budget Revision

B. Notice for Disencumbrance

C. Notice of Termination (letter date, intent to terminate, effective date of termination, reason for termination, copies to Purchases and Audit (if applicable)

D. BP54 Provider Change

E. Required Agreement Forms- chart

F. Cooperative Agreement Procedures

G. Alphabetical Listing of Websites

Appendix A

SAMPLE
Notice for Budget Revision

Date

Provider Name and Address

Re: Agreement #
Encumbrance #

Dear

Please regard this letter as notice that your agreement appears to need to be revised based upon the quarterly financial reports submitted. Any deviations or excess of the approved amounts are considered unallowable under the terms of the agreement and may be subject to recall or non-payment at agreement close-out and settlement. Costs not previously approved in the budget may or may not be approved for reimbursement, so providers are encouraged to seek approval prior to incurring costs. Furthermore, failure to submit a revision may result in possible consequences upon the audit of your agreement by the Office of Audit, if applicable.

It is the provider's responsibility to submit revisions according to the Maine Uniform Accounting and Auditing Practices for Community Agencies Section .04. The rule may be found at http://www.maine.gov/sos/cec/rules/10/chaps10.htm. and select Chapter 30.

Please submit the revision prior to (date) in order to have the costs reviewed for approval.

If you have any questions, please contact me at (telephone number).

Thank you for your prompt attention in this matter.

Sincerely,

Agreement Administrator

Appendix B

SAMPLE
Notice for Disencumbrance

Date

Provider Name and Address

Re: Agreement #
Encumbrance #

Dear

This is to inform you that your agreement for the period ending (date) will be dis-encumbered by $(amount of reduction) on the effective date of (date). This reduction in your agreement amount is the result of (reason).

Any outstanding invoices must be sent to the Agreement Administrator prior to (earlier date).

If you have questions about the agreement amount, please contact your Agreement Administrator.

Sincerely,

Agreement Administrator

PC: Purchased Services Manager
Jerry Nault, Director of Procurement Services, Bureau of Purchases
Office of Audit (if applicable)

Appendix C

SAMPLE
Notice of Termination

Date

Provider Name and Address

Re: Agreement #
Encumbrance #

Dear

Please be advised that your agreement is being terminated effective (date) due to (reason). The total amount of the agreement as a result will be $ (new amount) for the period of (start date) to (termination date). Please submit your invoices to the Agreement Administrator prior to (date) for the outstanding balance of $ (dollar amount remaining to be paid).

Any costs incurred after the termination date of the agreement will not be reimbursed.

If you have any questions, please contact me.

Sincerely,

Agreement Administrator

PC: Purchased Services Manager
Jerry Nault, Director of Procurement Services, Bureau of Purchases
Office of Audit (if applicable)

Appendix D

BP54 Provider Change

AMENDMENT TO AGREEMENT TO PURCHASE SERVICES

Original Provider Name: _____ Contract number: _____

New Provider Name: _____ Contract amount: $_____

New Vendor ID #: _____ Contract Termination Date: _____

The Agreement referenced above, by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and Original Provider, is hereby amended to reflect the fact that Original Provider has been purchased by New Provider, hereinafter called "Provider". Provider hereby accepts responsibility for delivery of the services described in the original contract, under the same terms and conditions outlined therein.

All other terms and conditions of the original agreement shall remain in effect. The Department and Provider, by their duly authorized representatives, have executed this amendment to the said original agreement on this _____ day of _____, _____.

DEPARTMENT of HEALTH AND HUMAN SVS.

By: _____
Geoffrey Green, Deputy Commissioner, Operations and Support

PROVIDER:
By: _____
Typed Name and Title

CONTRACT REVIEW COMMITTEE
APPROVED:

Appendix E

Required Agreement Forms

Agreement Value	Signature Page	Cover Memos	RFP	Temp Svs.
$2500 and less	BP18R	None	Not required	Telephone quotes not required but preferred
$2500-$10,000	BP54	o DP FY04-1 Commissioner's or Department Head's Request for Contract/Grant/Purchases Approval o BP37R Requisition for Contract/Grant Authorization o Standard Agreement Cover Page	Sole source may be approved by DAFS	o 3 written quotes o Chapter 155 may apply if over 100 hours/year o Supplemental Sheet for Contracted Employees
$10,000-25,000	BP54	o DP FY04-1 Commissioner's or Department Head's Request for Contract/Grant/Purchases Approval o BP37R Requisition for Contract/Grant Authorization o Standard Agreement Cover Page	Required unless for temp services	o Should fax job descriptions to area temp agencies o Chapter 155 may apply if over 100 hours/year o Supplemental Sheet for Contracted Employees

Appendix F

Alphabetical Listing of Websites Mentioned Throughout this Manual

1) CFDA Numbers, http://12.46.245.173/cfda/cfda.htm

2) Department of Health & Human Services, http://www.Maine.gov/dhhs

3) Division of Purchases (DAFS), http://Maine.gov/purchases

4) Division of Purchased Services (DHHS), http://www.maine.gov/dhhs/bds/purchased-services/index.html

5) MAAP, http://www.maine.gov/sos/cec/rules/10/chaps10.htm - select Chapter 30

6) Maine Care, http://www.Maine.gov/sos/cec/rules/10/ch101.htm

7) OMB Circulars, http://www.whitehouse.gov/omb/

8) Performance-based contracts, http://janus.state.me.us/legis/statutes/search.asp

9) RFP Procedures Manual, http://www.Maine.gov/dhhs/bds/purchased-services/index.html

10) Restrictions for debarment, http://www.epls.gov

11) Restrictions for exclusions, http://oig/hhs/gov/fraud/exclusions/database.html#1

Appendix G

Maine Department of Health and Human Services
Operations and Support

Division of Purchased Services

Cooperative Agreement Standard Operation Procedures Manual

Contents

- **Definitions and Services**
- **Process**

A. Flow Chart of the process
B. Initial
C. Amendments
D. Invoices
E. Reports

II. Format

A. Signature Page
B. Background/History
C. Responsibilities/Benefits
D. Rider A
    1. Cover Page
    2. General Requirements
    3. Introduction
    4. Project # 1 Work Plan Page
    5. Project # 2 Work Plan Page

E. Budget
    1. Sample Page and Examples

- **STACAP**

A. Statute
B. Current Rates

- **IT Requirements**
- **List of Current Agreements**
- **Report Organization List**
- **Regulatory Citations**

I. Definitions and Services

The following areas are included in the cooperative agreements as services currently being provided.

- Training: To provide direct instruction to DHHS employees, provider agencies and other personnel

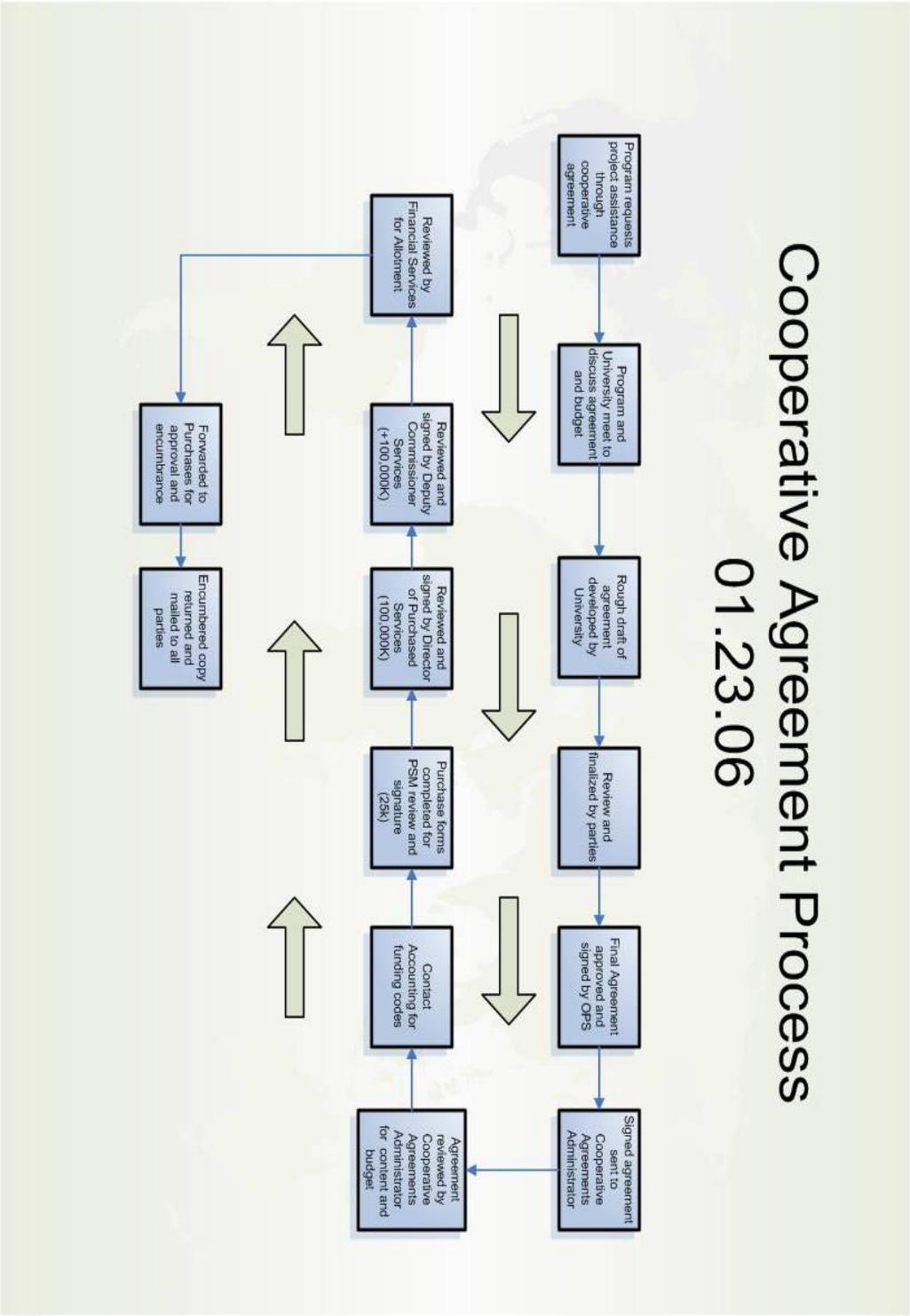
- Research: To provide direct and indirect research of projects, ideas, concerns to enable future policy decisions

- Management: To provide management of database systems, research projects, conferences, and meetings for various standing and ad hoc committees

- Staffing: To provide staff to manage meetings, conferences and projects with the Department

- Grant Writing: To provide personnel to search for and write grants for additional funding sources for various projects.

II. Process – A. Flow Chart



B. Initial

The following documents are required for a Cooperative Agreement.

- Signature page
- Narrative work plan
- Budget
- Budget Justification Sheet

Once the Agreement Administrator receives an agreement from a University the following steps are taken:

- The Agreement is assigned a tracking #
- The Agreement is placed in a folder and a tracking checklist is started
- The agreement is entered on the Contracts Database and a tracking spreadsheet
- The agreement is reviewed for content, budget figures and dates
- A request for MFASIS account strings is made to a financial/accounting contact per program/office.

Upon receipt of the account strings and after insuring all the figures in the budget add up, the agreement is processed and the database and spreadsheet are updated.

The following forms are completed:

- DP FY 04
- BP 37
- Standard Agreement Cover page (2 copies)

The agreement packet, with the necessary forms are then given to a Program Service Manager, Mike Wenzel, for review and approval. He can sign on behalf of the deputy commissioner if the amount is below $25,000.00. The agreement packet is given to the Director of Purchase Services, Marie Hodgdon, for review and approval for agreements above $25,000.00 and below $100,000.00 on behalf of the commissioner. If the agreement is above $100,000.00 than that it is sent over to the Deputy Commissioner Geoff Green for his signature as the representative of the department.

The agreement packet is sent to the Central Office for tracking and record keeping and then forwarded onto Purchases at the Cross Office Building.

Purchases reviews and processes the agreement, assigns an encumbrance number, and enters the account strings provided onto the MFASIS system upon approval. Those agreements that are over $1,000,000.00 are sent to the Budget Review Committee for approval. That committee meets twice a month to review all contracts and agreements. Once approved, all of the agreements are signed by Betty Lamoreau and stamped with the date they were encumbered.

The signed and stamped copies are returned to this office where copies are made and mailed to interested parties including the following:

- Office of Sponsored Programs Director
- Office of Sponsored Programs Contact
- Central Office
- DHHS Financial contact
- DHHS Program Manager
- University Financial Contact

The Database and spreadsheet are updated with the new dates and encumbrance number.

The original is placed in the file.

C. Amendments

The process for amendments is similar to that of an initial agreement with the exception of the tracking number. The following documents are required for an amendment.

- Amendment signature page
- Revised budget (when appropriate, i.e., when not an NCE)
- Revised narrative (when appropriate)

Once the Agreement Administrator receives an agreement from a University the following steps are taken:

- The Agreement's tracking number is modified based upon which amendment it is. A for the first, B for the second, etc.
- The Agreement is placed in a folder and a tracking checklist is started
- The agreement is entered on the Contracts Database and a tracking spreadsheet
- The agreement is reviewed for content, budget figures and dates
- A request for MFASIS account strings is made to a financial/accounting contact per program/office.

Upon receipt of the account strings and after insuring all the figures in the budget add up, the agreement is processed and the database and spreadsheet are updated.

The following forms are completed:

- DP FY 04
- BP 37
- Standard Agreement Cover page (2 copies)

The agreement packet, with the necessary forms are then given to a Program Service Manager, Mike Wenzel, for review and approval. He can sign on behalf of the deputy commissioner if the amount is below $25,000.00. The agreement packet is given to the Director of Purchase Services, Marie Hodgdon, for review and approval for agreements above $25,000.00 and below $100,000.00 on behalf of the commissioner. If the agreement is above $100,000.00 than that it is sent over to the Deputy Commissioner Geoff Green for his signature as the representative of the department.

The agreement packet is sent to Central Office for tracking and record keeping and then forwarded onto Purchases at the Cross Office Building.

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The signed and stamped copies are returned to this office where copies are made and mailed to interested parties including the following:

- Office of Sponsored Programs Director
- Office of Sponsored Programs Contact
- Central Office
- DHHS Financial contact
- DHHS Program Manager
- University Financial Contact

The Database and spreadsheet are updated with the new dates and encumbrance number.
The original is placed in the file.

D. Invoices

The process for invoices is still evolving, but at this stage below are the current steps.

Upon receipt of an invoice by the Agreement Administrator, the following steps are taken:

- Date stamp the invoice upon receipt.
- Take out a copy of the cooperative agreement the invoice comes from to review the account strings
- Enter information onto the Invoice Tracking Spreadsheet
- Check MFASIS under vendor Code and encumbrance # to make sure that there are funds available to pay for it.
- Complete account string information and percentage of the cost per account string
- Complete Purchase Services Agreement Billing form as a supplement to the invoice
- Or send the invoice and PSA to Accounts and Cash Management care of the senior staff accountant assigned to the report org #.
- Send a copy of the invoice and PSA, to the account contact per program area;
- Make a copy for the file

Tracking of the payment is made through searches in MFASIS and the Data Warehouse. Questions on the status of an invoice are made to the appropriate senior staff accountant.

E. Reports

- The University shall submit semi-annual financial and performance reports in accordance with the specification of the department, according to the following schedule:

Report	Type	Period Covered	Due Date
Semi-Annual	Financial & Program	7/1/06-12/31/06	1/31/07
End of the Year (cumulative)	Financial & Program	7/1/06-6/30/07	8/30/07

- The current budget format and invoice structure are being reviewed to find compatibility between them as to a common form which can be created and used to reflect how much has been spent versus the budgeted amounts.
- A new format for the final invoice is also being discussed at this time.
- If a report is generated by a cooperative agreement for publication, a copy of that report needs to be sent to the agreement administrator as well.
- A cost settlement statement at the end of the agreement will be developed and used to certify that the agreement has been completed.

III. Format

A. Signature Page

(This number is assigned by Alan) **State Agreement #** _____
State Encumbrance # _____

AGREEMENT FOR STATE/UNIVERSITY COOPERATIVE PROJECTS

This Agreement is entered into by and between the **University of (whichever is concerned)**, hereinafter referred to as the University and the State of Maine, **Department of Health and Human Services,** hereinafter referred to as the Department for the purpose of undertaking a project of mutual interest. This project shall be carried out under the terms and conditions of the General Policy Agreement for State/University Cooperative Projects dated September 12, 1989; except as may be modified herein.

The Project Period is from **July 1, 2004** through **June 30, 2005**.

The Specifications of Work to be Performed during the Project is described in the attached Rider A, incorporated herein.

(What is the Name of the Project)

Department Cooperator
Geoffrey W. Green, Deputy Commissioner
Operations & Support
Department of Health & Human Services
221 State Street
Augusta, ME 04333

University Cooperator (Signatory OSP)
Name, Director
Office of Sponsored Programs
University of **(whichever is concerned)**
Mailing Address
City, ME 04000

Department Administrator
Alan Henry
Cooperative Agreement Administrator
Dept of Health & Human Services
11 SHS, Marquardt Bldg, 2nd Floor
Augusta, ME 04333-0011

University Project Director
Whomever is Managing the Program
University of **(whichever is concerned)**
Mailing Address
City, ME 04000

Source of Project Funds		
Federal/State/Other	**Amount**	
Federal Funds (CFDA & Program)	$	0
State Funds (State funds based upon Allocation)	$	0
Other Funds via State (3rd party sources)	$	0
Other Funds (3rd party sources & others)	$	0
University Cost Share (includes cost share & In kind Contributions)	$	0
Total Source & Allocations	$	0

University Financial Administrator
Whomever is the financial manager of the Program
University of **(whichever is concerned)**
Mailing Address

City, ME 04000

Total project costs for the period of this agreement shall not exceed $_____, of which $_____ shall be provided by the Department of Health and Human Services and $_____ shall by provided by University of **(whichever is concerned)**

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Authorized Signature

Geoffrey W. Green, Deputy Commissioner,
Operations and Support
Department of Health & Human Services

UNIVERSITY OF (whichever is concerned)

Authorized Signature

Name of Person who signs, Director
Office of Sponsored Programs
University of **(whichever is concerned)**
Mailing Address

Each of the following items are being reviewed, and discussed for standardization of the entire cooperative agreement package between all of the interested parties.

B. Background/History and Summary

This section should include a brief narrative description of the past relationship between the Department and the University in regards to the specific cooperative agreement. It could include the following information.

- When it started.
- The services it has provided.
- A list of any changes in the agreement that have been for the mutual benefit of both parties.
- Summary of the highlights of this agreement

C. Benefits and Responsibilities

This section would contain a standardized list of the benefits and responsibilities of both parties involved in the cooperative agreements. The list can be both generalized and specific depending on the agreement benefits. This should become more defined as both parties discuss the parameters of these agreements. See list of examples below.

Examples of Benefits and Responsibilities

Benefits and Outcomes for the State:

1. Concrete deliverables in the areas of staff training, organizational development, automation and planning;
2. Concrete Deliverables in staff training, continuing education, planning and organizational development.
3. Expanded access to staff training and continuing education, through distance delivery.
4. Increased knowledge and skills of DHHS staff;
5. Increased knowledge and skills for DHHS and contract provider staff.
6. Enhanced funding and training and continuing education of DHHS staff;
7. Enhanced funding for training and continuing education through federal match funding.
8. Ongoing consultation, which allows DHHS to maximize the content expertise of line staff, supervisory staff and management;
9. Ongoing consultation with University and Center professionals
10. Resources and support to stay current in field of expertise;
11. Products which will be used by DHHS personnel beyond formal training sessions through the dissemination of training materials, materials for user groups leader and needs assessment and evaluation protocols.
12. Coordination and fiscal management of a training plan and budget.
13. Administration of credential review, certification and tuition assistance for entry level behavioral health care staff throughout the State of Maine.
14. Access to University System resources and personnel.

Benefits and Outcomes for the University:

1. Internships, assistantships and capstone projects for university students, including $21,500.00 for graduate student stipends for the placement of four students;
2. Enhancing current and future course offerings in the area of performance government, technology, telecommunications, organizational change, human resource management and strategic planning (areas in which courses are currently offered in the Muskie School's Public Policy and Management and Health Policy and Management graduate programs);
3. Tuition reimbursement totaling $29,980.00 that attracts students to university courses;

4. Expanding USM's course offering to non-credit and certificate programs, including a new Certificate in Performance Government scheduled to begin soon;
5. Resources and support for University staff and faculty to stay current in field of expertise and to contribute to the state of the art including support for travel to national conferences, delivering professional presentations, writing reports and journal articles for dissemination.
6. Contributing to increased efficiency and cost-effectiveness of state government and furthering the public service mission of the University.
7. This project provides research opportunities for faculty, case study materials for courses in health policy, opportunities for graduate assistants to develop analytic skills under supervision in real world settings, and opportunities for the University of Southern Maine to enhance its national reputation as a leader in producing high quality, policy-relevant, applied research.
8. Professional contacts in DHHS and other State departments and agencies related to behavioral health service delivery.
9. University staff will conduct specific applied research activities. University staff will have the opportunity to present (workshops, papers) University Staff will have the opportunity to develop professional articles for publication.
10. University staff will utilize the Federal CONUS rate for per diem expenses when traveling to national conferences outside of Maine.

Responsibilities and costs for the State:

1. Commitment of DHHS staff time to work collaboratively with DHHSTI on all products and projects. Activities include: participation on project design, planning and oversight work groups; curriculum review and development; co-training; providing subject matter expertise for competitive grant proposals, reports and other products; review and comment on draft documents; collaboration in the development of national presentations and journal articles; etc.
2. Providing space in state offices for meetings and project work;
3. Providing research opportunities and access to DHHS date, policies, procedures, technology;
4. Participation in joint hiring of staff where appropriate.
5. Contributes to direct costs of training.
6. Active participation of field staff in practice and policy related matters.
7. Provide access to OFCS data, policies, procedures and technology.

Responsibilities and costs for the University:

1. Contributing a percentage of assessed indirect as match to project budget;
2. Providing space in Augusta and Portland for project staff offices, meetings and training;
3. Managing fiscal aspects of project;
4. Providing human resource management for project staff; and
5. Access to university resources and expertise (library, computer services, telecommunications).
6. The University staff will provide research and technical support necessary for the completion of project goals. Manages organizational. Logistical and fiscal aspects of project.
7. Maintains databases on staff development, certifications, tuition reimbursement activities and trainers, including individual DHHS personnel.
8. Provides training and project evaluations, as appropriate.

D. Rider A

This section will be in a work plan chart style. The following information needs to be included in agreement format:

- University Project Lead
- Department Lead
- Goals- A brief statement describing the overall project being undertaken in this agreement.
- Objective – A short description of the project to be completed
- Activities – A list of tasks or projects that will be developed to complete and achieve the listed goal or objective.
- Time Frame - The dates for when this objective will be started and finished.
- Staff – What staff are involved in this activity
- Deliverables - A list of what will be developed as a result of the activities being completed.
- Budgeted Amount – A statement giving the total amount of costs associated with this objective.
- Each project would have its own work plan which will lend itself to greater account clarification with finance. This manual has examples for two different projects. The only difference is the project number in the upper left hand corner.

[Cooperative Agreement Name]

Between

University of Southern Maine
Muskie School of Public Service
[Institute/Center Name]

And

Maine Department of Health and Human Services
[Agency Name]

University Agreement Lead, [Name of University Lead], [Phone #], [e-mail address]
Department Agreement Lead, [Name of Department Lead], [Phone #], [e-mail address]

[Start Date] – [End Date]

General Requirements for Cooperative Agreements
This Cooperative Agreement is subject to compliance requirements under OMB circulars A-21 and A-110.

A. **Reporting**: The University shall submit semi-annual financial and performance reports in accordance with the specification of the department, according to the following schedule:

Report	Type	Period Covered	Due Date
Semi-Annual	Financial & Program	7/1/06-12/31/06	1/31/07
End of the Year (cumulative)	Financial & Program	7/1/06-6/30/07	8/30/07

B. **Invoices:** Invoices will be submitted for reimbursement once a month after receipt of the encumbered copy of the agreement by the University. The first invoice will include all months since the start of the agreement up to the encumbered date. The final invoice will include the 12th month of the agreement. All invoices will be sent to the Department's cooperative agreement administrator as listed on the Signature page and may also be reviewed by program management.

C. **Settlement:** Settlement of this cooperative agreement will be based upon costs incurred in the provision of services outlined in Rider A. Settlement will be based upon an end-of-year report submitted 60 days after the termination of the agreement. Payment from the final invoice is due to the University or to the Department within 45 days of receipt.

Introduction

For multi-project Cooperative Agreements, include a general abstract and/or summary of the Cooperative Agreement including any relevant background information and its overall purpose.

Benefits to the State: [Type brief Benefits of Cooperative Agreement to the State here.]

Benefits to the University: [Type brief Benefits of Cooperative Agreement to the University here.]

Responsibilities of the State: [Type responsibilities of the State here.]

Responsibilities of the University: [Type responsibilities of the University here.]

[Project Name]
University Project Administrator: [Project Director], [Phone #], [e-mail address]
Department Lead: [Department Lead], [Phone #], [e-mail address]

Goal: [Type short description of goal/objectives here.]

Abstract/Scope of Work: [Type long annual report description here.]

Objective 1: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		
Objective 2: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		
Objective 3: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		
Objective 4: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		

Benefits to and Responsibilities of the State: [Type brief benefits to and responsbilities of State here.]
Benefits to and Responsibilities of the University: [Type brief benefits to and responsbilities of University here.]
Budgeted amount for this project: [Type total reimbursable costs.]
Funding sources: [If this project has a federal or other funding source or restrictions, list its origins here]
CFDA#: [If applicable]

1. [Project Name]

University Project Administrator: [Project Director], [Phone #], [e-mail address]
Department Lead: [Department Lead], [Phone #], [e-mail address]

Goal: [Type short description of goal/objectives here.]

Abstract/Scope of Work: [Type long annual report description here.]

Objective 1: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		
Objective 2: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		
Objective 3: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		
Objective 4: [Type short description of objective here]				
Activities	**Time Frame**	**Staff**	**Deliverables**	**Results/Outcomes**
•	[Begin - End Dates]	[Enter names of staff working on project],		

Benefits to and Responsibilities of the State: [Type brief benefits to and responsbilities of State here.]

Benefits to and Responsibilities of the University: [Type brief benefits to and responsbilities of University here.]

Budgeted amount for this project: [Type total reimbursable costs.]
Funding sources: [If this project has a federal or other funding source or restrictions, list its origins here]
CFDA#: [If applicable]

E. Budget Pages

These should include the following information:

- A budget sheet with the personnel name, their role/title, the FTE % and their salaries
- Calculation of the Fringe benefits
- A list of the other direct costs for the project
- Calculation of the total expenses, Indirect costs, total project costs, Cost sharing Adjustment, Net project costs and STACAP costs.
- A narrative listing the justification of each line item on the budget and the cost associated with it.
- Costs broken down by objective, project or billing area to assist in invoicing problems.

See sample budget page below.

Budget Page Sample

This is an example of a budget page. Personnel lines have been limited for brevity. Please add as many lines as necessary.

The direct costs are as needed. The list includes as many different examples as I could find. Please use those that are applicable to the specific agreement.

Object code	Account code	Personnel Name	Role	FTE	Salaries
		Full Time Personnel			
		Fringe Benefits	**40.8% of the salaries**		
		Part time Personnel			
		Fringe Benefits	**8.4% of the salaries**		
		Total Personnel			Sum of above
		Other Direct Costs	**If Applicable**		
		Non-University Services			
		Contracted Personal Services (Consultant)			
		Honoraria			
		Non-Employee Travel			
		Subcontract < $25,000.00			
		Subcontract > $25,000.00			
		Membership Dues and Fees			
		Conference & Registration Fees			
		Postage and Delivery Services			
		Delivery Service (e.g. FedEx, UPS)			
		Advertising			
		Printing and Copying Services			
		Rentals and Lease			
		Publications			
		Supplies and Materials			
		Computer Supplies			
		Interdepartmental Services			
		In State Travel			
		Out of State Travel			

		Equipment Unit Cost <$5000.00			
		Computer Equipment <$5000.00			
		Furnishings <$5000.00			
		Computer Software <$5000.00			
		Equipment Unit Cost >=$5000.00			
		Computer Equipment >=$5000.00			
		Telephone & Telecommunications			
		Fax			
		LAN Fees			
		Data Services			
		Web Server Fees			
		Library			
		Academic Grants			
		Meals- Non travel			
		Stipends for Trainers			
		Participant Support Costs			
		Training Institute			
		Quarterly Meetings			
		Textbooks for Trainers			
		Total Direct Costs			Sum of above
		Total Expenses	Personnel and Direct Costs		
		Indirect costs	Total expenses X Indirect rate		
		Total Project Costs	Total Expenses + Indirect Costs		
		Cost Sharing Adjustment	Total Expenses X Cost sharing Rate		
		Net Project costs	Project costs - Cost Sharing		
		STACAP	Net Project Cost X 2.9%		

If Consultant Fee is over $3000.00, please list by Name and explain on the Budget Justification Sheet.

Identify the Consultant by method (Inhouse, subcontract, etc.) on the Budget Justification Sheet

If a Single Direct Cost items is over $5000.00 please explain on the Budget Justification Sheet.

- STACAP

PLEASE NOTE: The Revisor's Office CAN NOT perform research for or provide legal

advice or interpretation of Maine law. If you need legal assistance, please contact a qualified attorney.

§1877-A. Powers and duties of commissioner

The commissioner has the authority and duties provided in this section. For purposes of this section, "commissioner" means the Commissioner of Administrative and Financial Services. [1991, c. 780, Pt. Y, §82 (new).]

1. Report to the Legislature. The commissioner shall report to the joint standing committee of the Legislature having jurisdiction over appropriations and financial affairs at the beginning of the first regular session of each Legislature with respect to: [2005, c. 12, Pt. SS, §6 (amd).]

A. [2005, c. 12, Pt. SS, §6 (rp).]

B. [2005, c. 12, Pt. SS, §6 (rp).]

C. The degree to which personnel needs of state agencies are being met; [1999, c. 668, §7 (amd).]

D. Any problems that exist with respect to current policies and procedures as they relate to the personnel needs of state agencies. This portion of the report must also include the evaluation of the Civil Service Policy Review Board with respect to the issue of this paragraph; and [1997, c. 618, §1 (amd).]

E. All temporary and contracted positions within each agency and bureau of State Government. This information must include the duration and turnover of each position; the separate costs of each position for wages, benefits, contract fees and administration costs; and the position title or function. The costs associated with preparing this report must be absorbed utilizing existing department resources. [1997, c. 618, §2 (new).]

2. Asbestos abatement. The commissioner shall authorize the expenditure of funds for the abatement of asbestos-related hazards in buildings used by the courts of the State. [1991, c. 780, Pt. Y, §82 (new).]

3. Indoor air quality and ventilation improvements. The commissioner shall develop priorities for improving indoor air quality and ventilation in preparing budget requests for the repair and capital improvement of state buildings. [1991, c. 780, Pt. Y, §82 (new).]

4. State cost allocation program. The state cost allocation program must annually identify the kind and cost of central services furnished to each state agency from General Fund appropriations. The non-General Fund portion of each agency must be assessed for these services as determined by the state cost allocation program procedures to the extent that payments are not expressly prohibited by state or federal law or by the terms of a gift or donation made to the State from private sources. These payments must be credited to the General Fund as undedicated revenue. The state cost allocation program may provide for the separate assessment of certain statewide single audit costs to federally funded programs. The commissioner, or the commissioner's designee, may adjust this assessment to any individual account. [2005, c. 12, Pt. T, §11 (new).]

Non-General Fund resources that contribute to funding costs related to general departmentwide functions, such as accounting, personnel administration, maintenance of property records and general purchasing, that have been made available to an account by legislative action may be consolidated into one or more administrative accounts, unless such a consolidation is expressly prohibited by state or federal law. All resources and costs affected by such a consolidation must be properly identified and included in the budget process in accordance with chapter 149. When the Legislature is not in session and upon recommendation of the State Budget Officer, the Governor may approve necessary adjustments to these consolidations for a period not to extend beyond the end of the current fiscal year. The Director of the Office of Fiscal and Program Review must be notified of any such action. The unencumbered balance of each administrative account established pursuant to this section must be carried forward at the end of each fiscal year, and the budgeted transfers to the administrative account for the ensuing fiscal year must be proportionally reduced by the amount of that carried balance. [2005, c. 12, Pt. T, §11 (new).]

FY 2007 STACAP Rate chart by program area.

FISC YR	Alpha Unit #	AGENCY	APPROP_ORG_NM	STACAP RATE
2006	144B	10A	ADDITIONAL SUPPORT FOR PERSONS	4.025%

2006	144	10A	AIDS LODGING HOUSE	4.025%
2006	148	10A	BUREAU OF CHILD AND FAMILY SER	2.886%
2006	144R	10A	BUREAU OF CHILD AND FAMILY SER	4.025%
2006	144B	10A	BUREAU OF FAMILY INDEPENDENCE	4.025%
2006	144R	10A	BUREAU OF FAMILY INDEPENDENCE	4.025%
2006	144D	10A	BUREAU OF MEDICAL SERVICES	4.025%
2006	148	10A	CHARITABLE INSTITUTIONS - AID	2.886%
2006	148	10A	CHILD CARE FOOD PROGRAM	2.886%
2006	148	10A	CHILD CARE SERVICES	2.886%
2006	148	10A	CHILD WELFARE SERVICES	2.886%
2006	144A	10A	COMMUNITY FAMILY PLANNING	4.025%
2006	148	10A	COMMUNITY SERVICES BLOCK GRANT	2.886%
2006	182	10A	COMMUNITY SERVICES CENTER	0.713%
2006	149	10A	CONGREGATE HOUSING	0.809%
2006	144A	10A	DENTAL DISEASE PREVENTION	4.025%
2006	144Z	10A	DISABILITY DETERMINATION - DIV	4.025%
2006	560	10A	DRINKING WATER ENFORCEMENT	0.965%
2006	149	10A	ELDER AND ADULT SERVICES - BUR	0.809%
2006	144B	10A	FHM - BFI - CENTRAL	4.025%
2006	144A	10A	FHM - BUREAU OF HEALTH	4.025%
2006	144D	10A	FHM - BUREAU OF MEDICAL SERVIC	4.025%
2006	144D	10A	FHM - DONATED DENTAL	4.025%
2006	144D	10A	FHM - DRUGS FOR THE ELDERLY AN	4.025%
2006	148	10A	FHM - HEAD START	2.886%
2006	144D	10A	FHM - MEDICAL CARE	4.025%
2006	148	10A	FHM - PURCHASED SOCIAL SERVICE	2.886%
2006	182	10A	FHM - SERVICE CENTER	0.713%
2006	144B	10A	FOSTER CARE	4.025%
2006	144B	10A	GENERAL ASSISTANCE - REIMBURSE	4.025%
2006	148	10A	HEAD START	2.886%
2006	144A	10A	HEALTH - BUREAU OF	4.025%
2006	144A	10A	HUMAN LEUKOCYTE ANTIGEN SCREEN	4.025%
2006	144A	10A	HYPERTENSION CONTROL	4.025%
2006	148	10A	LONG TERM CARE - HUMAN SVS	2.886%
2006	144D	10A	LOW-COST DRUGS TO MAINE'S ELDE	4.025%
2006	144D	10A	MAINE RX PLUS PROGRAM	4.025%
2006	144D	10A	MAINE RX PROGRAM	4.025%
2006	144E	10A	MAINE WATER WELL DRILLING PROG	4.025%
2006	144F	10A	MATERNAL & CHILD HEALTH	4.025%
2006	144	10A	MATERNAL AND CHILD HEALTH BLOC	4.025%
2006	144D	10A	MEDICAL CARE - PAYMENTS TO PRO	4.025%
2006	144D	10A	NURSING FACILITIES	4.025%
2006	144M	10A	OFFICE OF MANAGEMENT AND BUDGE	4.025%
2006	144R	10A	OMB OPERATIONS-REGIONAL	4.025%
2006	144E	10A	PLUMBING - CONTROL OVER	4.025%
2006	148	10A	PURCHASED SOCIAL SERVICES	2.886%
2006	144A	10A	RAPE CRISIS CONTROL	4.025%
2006	144A	10A	RISK REDUCTION	4.025%
2006	144A	10A	SEXUALLY TRANSMITTED DISEASES	4.025%
2006	144A	10A	SPECIAL CHILDREN'S SERVICES	4.025%

2006	148	10A	STATE BOARDING HOMES	2.886%
2006	144B	10A	STATE SUPPLEMENT TO FEDERAL SU	4.025%
2006	144B	10A	TEMPORARY ASSISTANCE FOR NEEDY	4.025%
2006	144M	10A	TRAINING PROGRAMS & EMPLOYEE A	4.025%
2006	144A	10A	TUBERCULOSIS CONTROL PROGRAM	4.025%
2006	148	10A	YOUTH IN NEED OF SERVICES PILO	2.886%
2006	191D	14A	DEVELOPMENTAL DISABILITIES COU	9.833%
2006	197	14A	MEDICAID SERVICES - MENTAL RET	1.745%
2006	472	14A	MENTAL HEALTH SERVICES - CHILD	1.376%
2006	472	14A	MENTAL HEALTH SERVICES - CHILD	1.376%
2006	193	14A	MENTAL HEALTH SERVICES - COMMU	0.918%
2006	193	14A	MENTAL HEALTH SERVICES - COMMU	0.918%
2006	197	14A	MENTAL RETARDATION SERVICES -	1.745%
2006	197	14A	MENTAL RETARDATION WAIVER-MAIN	1.745%
2006	207	14A	OFFICE OF ADVOCACY - BDS	0.708%
2006	191	14A	OFFICE OF MANAGEMENT AND BUDGE	9.833%
2006	193	14A	PNMI TAX	0.918%
2006	191	14A	REGIONAL OPERATIONS	9.833%
2006	191	14A	RESIDENTIAL TREATMENT FACILITI	9.833%
2006	118	14G	DRIVER EDUCATION & EVALUATION	8.052%
2006	118	14G	FHM - SUBSTANCE ABUSE	8.052%
2006	118	14G	OFFICE OF SUBSTANCE ABUSE	8.052%
2006	118	14G	OFFICE OF SUBSTANCE ABUSE - ME	8.052%

V. Information Technology Requirements

The following is a list of the basic development environments that can be currently supported by the Department:

1. Oracle
2. BEA Weblogic
3. Java
4. J2ee
5. ASP.NET
6. Microsoft OS
7. HP/SUN UNIX
8. Powerbuilder

Any agreement that has an IT component included in it will be reviewed by the Office of Information Technology for compatibility, and acceptance.

VI. Current List of Agreements

	Name of Agreement	Agreement #				Encumbrance #	Start Date	End Date	Amount
1	Choices CEO	CA	MC	06	201	10A 305131	1/1/2005	12/21/2008	$350,000.00
2	Alzheimer's Demonstration Grant	CA	ES	06	202	10A 105079	7/1/2005	6/30/2006	$258,486.00
3	Quality Choices/Resource Network	CA	AD	06	203	10A 304331	10/1/2005	9/30/2006	$221,787.00
4	Independence and Choice Program Development	CA	AD	06	206	10A G104251A	10/1/2003	9/30/2006	$415,580.00
5	MaineCare	CA	MC	06	207		11/1/2005	10/31/2006	$1,975,086.00
6	State Substance Abuse Prevention	CA	SA	06	208	14G 605420	3/1/2005	2/28/2006	$49,999.00
7	SA Regional Prevention Centers	CA	SA	06	210	10A 805155	7/1/2005	6/30/2006	$324,562.00
8	Eval of OSA Drug	CA	SA	06	211	14G 905067	6/1/2005	11/30/2005	$9,999.00
9	Transforming Maine's Systems	CA	AD	06	213		10/1/2005	9/30/2010	$167,273.00
10	Critical Access Hospital Nursing Forums	CA	DC	06	214	10A 1105108	10/30/2005	8/31/2006	$20,000.00
11	Dirigo Pilot Program	CA	AD	06	250		9/1/2005	8/31/2006	$399,998.00
12	Child Welfare Training Institute	CA	CF	06	301	10A 705353	7/1/2005	6/30/2006	$3,221,333.00
13	Anne Casey	CA	CF	06	302	10A 403024	7/1/2004	12/31/2005	$424,663.00
14	CWTI Field Instructions	CA	CF	06	303	10A 705350	7/1/2005	6/30/2006	$275,366.00
15	BDS - Center for Learning	CA	AD	06	304	14A 204208L	7/1/2005	6/30/2006	$2,283,110.00
16	Youth Suicide Prevention Project	CA	DC	06	305	10A 605415	7/1/2005	6/30/2006	$55,576.00
17	Physical Activity and Nutrition Capacity Building	CA	DC	06	306	10A 805139	7/1/2005	6/30/2006	$194,521.00
18	BDS-Continuing Education	CA	AD	06	307	14A 206108	7/1/2005	6/30/2006	$135,606.00
19	Child Care Evaluation and Policy Research	CA	CF	06	308	10A G605141	4/1/2005	6/30/2006	$70,254.00
20	DHHSTI	CA	AD	06	313		10/1/2005	9/30/2006	$2,555,399.00
21	Maine Child Care Research	CA	CF	06	314	10A 103352	11/1/2003	10/31/2006	$350,896.00
22	Substance Abuse Prevention Epidemiology	CA	SA	06	316	14G 105140A	7/1/2005	6/30/2006	$118,074.00
23	Community Services	CA	CF	06	318	10A 705354	7/1/2005	6/30/2006	$444,847.00
24	CIAT Technical Assistance	CA	AD	06	319	10A 804225	7/1/2004	7/31/2006	$70,068.00
25	Youth Development Initiative	CA	CF	06	320	10A 1004337	10/1/2005	9/30/2006	$440,282.00
26	Emergency Preparedness	CA	DC	06	321	10A 903450	9/1/2004	6/30/2006	$117,647.00
27	Child Abuse and Neglect Network	CA	CF	06	322	10A 1005225	10/1/2005	9/30/2006	$157,426.00

28	Adoptions Created Through Relationships	CA	CF	06	324	10A G104250A	10/1/2005	9/30/2006	$350,000.00
29	Comprehensive Cancer Project	CA	DC	06	326	10A 905395	10/1/2005	6/30/2006	$7,500.00
30	Licesning Training	CA	AD	06	331	10A 1005149	9/1/2005	8/31/2006	$145,701.00
31	Integrated Core Injury Prevention	CA	DC	06	333	10A 1005096	10/1/2005	7/31/2006	$80,754.00
32	Maine Nutrition Network	CA	DC	06	351	10A 1005108	10/1/2005	9/30/2006	$2,868,500.00
33	HIV Prevention and Evaluation Project	CA	DC	06	380	10A G105078	1/1/2005	12/31/2006	$191,499.00
34	Infant/Toddlers Institute	CA	CF	06	408	10AG505095	7/1/2005	6/30/2006	$110,000.00
35	After School Network	CA	CF	06	409	10A 805035	10/1/2005	9/30/2006	$60,000.00
36	Maine Health Research Institute	CA	MC	06	412	10A 605417	7/1/2005	6/30/2006	$549,139.76
37	Biobehavioral Informatics	CA	DC	06	501	10A 1004297	11/1/2003	10/31/2005	$0.00
38	Maine Youth Suicide Prevention	CA	DC	06	503	10A 206035	11/1/2005	9/30/2006	$79,533.00
39	Youth Violence Prevention (Peace Studies)	CA	DC	06	505	10A 505468	7/1/2005	6/30/2007	$60,744.00
40	Maine Employment Curriculum	CA	MH	06	506	14A 905223	7/1/2005	6/30/2006	$91,111.00
41	Child Care Plus ME	CA	CF	06	508	10A 1005226	10/1/2005	9/30/2006	$497,880.00
42	Nutrition Education Project	CA	IA	06	509	10A G205191	10/1/2005	9/30/2006	$1,012,724.00
43	Regional Prevention Center	CA	SA	06	510	14G G505336	4/1/2005	3/31/2007	$423,900.00
44	Youth Violence Prevention	CA	CF	06	511	10A 503223	7/1/2003	6/30/2005	$111,488.00
45	Adversaries to Allies	CA	DC	06	512	10A 206027	12/1/2005	6/30/2006	$24,500.00
46	Epidemiology Capacity Building	CA	DC	06	601	10A 1005112	7/1/2005	6/30/2006	$387,909.00
47	Building Infectious Disease	CA	DC	06	602	10A 1205066	10/1/2005	6/30/2006	$351,273.00
48	Youth Violence Prevention	CA	DC	06	603	10A 505469	7/1/2005	6/30/2007	$142,333.00
49	Behavioral Health Science Institute	CA	AD	06	732	14A 905224	7/1/2005	6/30/2006	$425,000.00

VII. Report Organization List

Accounts Payable Invoice Processing Chart

Rept Orgs (10A)	Office	Public Service Manager	Senior Staff Accountant
1000-1071	OMB	Mark Toulouse	N/A
1076	IAS	Aimee Carlton	Lisa Thibodeau
1080-1118	OMB	Mark Toulouse	N/A
1120 & 1126	Employee Training Programs	Charles Bryant	Kimberly Kick
1150-1190	CDC	Charles Bryant	Donna Wheeler
1300's	Regional Operations	Mark Toulouse	N/A
1400-2078 & 2080	CDC	Charles Bryant	Donna Wheeler
2086	OMS	Colin Lindley	Suzanne Hammer
2087-2088	Med Care Provider Payments	Colin Lindley	Suzanne Hammer
2090-2183	CDC	Charles Bryant	Donna Wheeler
2200	Med Care Provider Payments	Colin Lindley	Suzanne Hammer
2201-2230	CDC	Charles Bryant	Donna Wheeler
2240, 2247, 2248	Med Care Provider Payments	Colin Lindley	Suzanne Hammer
2241 & 2242	CDC	Charles Bryant	Donna Wheeler
2300-2647 Except HETL	CDC	Charles Bryant	Donna Wheeler
2300-2647 HETL	CDC	Charles Bryant	Donna Wheeler
2651	Med Care Provider Payments	Colin Lindley	Suzanne Hammer
2676-2835	CDC	Charles Bryant	Donna Wheeler
2880	OMS	Colin Lindley	Suzanne Hammer
2905-2970	CDC	Charles Bryant	Donna Wheeler
3009-3991	OMS/Nurs Fac/Drugs4Elderly	Colin Lindley	Suzanne Hammer
4000's	IAS(Regional & Central)	Aimee Carlton	Lisa Thibodeau
5000-5625	CFS – Central	Charles Bryant	Kimberly Kick
5629-5649	Child Care Food Prg.	Aimee Carlton	Lisa Thibodeau
5650-5999	CFS	Charles Bryant	Kimberly Kick
6000-7999	OES	Colin Lindley	Cheryl Libby
7300	Disability Determin Services	Charles Bryant	Donna Wheeler
8000-8905	CFS	Charles Bryant	Kimberly Kick
8025 & 8744	Child Care Food Prg.	Aimee Carlton	Lisa Thibodeau
9000's & 9255	FHM Service Center	Charles Bryant	Kimberly Kick
9100-9200 except 9255	CDC	Charles Bryant	Donna Wheeler
9500-9600's	FHM/CDC	Charles Bryant	Kimberly Kick
9770	CDC	Charles Bryant	Donna Wheeler
9700's	FHM Social Services	Charles Bryant	Kimberly Kick
9800's & 9921	Medical Care	Colin Lindley	Suzanne Hammer
9900's except 9921	CDC	Charles Bryant	Donna Wheeler
14A	All Programs	Aimee Carlton	Joy Swift
14B	Riverview Psychiatric Ctr		
14C	Dorothea Dix Psychiatric Ctr		
14D	Freeport Towne Square	Aimee Carlton	Joy Swift
14E	Elizabeth Levinson Ctr		
14F	Aroostook Residential Ctr	N/A - Closed / Inactive	N/A - Closed / Inactive
14G	OSA	Aimee Carlton	Joy Swift
90E	Board of Water System Operators	Charles Bryant	Donna Wheeler

VIII. Regulatory Citations

A. Memorandum of Understanding 9/12/89
B. Federal Circular A-21
http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html

- Federal Circular A-87
  http://www.whitehouse.gov/omb/circulars/a087/a87_2004.pdf
- Federal Circular A-110
  http://www.whitehouse.gov/omb/circulars/a110/a110.html
- Federal Circular A-122
  http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html

F. Federal Circular A-133
http://www.whitehouse.gov/omb/circulars/a133/a133.html