

Encumbrance #:	20090930*2166
DHHS Agreement #:	CFS-10-2005RA
Vendor/Customer #:	VC1000090217

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
Agreement to Purchase Services

THIS AGREEMENT, made this 19th day of October, 2009, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and The Next Step mailing address PO Box 1466, Ellsworth, ME 04605, physical address 3 Main St., Machias, ME 04654 and 735 Bangor Rd, Ellsworth ME 04605, hereinafter called "Provider", for the period of 10/1/09 to 9/30/10.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement.

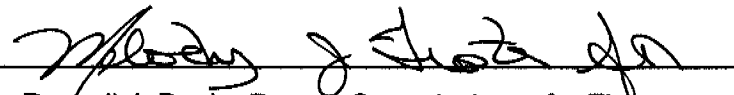
The following Riders and Attachments are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Rider B Exceptions
- Rider D - Additional Requirements
- Rider E - Program Requirements
- Rider F - Budget; F-1 Agreement Settlement Form; F-2 Agreement Compliance Form
- Rider G - Identification of Country In Which Contracted Work Will Be Performed
- Rider I - Assurance of Compliance

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

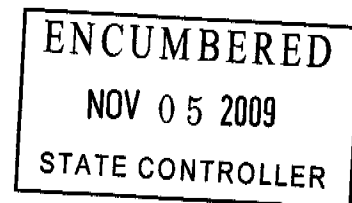
IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

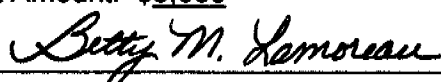
By: 
 Russell J. Begin, Deputy Commissioner for Finance

And

THE NEXT STEP
 By: 
 Laurie Fogelman, Executive Director



Total Agreement Amount: \$5,000

Approved:  **NOV 05 2009**
 Chair, State Purchases Review Committee

**STATE OF MAINE
STANDARD AGREEMENT COVER PAGE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

DEPARTMENT OF HEALTH & HUMAN SERVICES

PROVIDER SUMMARY PAGE

**Community Agency/Program
Name:**

The Next Step Domestic Violence Project

TTY:

Executive Director:

Laurie Fogelman

Telephone #:

667-0176

Fax #: 667-8033

Address:

PO Box 1466, Ellsworth 04605

E-mail address:

lfogelman@nextstepdvproject.org

**Agreement Contact
Person:**

same

Telephone #:

255-4934

Fax #: 255-4243

Address:

PO Box 303, Machias 04664

E-mail address:

Fiscal Contact Person:

same

Telephone #:

Fax #:

Address:

E-mail address:

Other Contact Information:

List all locations where client services are provided and include the contact person, telephone number, and hours of service.

Service	Service Site	Contact Person	Telephone #	Hours of Service	License Type and Capacity
All	Ellsworth	Kelly Brown	667-0176	8-5pm M-F	
All	Machias	Michelle Potter	255-4934	8-5pm M-F	
All	Calais	Michelle Potter	565-0432	9-4pm Thur	

STATE OF MAINE HEALTH AND HUMAN SERVICES ALLOCATION SUMMARY	AGENCY NAME:		The Next Step	
	PROGRAM NAME:			
	AGREEMENT START DATE		October 1, 2009	
	AGREEMENT END DATE		September 30, 2010	
	AGREEMENT NUMBER DHHS		CFS-10-2005RA	

% of Net Reimbursable Expenses (From Rider F, Budget Form 7, Section E)	Method of Payment	Cost Shared	Fee for Service	Unit Cost	Line Item Expense	Other
	Vendor Payment	X				
%	Reimbursement					

SOURCE OF FUNDS CFDA	SPSS	SSBG2	SSBG	VOCARA	PHHSBG	SVPE	AGREEMENT TOTAL
A. State Funds		0	0				
B. Federal Funds	+	0		5,000			5,000
C. Local Share Match	+	0	0	1,000	0	0	1,000
D. Total CSC Funds	=			6,000			6,000
E. Local Share Match	-	0	0	1,000	0	0	1,000
F. CSC Cash Reimbursable Amount	=			5,000			5,000
G. Other Program Revenue							
H. Total Program Revenue							5,000

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of Crime Victims/Domestic Violence Assault services. The level of funding and service descriptions are detailed in Section III Service Specifications and Performance Guidelines.

II. GENERAL REQUIREMENTS

- A. **Reporting.** The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted. The Provider must send a written request to the Agreement Administrator for approval to submit reports after the agreement due date. The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Department in accordance with 34-B M.R.S.A. §1207 and in accordance with Section 6 of Rider B of this Agreement.

The Provider shall submit financial and performance reports in accordance with the specifications of the Department, according to the following schedule:

- 1) The total amount of recovery funds received from that agency;
- 2) The amount of recovery funds received that were expended or obligated to projects or activities; and
- 3) A detailed list of all projects or activities for which recovery funds were expended or obligated, including—
 - the name of the project or activity;
 - a description of the project or activity;
 - an evaluation of the completion status of the project or activity;
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment

Quarterly Financial and Programmatic Reporting Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 1 business day of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements. Under this Recovery Act program, quarterly financial and programmatic reporting will be required, and will be **due within 1 business day after the end of each calendar quarter**, starting October, 2009. Reports shall be submitted electronically to both the program Specialist Melissa Read [Melissa.Read@maine.gov] and the Agreement Administrator at [Linda.M.Nadeau@maine.gov].

Failure to provide reports may result in the loss of Federal Recovery funding;

therefore, extensions will not be granted.

Program and Financial Reports

Due Date

YEAR ONE

10/01/2009 – 12/31/2009
01/01/2010 – 03/31/2010
04/01/2010 – 06/30/2010
07/01/2010 – 09/30/2010
Agreement Close-Out Report

01/02/2010
04/01/2010
07/01/2010
10/01/2010
10/01/2010

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

A. Description of Services

The Next Step will utilize VOCA stimulus funds ***over a one-year period*** to improve agency infrastructure.

A.1. Description of Services

Standard Definition:

Crisis response and related assistance for victims of domestic violence and their dependents in order to prevent future violent incidents and promote self-sufficiency, and efforts to prevent incidents of domestic violence in Maine.

A.2. Target Groups

Victims of domestic violence, including physical and emotional abuse, and their children.

A.3. Service Definitions--Indicate applicable services being provided under this agreement

Individual Advocacy and Crisis Response Services

One-to-one assistance to victims of domestic violence and concerned others, accessed through a 24-hour hotline or in person, for the purpose of helping individuals at risk from domestic abuse as well as others in crisis to increase their safety, maximize their capability to act on their own behalf and to have a greater sense of power over their lives.

Service Area 1: Individual Advocacy and Crisis Response	
Those marked [X] are Mandatory; Check any additional Optional ones.	
☐	Mandatory
☐	1. 24-hour hotline services (7 days/week; 52 weeks/year)
☐	2. In-person support services
☐	3. Emotional Support
☐	4. Information on the dynamics of domestic violence
☐	5. Information on law enforcement, legal and available community support services
☐	6. Crisis call-backs/follow-up to victim's initial contact
☐	7. Assistance in completing application for Crime Victims Compensation Program
☐	8. Safety Planning (short- and long-term)
☐	9. Referral to emergency svcs/resources inc sexual assault and other specialized agencies as

	appropriate
	Upon Client Request
	10. Referral, advocacy, and follow-up with law enforcement
	11. Referral, advocacy and follow-up with community resources on behalf of individual client
	12. Intervention with employers, educational institutions, and other entities
	13. Information and referral to services for abusers
	14. Transportation assistance

Client: Anyone who seeks Individual Advocacy/Crisis Response Services

Unit of Measure: Client Hour, which consists of direct service time only, are counted in 0.25 hours and are reported in total units of service provided. Brief contact hours are counted in 0.25 hours and reported in the total client hours. Direct service hours with or on behalf of the victim or concerned other. A "client" is anyone who seeks individual advocacy/crisis response services. This includes adults and children.

Brief Contact: A brief call (less than 15 minutes) in which the caller may not be identified. The purpose of a brief contact is usually to disseminate information as opposed to giving emotional support or doing safety planning.

Court Advocacy Services

Service Area 2: Court Advocacy Services Those marked [X] are Mandatory; Check any additional Optional ones.	
	Mandatory
	1. Emotional support at court during proceedings
	2. Assistance completing and filing protection from abuse and harassment orders
	3. Educating women about the court process
	4. Accompaniment to court proceedings
	5. Advocacy on behalf of an individual client with the legal system
	6. Pro Se divorce and other family law assistance
	Other (Specify)

Unit of Measure: Client Hour. Direct service hours with or on behalf of the victim or concerned Other. A "client" is anyone who seeks individual advocacy/crisis response services. This includes adults and children.

Reporting: Client hours are collected in 1/4-hour increments compiled and reported in whole hours. For reporting and agreement budgeting purposes, individual advocacy/crisis response services and support group services provided to clients who are also emergency shelter residents are considered part of the emergency shelter services provided and reported in bed days (see "Emergency Shelter Services" definition).

Emergency Shelter Services

Time-limited emergency shelter and support services for victims of domestic violence and their children. Services are provided in an agency-operated shelter that provides services to victims and their children for a limited time period. Services are provided in a cooperative living arrangement where shelter residents share duties and responsibilities with minimal supervision by the agency. Residents may participate in activities that are available to help maximize their capability to act on their own behalf and to have a greater sense of power over their lives.

Emergency shelter services may also be provided in safe homes, which are private homes of trained volunteers. If emergency shelter is not available or appropriate in an agency-operated

shelter or safe home, shelter may be arranged through a motel or through a cooperative agreement with other emergency shelter programs both in or out of the State of Maine. Activities include the following:

Service Area 3: Emergency Shelter Those marked [X] are Mandatory; Check any additional Optional ones.	
	Mandatory
	1. Room
	2. Food and/or assistance with securing food stamps or public assistance
	3. Emotional support
	4. Information on the dynamics of domestic violence
	5. Empowerment and self-actualization modeled activities
	6. Information about law enforcement; legal, and available community support services
	7. Referral to emergency services
	8. In-person support services
	9. Support group services for adult victims
	10. Crisis support services for children and youth
	Upon Client Request
	11. Referral, advocacy, and follow-up with law enforcement
	12. Referral, advocacy, and follow-up with community resources on behalf of individual client
	13. Advocacy with employers, educational institutions, and other entities

Unit of Measure: Bed Day - Any amount of any service provided in an Agency-operated shelter or safe home up to 24 hours on any calendar day, counting the day of admission but not the day of discharge. Motel stays arranged through agencies will also be counted as a bed day.

Reporting: Bed days are reported Monthly Family Crisis Service Report for all clients receiving emergency shelter services in agency-operated shelters, safe homes and agency-arranged motel stays. Individual advocacy/crisis response and support group services provided to clients who are also emergency shelter residents are considered part of the emergency shelter services provided, reported and budgeted in bed days. However, for informational purposes, client hours of individual advocacy/crisis response services and support group services provided to emergency shelter clients are detailed under the emergency shelter clients section of the Monthly Family Crisis Services Report.

Support Group Services

A purposeful interaction between a group of 2 or more adult/adolescent/child victims of domestic violence and concerned others AND one or more trained agency staff/volunteers who act as group facilitators. Support groups meet on a recurring basis for the purpose of helping individuals in crisis to maximize their capability to act on their own behalf and to have a greater sense of power over their lives. Groups may be open either to different members each session or closed to membership for the duration. Activities include the following:

Service Area 4: Support Groups Those marked [X] are Mandatory; Check any additional Optional ones.	
	Mandatory
	1. Emotional support
	2. Information on law enforcement, legal, and available community support services
	3. Information and Education on the dynamics of domestic violence

	4. Empowerment and self-actualization modeled activities
	5. Assisting with access to child care while the parent attends a support group

Unit of Measure: Client Hour- Number of hours the group meets per client.

Reporting: Client hours are collected in 1/4-hour increments, compiled and reported to the in whole hours on the Monthly Family Crisis Service Report. For reporting purposes, support group services provided to clients who are also emergency shelter residents are considered part of the emergency shelter services provided and reported in bed days (see "Emergency Shelter Services" definition).

Community Education/Community Response Services

Efforts focused on preventing domestic violence; ameliorating the effects of such violence and changing societal attitudes and behaviors in relation to domestic violence through such activities as information dissemination, education, training, advocacy for changes in the various systems and collaboration/monitoring of the community's response to domestic violence. These efforts are directed at increasing community awareness and understanding about the prevalence and impact of domestic violence and the roles that individuals, communities and institutions can play in intervention and prevention efforts.

Community education/community response activities are facilitated by an agency staff member/volunteer who meets with or provides education and prevention programs to groups of all ages and/or professional disciplines or social service systems.

Service Area 5: Community Education / Community Response Those marked [X] are Mandatory; Check any additional Optional ones.	
	Mandatory
	1. Community Education/Community Response
	1.a. General community outreach activities targeting adults such as presentations and trainings to community groups and individuals as well as a spectrum of professional disciplines and social service systems
	1.b. Volunteer training facilitation
	1.c. Disseminating information on Domestic Violence (posters, brochures, etc.)
	1.d. Consultation with other third parties about domestic violence issues
	1.e. Working with local, regional, statewide, and national domestic violence committees
	2. Youth-Focused Prevention Work
	2.a Presentations to schools ☐ Elementary ☐ Middle ☐ Secondary
	2.b. Youth educators (training, supervision, program development, focus groups, etc.)
	2.c. Presentations to youth and children's organizations and venues (teen shelters, teen centers, teen outreach, youth groups, scouts)
	2.d. Educational system (about students, schools, and other educational communities)

Unit of Measure: Number of presentations, participants and staff hours.

Reporting: A semi-annual report of the Community Education/Community Response and Youth-Focused Prevention Work activities shall be provided. The report must separate Community Education/Community Response from Youth-Focused Prevention Work. Youth-focused Prevention audiences should be categorized as either Elementary, Middle or Secondary school.

The report must include the following information on **each** presentation (a) the number of participants, (b) target audience, (c) presentation topic/theme; and (d) the number of staff/volunteer hours (travel, prep time, and presentation time should be delineated separately)

The report should calculate the total number of presentations in each category (ie. Community Education and Youth-focused Prevention) as well as the total number of participants and staff hours.

Transitional Housing Services

A residential program lasting up to two years that provides unique and specialized services that are critical to helping residents attain and maintain stable lives and quality living. The Transitional Housing program provides a safe haven for the residents to reorganize their lives, create a network of positive social relationships, and establish a more secure economic base. The purpose of supportive services is to enhance the ability of residents to attain economic independence and emotional autonomy. Individualized Self-Sufficiency Planning is a key aspect of this service and includes of the following components:

Service Area 6: Transitional Housing Services	
Those marked [X] are Mandatory; Check any additional Optional ones.	
☐	Mandatory
☐	A. Individualized Self-Sufficiency Planning (Joint Effort)
☐	B. Safety Planning (Short- and Long-Term)
☐	C. Life Planning
☐	1. Initial Plan
☐	2. Monthly Review
☐	3. Self-Assessments
☐	4. Plan Updates
☐	5. Independent Living
☐	6. Follow-up
☐	

Unit of Measure: Client hour and staff hour (Monthly report only—NA for quarterly report)

Reporting: Transitional housing units are reported to MCEDV on the Monthly Family Crisis Service Report. Client numbers and hours are collected in the same manner as Individual Advocacy and Support Group data. Staff hours are reported based on of time-specific transitional housing planning activities such as property management, collecting and moving furniture, coordinating volunteer help, etc.

In addition, the following information is reported to MCEDV on the quarterly Transitional Housing Participant and Program Information form: number of persons referred to the program; reasons for non-admission to the program; persons receiving services identified by age, gender, and single with/without children; and links to supportive services

B. Performance Criteria

For each goal indicator briefly describe:

- Strategies - specific, measurable action statements of outcome
- Performance measure(s) - quantitative results

Goal 1: Client safety

Indicators: (a) Increased Safety
 (b) Improved Self-Sufficiency

Goal 1: Client safety

Indicator: (a) Increased Safety

1. *Measure:* Safety Plans

Strategies:

A) Provide assistance to clients who request help in the safety planning process in order to create a personalized safety plan.

B) Document client participation in making a safety plan in the client file, call sheet or intake form.

Definition of Safety Planning: The safety planning process is one in which individuals who have experienced domestic violence, or appropriate individuals concerned on their behalf, will receive: emotional support; information about the dynamics of domestic violence relating to their individual experiences; assistance in identifying and choosing options for creating safety from their abuser that fit in their particular situation; and advocacy in accessing and maintaining resources necessary to implement their self-identified safety plan.

Access to Safety Planning Services: The safety planning/implementation process is available to the public, free of charge, through a number of programs including: Individual Advocacy and Crisis Response Services, Court Advocacy Services, Emergency Shelter and/or Safe Home Services, Support Groups Services, Community Education/Community Response Services, and Transitional Housing Services.

Performance Measures: Clients will have participated in making a safety plan. Collect data on number and percent of clients with documented safety plans by tracking the following:

- a) number of face-to-face contacts,
- b) number of telephone calls,
- c) number of advocacy hours,
- d) number of unduplicated clients

Baseline(s): 90% of unduplicated clients will have safety plans in place after contact with domestic violence program as evidenced by a random sample of relevant agency records reviewed each reporting time period.

Source: Review of agency records

Reporting Time Period: Semi-Annually/Year to date

Goal 1: Client safety

Indicators: (a) Increased Safety

2. Measure: Assistance in accessing safe housing

Strategies:

A) As part of safety planning process assess individual's need for safe housing

B) If individual identifies need for safe housing - explore options and include safe housing component to individual's safety plan. Such safe housing options include staying with a relative or friend, accessing emergency shelter, safe home and/or short-term emergency accommodations at a local motel paid by the domestic violence program – contingent on available funds - if space in shelter is currently unavailable but is expected to become available within 72 hours or if the domestic violence program shelter is determined not to be an appropriate placement. If no safe housing option is available locally that fits the client's safety planning needs, the domestic violence program may make appropriate referrals to a variety of local, state and national resources and assist the individual in accessing alternative resources.

Performance Measures: The number of individuals needing and receiving emergency shelter and number of bed days.

Baseline(s): 100% of adult clients (who request help) receive assistance and/or referral for appropriate safe housing.

Source: Agency records reported to Maine Housing Authority.

Reporting Time Period: Semi-Annually/Year to date

Goal 1: Client safety

Indicator: (a) Increased Safety

3. Measure: Increase Knowledge and Ability to Enhance Safety

Strategies: Disseminate a questionnaire to randomly selected sample base of clients who receive face-to-face individual advocacy services, and emergency shelter or safe home services and/or participate in a community-based support group.

Performance Measures: As a result of contact with the domestic violence program, clients will have:

- A) strategies for enhancing their safety;
- B) knowledge of available community resources.

Baseline: 65% of randomly selected clients who respond to the questionnaire after receiving face-to-face individual advocacy, emergency shelter or safe home services and/or participate in a community-based support group will indicate they have strategies for enhancing their safety and knowledge of available community resources as a result of contact with the domestic violence program.

Source: Questionnaire distributed to a randomly selected client sample base of clients who received face-to-face individual advocacy services, shelter/safe home services, and community-based support group.

Reporting Time Period: Semi-Annually/Year to date

Goal 1: Client safety

Indicator: (b) Improved Self-Sufficiency

1. Measure: Client self-sufficiency plans

Strategies:

- A) Provide assistance to clients receiving Transitional Housing Services (for up to 24-months) in creating and implementing a self-sufficiency plan
- B) Document client's self-sufficiency plan in the client's file

Definition of Self-Sufficiency Plan: A self-sufficiency plan provides a road map whereby individuals can identify and create a network of positive social relationships thus decreasing isolation and establish a more secure economic base such as employment, education, and permanent housing that fosters self-sufficiency.

Performance Measures: Clients receiving transitional housing services will have individualized self-sufficiency plans as evidenced by client files.

Baseline(s): 90% of unduplicated clients will have a self-sufficiency plan in place after contact with domestic violence program as evidenced by a random sample of relevant agency records reviewed each reporting time period.

Source: Review of agency records

Reporting Time Period: Semi-Annually/Year to date

Goal 2: The people of Maine will respond to the victims of domestic violence and dating violence in a consistent and helpful way.

Indicator: Increased Knowledge of Domestic Violence and Dating Violence

Measure: Community attitude toward domestic violence and dating violence

Strategies: Conduct community and youth-focused education presentations, training, workshops and other events designed to increase understanding of the dynamics of domestic violence and dating violence through the dissemination of information that may include the definition of domestic violence and dating violence, and its prevalence in the community and the State of Maine as well as call to action to engage in a coordinated community response.

Performance Measures: Individuals attending presentations, trainings, workshops and other events will report increased knowledge about domestic violence and dating violence as evidenced by responses to post survey/evaluation. The total number of participants and number self reporting increased knowledge will be tracked.

Baseline(s): 65% of individuals attending (agency) trainings, workshops, and/or presentations that complete a post survey/evaluation form will report increased knowledge regarding domestic violence and dating violence and the role individuals, communities and institutions can play in intervention and prevention efforts.

Source: Post survey/evaluation form distributed to participants.

Reporting Time Period: Semi-annually/Year to date

C. Amount of Service to be Provided:

1. Service Name: INDIVIDUAL ADVOCACY/CRISIS RESPONSE

Unit of Measurement: Client Hour - direct service with or on behalf of the victim or significant other

Indicate the projected number of client hours of individual Advocacy/Crisis Response services to provided to the projected number (unduplicated for the agreement year) of adult and child victims of domestic violence.

	<u>Number of Client Hours to Be Provided</u>	<u>Number of Individuals to be Provided</u>
Women:	2,000	600
Men:	50	20

Children: (under 18)	60	10
Totals:	2,110	630

2. Service Name: EMERGENCY SHELTER

Unit of Measurement: Bed Night

Indicate the number of projected number of bed nights to be provided in each category:

	<u>Shelter</u>	<u>Safe Home</u>	<u>Motel/Other</u>
Women:	350	5	10
Men:	0	1	1
Children:	200	2	5
Totals:	550	8	16

3. Service Name: SUPPORT GROUPS

Unit of Measurement: Client Hour

Indicate the projected number of support group client hours as well as the number of groups and their locations:

To provide the following projected number of client hours of Support Group services and the numbers of groups and their locations:

Group Name	Number of Groups	Client Hours	Location
Shelter	1	30	Shelter
Machias Outreach	1	50	Machias office
Ellsworth Outreach	1	100	Ellsworth office

To provide support groups services to a projected 25 adult and child victims of domestic violence.

4. Service Name: COMMUNITY EDUCATION/COMMUNITY RESPONSE

Unit of Measurement: CRP is divided between school-based work and all other community education. **SCHOOL-BASED CRP** consists of presentations made to students in a school or under the aegis of a school, as well as work with the educational system. **YOUTH FOCUSED PREVENTION WORK** consists of school-based presentations; youth educators; other youth and children venues and communication within the educational system. **COMMUNITY EDUCATION** is separated into nine categories, based on the audience or community sector. CRP work is counted in 0.25 hours and reported to MCEDV as the following: general CRP time; Prep time; travel time; presentation time.

Indicate number of total projected direct service staff/volunteer hours. The breakdown on the CRP software includes preparation, travel time to be provided. The school based and youth-focused prevention work categories are reported separately from CRP.

CATEGORY	PROJECTED HOURS
General Community	600
MCEDV	350
Faith Communities	10
Legal System	300
Healthcare	20
Social Services	400
Business/employers	350
BIP monitoring/supervision	20
ASPIRE/TANF	50
Other	100
TOTAL	2,200

5. **Service Name:** TRANSITIONAL HOUSING

Unit of Measurement: Client Hour

Indicate number of projected clients and service hours to be provided for each category:

	<u>Number</u>	<u>Hours</u>
Women:	5	150
Men:	0	0
Children:	8	50
Totals:	13	200

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

1. **AGREEMENT AMOUNT** \$5,000

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The Department shall pay the Provider 12 monthly payments; the total amount of the payments will not exceed the agreement amount. Payments may be adjusted on a quarterly basis, based upon the level of expenditures as reported on the quarterly financial reports as indicated in Rider A.

Payments may be delayed or reduced when:

- A. The provider has not submitted required program and fiscal reports.
- B. There is an under expenditure of budgeted funds or under delivery of services amounting to 10% or more of the total agreement for 3 consecutive months.
- C. Services have been provided to ineligible recipients.
- D. An audit finding shows that the provider holds an overpayment from a prior contract.
- E. Other circumstances where, in the judgment of the Agreement Administrator, delay or reduction of payment is appropriate.

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

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

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

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

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

Name: Linda M. Nadeau
Title: Agreement Administrator

Address: Division of Purchased Services, 11 SHS, Augusta, ME 04333

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

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

Name and Title:	Melissa Read
Address:	SHS #11, 2 Anthony Ave., Augusta, ME 04333
Telephone:	207-624-7943
E-mail Address:	melissa.read@maine.gov

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

8. **SUBCONTRACTING AND ASSIGNMENT**. The Provider shall not assign or otherwise transfer or dispose of its right, title and interest in this Agreement without the express written consent of the Department. The Provider shall not subcontract, or make a sub-grant for, all or any portion of the work to be performed under this Agreement without the express written consent of the Department. The consent of the Department to any assignment or subcontract or sub-grant shall not relieve the Provider of its responsibility for performance of the work. The Provider shall include in any subcontract or sub-grant the terms of this Agreement set forth in Sections 1 to 36.

9. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

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

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

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

h. The Provider shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to providers of Federal financial assistance.

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

11. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this

Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. **RECORD RETENTION AND INSPECTION** The Provider shall retain during the term of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies ("MAAP") rules all records, in whatever form, that directly pertain to, and involve the work to be performed under this Agreement. The Provider shall permit the Department or any authorized representative of the State of Maine, and the United State Controller General or his representative or the appropriate inspector general appointed under Section 3or 8G of the Inspector General Act of 1998 or his representative (a) to examine such records; and (b) to interview any officer or employee of the Provider or any of its subcontractors or sub-grantees regarding the work performed under this Agreement. The Provider shall furnish copies of such records upon request. The Provider shall include in any subcontract or sub-grant the provisions of this Section 14.

14. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

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

becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

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

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

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

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

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

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

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

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

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

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

27. **WHISTLEBLOWER PROTECTIONS**

a. Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal providers of American Recovery and Reinvestment Act (ARRA) funds, including the State of Maine, and all contractors and grantees of the State of Maine, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Provider must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

b. This term must be included in all subcontracts or sub-grants involving the use of funds made available under the ARRA.

The State of Maine is committed to ensuring that American Recovery and Reinvestment Act funds are used for authorized purposes without fraud, waste, error, or abuse. Any individual with direct knowledge that Recovery Funds are being misused, whether by fraud, waste, error, and/or abuse in the application and utilization of these funds, should report their observations to the ARRA Fraud Hotline at **1-866-224-3033** or by email to ARRA.Hotline@Maine.gov.

28. **WAGE REQUIREMENTS** All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606). The Secretary of Labor's determination regarding the prevailing wages applicable in Maine is available at <http://www.gpo.gov/davisbacon/me.html>.

29. **REPORTING REQUIREMENT** Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of Division A, Title XV of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Provider supply the State with the necessary information to submit these reports to the federal government in a timely manner. The Provider shall report no less than quarterly. Additionally the Provider should be prepared to report more frequently at the State's request. The Provider's failure to provide complete, accurate and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

30. **AVAILABILITY OF FUNDING** The Provider acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 will not be continued with state financed appropriations once the temporary federal funds are expended.

31. **FALSE CLAIMS ACT** The Provider shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

32. **CONFLICTING REQUIREMENTS** If the ARRA requirements conflict with State of Maine requirements, then ARRA requirements control.

33. **COMPETITIVE FIXED PRICE CONTRACTS** The Provider, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with Recovery Act funds as fixed-price contracts through the use of competitive procedures.

34. **SEGREGATION OF FUNDS** The Provider shall segregate obligations and expenditures of Recover Act funds from other funding. No part of funds made available under the American

Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

35. **JOB POSTING** The Provider will post any jobs that it creates or seeks to fill as a result of this agreement. Providers will post to Maine Career Centers (<http://www.mainecareercenter.com>) not withstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this contract must indicate the position is funded with ARRA funds.

36. **BUY AMERICAN REQUIREMENT** – The provider acknowledges and agrees that:

- a. The Buy American provision in Section 1605 of Division A, Title XVI of the ARRA requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a “public building or public work funded in whole or in part by funds made available under the ARRA be “produced in the United States,” unless this requirement is waived by the appropriate federal agency.
- b. Iron and steel are “produced in the United States” if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be “produced in the United States.” Manufactured goods are “produced in the United States” if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).
- c. The Buy American requirement may be waived by federal agencies in the following circumstances only: (1) application of the Buy American requirement would be inconsistent with the public interest; (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. As used in this Section, “steel” means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. “Public building or public work” means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions).

37. **RECOVERY ACT LOGO** The Provider is receiving funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Any product or service resulting from this award shall display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained at the following website:
<http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>

38. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver

shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider D

Additional Requirements

1. AUDIT. Funds provided under this Agreement to community agencies for social services are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP-III), Federal OMB Circular A-110, and may further be subject to audit by authorized representatives of the Federal Government, according to the Agreement Settlement Form (pro forma) contained in Rider F, if applicable. This provision does not apply to contracts that provide only MaineCare seed funds.

Please see <http://www.maine.gov/sos/cec/rules/10/chaps10.htm> for details on this requirement.

2. REPORTING SUSPECTED ABUSE OR NEGLECT. The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 12.

3. CONFIDENTIALITY. The provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated hereunder.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver in form acceptable to the Department a Business Associate agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. The Department shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the Department or fails to adhere to the terms of the BA Agreement.

4. LOBBYING. No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the Department with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form available at:

<http://www.whitehouse.gov/omb/grants/#forms>.

5. DRUG-FREE WORKPLACE. By signing this agreement, the Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. DEBARMENT AND SUSPENSION. By signing this agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

7. ENVIRONMENT TOBACCO SMOKE. By signing this agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

8. MEDICARE AND MAINECARE ANTI-KICKBACK. By signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b (b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.

9. PUBLICATIONS. When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Provider agrees to clearly acknowledge the participation of the Department of Health and Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

10. MOTOR VEHICLE CHECK. The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

11. OWNERSHIP. All notebooks, plans, working papers, or other work produced in the performance of this Agreement that are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department.

12. SOFTWARE OWNERSHIP. Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

13. EXCEPTIONS TO OMB CIRCULARS FOR NON-FEDERALLY-FUNDED ACTIVITIES.

(a) Travel. The reimbursement rate for mileage charged to DHHS funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A).

(b) Any other exceptions to OMB Circular A-122 are allowable only with prior written approval from the Department and must be offset against identified unrestricted non-Federal revenue.

14. MAINECARE REGULATIONS. Providers who receive MaineCare funds will assure that their programmatic and financial management policies and procedures are in accordance with applicable MaineCare regulations and that their staff members are familiar with the requirements of the applicable MaineCare service they are providing. Providers will ensure that they are in compliance with the applicable MaineCare regulation prior to billing for the service.

15. REVENUE MAXIMIZATION. The Provider shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance as may be available to reduce the need for funds from the Department. Contract funds may not be used to pay for services that are reimbursable by other third party sources, such as private health insurance and MaineCare, under any circumstances. It is the Provider's obligation to seek and obtain reimbursement from other third party sources for any reimbursable services provided to covered individuals.

16. BACKGROUND CHECKS. The Provider agrees to conduct background checks on all prospective employees, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this contract. Background checks on persons professionally licensed by the State of Maine will include a confirmation that the licensee is in good standing with the appropriate licensing board or entity. The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this contract if that person has a record of:

- (a) any criminal conviction that involves client abuse, neglect or exploitation;
- (b) any criminal conviction in connection to intentional or knowing conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;
- (c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or
- (d) any other criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years. Employment of persons with records of such convictions more than two years ago is a matter within the Provider's discretion after consideration of the individual's criminal record in relation to the nature of the position.

The Provider shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective employee of the Provider, it is the Provider's responsibility to decide what hiring action to take in response to that substantiation, while acting in accordance with licensing standards.

Providers are not required to obtain records from child protective services for employees who (a) do not provide services to children, and (b) work in settings where there is on-site supervision at all times.

17. 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.

- (a) Sub-agreements.
 - i. All sub-agreements must contain the assurances enumerated in Sections 10, 11, and 12 of Rider B and Sections 4, 5, 6, 7 of Rider D;
 - ii. All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.
- (b) 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.

(c) **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.

18. RENEWALS. This Agreement may be renewed at the discretion of the Department.

19. NO RULE OF CONSTRUCTION. The parties acknowledge that this Agreement was initially prepared by the Department solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.

20. CONFLICT OF INTEREST. The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants that in the performance of this Agreement, no person having any such known interests shall be employed. (See also Rider B, #11 and #12.)

RIDER E

1. PROGRAM REQUIREMENTS:

- All agreement Crime Victims Assistance Grant funds and corresponding state/local matching funds will be used only to provide direct services to victims.
- The Provider agrees that the duties of the Victim Advocate funded through this Agreement specifically not include the investigation of crimes.
- The Provider will furnish local match (cash or in-kind) equal to 20% of the total cost of the Victim of Crime ACT (VOCA) funded program/services.
- **Provider agrees to comply with all VOCA regulations as outlined at:**
<http://www.ojp.usdoj.gov/ovc/welcovc/scad/guides/vaguide.htm>.

Local matching funds of \$1,000 are comprised of the following income source(s). *(List specific source and amount from Rider F, Budget Form 1)*

Income Line #	Income Source	Check if Cash	Check if In-kind	Amount
23	Program fees - rent	x		\$1,000

All funds designated as local matching funds are restricted to the same allowable expenses as the VOCA funds.

The specific expenses to be paid with the **VOCA** local share matching funds are:

Expense Line #	Description of Expense	Check if Cash	Check if In-kind	Amount
1	Personnel – attorney position	X		\$1,000

- No fees will be charged to victims for services provided in this agreement.
- The Provider agrees to provide assistance to all victims in applying for Crime Victim compensation and restitution benefits.
- The State Crime Victims Assistance Administrator for this agreement **waives** the Crime Victims Assistance Grant requirement on the use of volunteers.

The Provider agrees that when any staff in its employ under this agreement has reasonable cause to suspect that a child or an adult has been or is likely to be abused or neglected, the Provider shall cause a report to be made to the Department of Health & Human Services pursuant to 22 MRSA §§ 3477 and 4011.

2. INCOME OR OTHER ELIGIBILITY:

There are no income eligibility requirements for this service. All clients are eligible without regard to income.

3. SETTLEMENT TERMS:

Settlement of the contract shall be accomplished in accordance with policies contained in the Purchase of Service Policy Manual and the following settlement terms and method:

Cost Shared

Method of Accounting: (check one) ☐ Cash ☒ Accrual

4. **Termination of Work Performance.** The Provider shall report any anticipated closing of the Provider's operations at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstances, to the Agreement Administrator and Program Coordinator. This written communication shall be specific and include, but not limited to, the date of expected closure, description of any and all programs affected, number of clients projected to be impacted, plans for addressing needs of the clients affected, and the name and contact information of the person(s) responsible for the care of clients affected and their records. The Provider shall assist the client and the client's community support worker in obtaining services from another provider.

In addition, the Provider shall report to the Program Coordinator all major programming and structural changes in programs funded, seeded, or licensed by DHHS within the time frame noted above. Any changes that add, alter or eliminate existing services must be negotiated and approved by the Program Coordinator prior to implementation. Major program changes include, but are not limited to, the following: (1) the addition of new services or deletion of existing services; (2) serving a population not served by the agency previously; (3) significant increases or decreases in service capacity as defined by the governing body; (4) significant changes in the organizational structure as defined by the governing body; (5) changes in the executive director or name or ownership of the agency; or 6) relocation of services. For MaineCare funded services, the Provider shall give due process notification as required by MaineCare regulations, Chapter 1 of the MaineCare Benefits Manual.

Scholarship Requirements

Cell phones, blackberries, or any other electronic devices turned off during class sessions. Keep all devices in silent mode and return messages on scheduled breaks;

No side conversations during presentations;

Arrive on time for presentations; [i.e. arriving on time in morning, returning from breaks on time, etc];

Participants must attend the entire program from start to finish; no exceptions. If a participant does not complete the entire course; 1) no certificate or CEU's will be awarded; 2) no reimbursement will be issued for tuition, lodging, meals, or transportation and 3) the scholarship will be revoked, and all expenses will be paid by the participant or the employer;

[If there is an emergency the participant must notify faculty, who may approve or deny an absence]

All travel requests must be completed and signed within thirty days of conference

STATE OF MAINE HEALTH AND HUMAN SERVICES REVENUE SUMMARY		AGENCY NAME: PROGRAM NAME: AGREEMENT START DATE: AGREEMENT END DATE: AGREEMENT # DHHS:		Next Step same 10/1/09 9/30/10 CFS-10-2005RA		
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1	REVENUE SOURCES	TOTAL PROGRAMS (this agreement)	SERVICE: PROGRAM:	SERVICE: Individual Advocacy PROGRAM:	SERVICE: PROGRAM:	SERVICE: PROGRAM:
2						
3	AGREEMENT FEDERAL REVENUE					
4	FEDERAL DHHS AGREEMENT FUNDS					
5	ARRA funds	5,000		5,000		
6	AGREEMENT STATE REVENUE					
7	STATE DHHS AGREEMENT FUNDS-FHM					
8	STATE DHHS AGREEMENT FUNDS-GF					
9						
10	UNRESTRICTED COUNTY/MUNICIPAL REVENUE					
11						
12	PRIVATE CLIENT FEES					
13						
14						
15	UNRESTRICTED REVENUE (Not for specific use by Donor or funds committed to budget by Agency)					
16						
17						
18	TOTAL COST SHARED REVENUE	5,000	0	5,000	0	0
19						
20						
21	MAINECARE					
22	IN-KIND					
23	PROGRAM FEES -rent	1,000		1,000		
24						
25						
26						
27						
28						
29						
30						
31						
32						
33	TOTAL NON COST SHARED REVENUE	1,000	0	1,000	0	0
34						
35	TOTAL REVENUE (Lines 28 + 33)	6,000	0	6,000	0	0
36						
37	TOTAL AGENCY-WIDE REVENUE	805,541				

* If adding rows, please make sure cells containing formulas are copied into rows added

STATE OF MAINE HEALTH AND HUMAN SERVICES EXPENSE SUMMARY		AGENCY NAME:		Next Step		
		PROGRAM NAME:		same		
		AGREEMENT START DATE:		10/1/2009		
		AGREEMENT END DATE:		9/30/2010		
		AGREEMENT # DHHS:		CFS-10-2005RA		
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1		TOTAL PROGRAMS (this agreement)	SERVICE:	SERVICE:- Individual	SERVICE:	SERVICE:
2			PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
3	PERSONNEL EXPENSES					
4	SALARIES/WAGES					
5	FRINGE BENEFITS					
6	IN-KIND					
7	TOTAL PERSONNEL EXPENSES	0	0	0	0	0
8	EQUIPMENT PURCHASES					
9	SUB RECIPIENT AWARDS					
10	ALL OTHER EXPENSES					
11	OCCUPANCY - DEPRECIATION					
12	OCCUPANCY - INTEREST					
13	OCCUPANCY - RENT					
14	UTILITIES/HEAT					
15	TELEPHONE					
16	MAINTENANCE/MINOR REPAIRS					
17	BONDING/INSURANCE					
18	EQUIPMENT RENTAL/LEASE					
19	MATERIALS/SUPPLIES					
20	DEPRECIATION (Non-occupancy)					
21	FOOD					
22	CLIENT-RELATED TRAVEL					
23	OTHER TRAVEL					
24	CONSULTANTS - DIRECT SERVICE					
25	CONSULTANTS - OTHER					
26	INDEPENDENT PUBLIC ACCOUNTANTS					
27	TECHNOLOGY SERVICES/SOFTWARE					
28	IN-KIND					
29	MISCELLANEOUS					
30	INDIRECT ALLOCATED- G&A					
31	TOTAL ALL OTHER (Lines 11 through 30)	0	0	0	0	0
32	TOTAL EXPENSES (Lines 7, 8, 9, 31)	6,000	0	6,000	0	0
33	TOTAL AGENCY-WIDE EXPENSES	805,541				

STATE OF MAINE HEALTH AND HUMAN SERVICES IN-KIND RESOURCE DONATION	AGENCY NAME:		Next Step
	PROGRAM NAME:		same
	AGREEMENT START DATE:		10/1/2009
	AGREEMENT END DATE:		9/30/2010
	AGREEMENT # DHHS:		CFS-10-2005RA

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	

Shall be used as matching funds for (check applicable):	
☐ FVPG	☐ SSBG/SPSS/CCSF ☐ CVAP

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	

Shall be used as matching funds for (check applicable):	
☐ FVPG	☐ SSBG/SPSS/CCSF ☐ CVAP

\$	Of In-Kind (describe):
Shall be furnished by:	
Explanation (how was value determined):	

Shall be used as matching funds for (check applicable):	
☐ FVPG	☐ SSBG/SPSS/CCSF ☐ CVAP

STATE OF MAINE HEALTH AND HUMAN SERVICES		AGENCY NAME:		Next Step	
PERSONNEL EXPENSES		PROGRAM NAME:		same	
		AGREEMENT START DATE:		10/1/2009	
		AGREEMENT END DATE:		9/30/2010	
		AGREEMENT # DHHS:		CFS-10-2005RA	

LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
PERSONNEL EXPENSES						
(Direct Costs Only, use form 4a for staff in Allocated Indirect Cost)						
	POSITION TITLE	CREDENTIAL (eg. MHRT II, LCSW)	AVG. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL # ANNUAL HOURS SPENT ON PROGRAM	TOTAL PROGRAM SALARY FOR AGREEMENT PERIOD
1	Direct Care/Clinical Staff:					
2	Attorney-Rock Doyle		23.06	47,964		6,000
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14	Total FTE					
15	Administrative Staff (non Indirect Allocated)					
16						
17						
18						
19						
20	Total FTE					
21	TOTAL					

COLUMN 7	COLUMN 8
TOTAL FRINGE BENEFITS	SUMMARY
22 TYPE OF BENEFIT (SPECIFY)	ITEM
23 FICA TAX	% SALARY
24 UNEMPLOYMENT INSURANCE	0.00%
25 WORKERS' COMPENSATION	0.00%
26 HEALTH/DENTAL	0.00%
27 PENSION	0.00%
28 OTHER	0.00%
29 TOTAL FRINGE BENEFITS	0
	TOTAL (same as Form 2, line 7, for each Program)
	6,000
	Remarks:

COLUMN 9	COLUMN 10	COLUMN 11	COLUMN 12
31 CONSULTANTS- DIRECT SERVICE	Consultant Name	Credential	Hourly Rate
32 Service			Total Cost
33			0
34			0
35			0
36 TOTAL			0

STATE OF MAINE		AGENCY NAME:		Next Step	
HEALTH AND		PROGRAM NAME:		same	
HUMAN SERVICES		AGREEMENT START DATE:		10/1/2009	
		AGREEMENT END DATE:		9/30/2010	
INDIRECT ALLOCATION (G&A) SUMMARY		AGREEMENT # DHHS:		CFS-10-2005RA	
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	
1	CATEGORY OF EXPENSE	TOTAL AGENCY G&A BUDGET	G&A ALLOCATED TO AGREEMENT PROGRAMS	G&A ALLOCATED TO OTHER PROGRAMS	
2	TOTAL PERSONNEL EXPENSE				0
3	EQUIPMENT PURCHASES				0
4	ALL OTHER				0
5	TOTAL AGENCY INDIRECT	0	0		0
6	PERCENT	#DIV/0!	#DIV/0!		#DIV/0!
7	NARRATIVE EXPLANATION: Describe basis of allocation used to allocate general and administrative expenses to individual programs, including base units used, e.g., program expenditures, personnel, square footage etc. If multiple bases are used, for different items, please describe each.				

	STATE OF MAINE		AGENCY NAME:	Next Step	
	HEALTH AND HUMAN SERVICES		PROGRAM NAME:	same	
			AGREEMENT START DATE:	10/1/2009	
			AGREEMENT END DATE:	9/30/2010	
	INDIRECT PERSONNEL SUMMARY		AGREEMENT # DHHS:	CFS-10-2005RA	
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	
	PERSONNEL EXPENSES				
	(Indirect Allocated Costs Only- General and Administrative Staff)				
	POSITION TITLE	AVE. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL SALARY ALLOCATED TO TOTAL AGREEMENT	
1	Indirect Allocated (G&A) Staff:				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21	TOTAL		0	0	
	COLUMN 5		COLUMN 6		
	TOTAL FRINGE BENEFITS		SUMMARY		
22	TYPE OF BENEFIT (SPECIFY)	% SALARY	EXPENSE	ITEM	
23	FICA TAX			TOTAL SALARY	0
24	UNEMPLOYMENT INSURANCE			TOTAL FRINGE	0
25	WORKERS' COMPENSATION				
26	HEALTH/DENTAL			TOTAL	0
27	PENSION			Remarks:	
28	OTHER				
29	TOTAL FRINGE BENEFITS	0.00%	0		

STATE OF MAINE HEALTH AND HUMAN SERVICES EXPENSE DETAILS	AGENCY NAME:	Next Step
	PROGRAM NAME:	same
	AGREEMENT START DATE:	10/1/2009
	AGREEMENT END DATE:	9/30/2010
	AGREEMENT # DHHS:	CFS-10-2005RA

COLUMN 1		COLUMN 2		COLUMN 3	
NAME OF LINE ITEM	AMOUNT (from Form 2)	DETAIL			
EQUIPMENT PURCHASES	0				
SUB-RECIPIENT AWARDS	0				
OCCUPANCY - DEPRECIATION	0				
OCCUPANCY - INTEREST	0				
OCCUPANCY - RENT	0				
UTILITIES/HEAT	0				
TELEPHONE	0				
MAINTENANCE/MINOR REPAIRS	0				
BONDING/INSURANCE	0				
EQUIPMENT RENTAL/LEASE	0				
MATERIALS/SUPPLIES	0				
DEPRECIATION (Non-occupancy)	0				
FOOD	0				
CLIENT-RELATED TRAVEL	0				
OTHER TRAVEL	0				
CONSULTANTS - OTHER	0				
INDEPENDENT PUBLIC ACCOUNTANTS	0				
TECHNOLOGY SERVICES/SOFTWARE	0				
MISCELLANEOUS	0				

RIDER F-1
AGREEMENT SETTLEMENT FORM (ASF)
PRO-FORMA - BUDGET

(see instructions and MAAP page 10-11)

Community Agency:	The Next Step
Fiscal Year End:	9/30
Funding Department:	DHHS
Agreement # DHHS:	CFS-10-2005RA
Agreement Period:	10/1/09-9/30/10
Agreement Amount:	5,000.00
Program/Service:	Domestic Violence

Part I -- AGREEMENT TOTALS

		<u>REVENUE</u>	<u>EXPENSE</u>	<u>BALANCE</u>
1.)	PER AGREEMENT BUDGET	6,000.00	6,000.00	0.00
<u>AGREEMENT ADJUSTMENTS</u>				
2.)	Match	1,000.00	1,000.00	0.00
3.)				0.00
4.)				0.00
5.)				0.00
6.)				0.00
7.)				0.00
8.)				0.00
9.)	TOTAL ADJUSTMENTS	1,000.00	1,000.00	0.00
10.)	TOTALS AVAILABLE FOR COST SHARING	5,000.00	5,000.00	0.00

Part II -- AGREEMENT COST SHARING

		<u>% OF BUDGET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>BALANCE</u>
11.)	Agreement # (state funds)				0.00
12.)	Agreement # (federal funds)	100%	5,000.00	5,000.00	0.00
13.)	All Other				0.00
14.)	TOTALS	100%	5,000.00	5,000.00	0.00

Notes to Adjustments:

RIDER F-2 AGREEMENT COMPLIANCE FORM

This section identifies compliance requirements that must be considered in audits of agreements between the Department and a Community Agency. Below is a summary of required compliance tests as well as sections within the agreement award relevant to such testing. Failure to comply with any of these areas could lead to material deficiencies.

 x Review the **Federal** compliance requirements specific to the following CFDA identifiers:

CFDA # 16.801 CFDA # CFDA #

OMB A-133 Compliance Supplement located at www.whitehouse.gov/omb/circulars/a133_compliance/08/08toc.html

and review all the State compliance requirements listed below that apply to Federal Funds.

 x Review the **State** compliance requirements in applicable areas specified below:

 x 1.) **INTERNAL CONTROL**

 x 2.) **STANDARD ADMINISTRATIVE PRACTICES**

 A. OMB A-110/Common Rule

 B. Department Additions

General

Pre-award Requirements

Financial and Program Mangement

Property Standards

Procurement Standards

Reports and Records

Termination and Enforcement

After the Award Requirements

Standards for Bonding
Program Budget

 x 3.) **ACTIVITIES ALLOWED OR UNALLOWED**

 Rider A Section III

 x 4.) **ALLOWABLE COSTS/COST PRINCIPLES**

 x OMB A-122 OMB A-87

 OMB A-21

 x 5.) **CASH MANAGEMENT**

 6.) **ELIGIBILITY**

 Rider E

 7.) **EQUIPMENT AND REAL PROPERTY MANAGEMENT**

 x 8.) **MATCHING, LEVEL OF EFFORT, EARMARKING**

 x 9.) **PERIOD OF AVAILABILITY OF FUNDS**

 10.) **PROCUREMENT AND SUSPENSION AND DEBARMENT**

 Rider D Section 6

 x 11.) **PROGRAM INCOME**

 x 12.) **REPORTING**

 Rider A Section II

 13.) **SUBRECIPIENT MONITORING**

 Rider D Section 17

 14.) **SPECIAL TESTS AND PROVISIONS**

 x 15.) **AGREEMENT SETTLEMENT:**
(Check all that are applicable)

COST SHARING
FEE FOR SERVICE
UNIT COST
LINE ITEM EXPENSE
OTHER (specify):

 x

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

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



United States. Please identify state: Maine



Other. Please identify country: _____

Notification of Changes to the Information

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

MAINE STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLES VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, THE CODE OF FAIR PRACTICES AND AFFIRMATIVE ACTION AND STATE OF MAINE EXECUTIVE ORDER 17/FY 04/05.

The Provider/Contractor provides this assurance in consideration of and for the purpose of obtaining Federal/State grants, loans, contracts, property, discounts or other Federal/State financial assistance from the U.S./State Departments of Health and Human Services.

By signing this contract, Rider I Assurance of Compliance is by agreement fully incorporated into the contract.

THE PROVIDER/CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Titles VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Service (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States, shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department. Specifically, providers of client services shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are limited English proficient (LEP); determine the primary language of applicants/clients and/or family members, and ensure that bi-lingual workers or qualified interpreters will be provided at no cost to the applicant/client.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department. Specifically, providers shall develop clear, written communication plans, provide and document training in order to ensure that staff can communicate meaningfully with applicants/clients and/or family members who are deaf, hard or hearing, late deafened, speech impaired and/or nonverbal. The Provider will provide visible or tactile alarms for safety and privacy, telecommunications device for the deaf (TTY), amplified phone or fax machine, and train staff in the use of adaptive equipment. The Provider shall obtain the services of a qualified, licensed sign language interpreter or other adaptive service such as CART or C-Print at no expense to the applicant/client or family member.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of /or be otherwise subjected to discrimination under any education program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.

5. The Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 781 et. seq., to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the Provider/Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age physical or mental disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Provider/Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Provider/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
- C. The Provider/Contractor will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider/Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Provider/Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

6. State of Maine Executive Order 17 FY 04/05 which provides that all contractors entering into contracts for services to be provided to or on behalf of the State of Maine not discriminate against any employee or applicant for employment because of that employee's or applicant's sexual orientation. Solicitations or advertisements for employment by the contractor or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to sexual orientation. Contractor will notify each labor union or workers' representative of the contractor's obligations under State of Maine Executive Order 17 FY 04/05 and post such notice in conspicuous places available to employees and applicants for employment. The contractor will cause the requirement of State of Maine Executive Order 17 FY 04/05 to be inserted in all contracts for work covered by a State contract for services such that the requirements will be binding on any and all subcontractors. The Provider further stipulates that services will be provided in a culturally sensitive and age appropriate manner.

The Provider/Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal/State financial assistance, and that it is binding upon the Provider/Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Provider/Contractor also agrees that the Department may withhold financial assistance to any recipient found to be in violation of the Maine Human Rights Act, 5 M.R.S.A. § 4551 *et. seq.* or the Federal Civil Rights Act, 42 U.S.C. § 1981 *et. seq.* in accordance with 5 M.R.S.A. § 783. If any real property or structure thereon is provided or improved with the aid of Federal/State financial assistance extended to the Provider/Contractor by the Department, this assurance shall obligate the Provider/Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal/State financial assistance is extended or for another purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance shall obligate the Provider/Contractor for the period during which it retains ownership or possession of the property. The Provider/Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of the assurance.

* Technical assistance and information relating to the requirements associated with sections 1 through 5 can be found at U.S. Health and Human Services Website: www.hhs.gov/ocr/pregrant/indexpg.html. Technical assistance and information regarding section 1 can also be found at the U.S. Equal Employment Opportunity Commission website: www.eeoc.gov. Technical assistance and information relating to the requirements associated with section 6 can be found at www.state.me.us/mhrc/laws.htm. For technical assistance and information relating to section 6 above, please refer to [www.jan.wvu.edu/links/adalinks.html](http://jan.wvu.edu/links/adalinks.html). Information relating to section 6 can be found at <http://janus.state.me.us/legis/statutes/search.asp>.

STATE OF MAINE
DIVISION OF PURCHASE

2009 NOV -4 A 8:06