

STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 1st day of January, 2008, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and MAINE MEDICAL CENTER, DEPARTMENT OF VOCATIONAL SERVICES, mailing address 22 BRAMHALL STREET, PORTLAND, ME 04102, physical address 22 BRAMHALL STREET, PORTLAND, ME 04102, hereinafter called "Provider", for the period of 1/01/2008 to 6/30/2008.

The Vendor Customer Number of the Provider is VC1000057865.

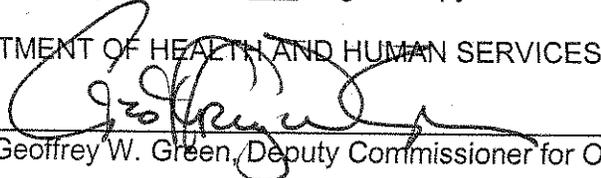
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to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

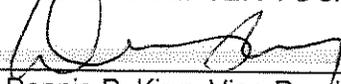
WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

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

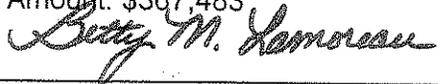
DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: 
Geoffrey W. Green, Deputy Commissioner for Operations and Support
And

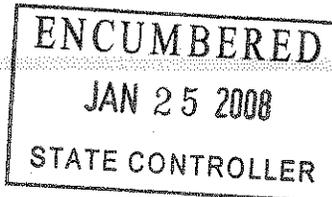
MAINE MEDICAL CENTER VOCATIONAL SERVICES

By: 
Dennis P. King, Vice President, MMCBHN

Total Agreement Amount: \$367,483

Approved: 
Chair, State Purchases Review Committee

JAN 25 2008





**STATE OF MAINE
DEPARTMENT OF HEALTH & HUMAN SERVICES**

PROVIDER SUMMARY PAGE

Community Agency/Program Name: Maine Medical Center
Department of Vocational Services

TTY: 207-662-4900

Executive Director: Richard Balser

Telephone #: 207-662-2088 **Fax #:** 207-662-6260

Address: 22 Bramhall Street Portland, ME 04102

E-mail address: balserr@mmc.org

Agreement Contact Person: Jennifer Kimble

Telephone #: 207-662-4895 **Fax #:** 207-662-4064

Address: 22 Bramhall Street Portland, ME 04102

E-mail address: kimblj@mmc.org

Fiscal Contact Person: Joseph Winschel

Telephone #: 207-662-4490 **Fax #:** 207-662-6314

Address: 22 Bramhall Street Portland, ME 04102

E-mail address: winsci@mmc.org

Clinical Director: Christine McKenzie

Telephone #: 207-662-6048 **Fax #:** 207-662-4064

Address: 22 Bramhall Street Portland, ME 04102

E-mail address: mkench@mmc.org

IT Services Contact: Julie Wooden

Telephone #: 207-662-2409 **Fax #:** 207-662-6501

Address: 22 Bramhall Street Portland, ME 04102

E-mail address: woodej@mmc.org

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
Supported Employment	CSN 1 - 2	Project Coordinator	TBD	TBD	TBD
Supported Employment	CSN 3 - 7	Project Coordinator	TBD	TBD	TBD

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of Adult Mental Health services. The levels of funding and service descriptions are detailed in Section III Service Specifications and Performance Guidelines.

II. GENERAL REQUIREMENTS

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

Interim and Summary Reports

Project staff will produce standardized reports in adherence to the reporting requirements of the Department's Office of Adult Mental Health Services (OAMHS) and will meet with OAMHS staff to discuss the results. These meetings will help the staff to identify areas of the state with high performing results and those which may require more intensive monitoring and assistance. The process of improving low performing sites will lead to elevated overall program effectiveness. The information will be shared with OAMHS to assist it in reporting on the success of its initiatives. The Provider will issue an annual report that encompasses all aspects of the evaluation including performance indicators, the achievement of performance targets and consumer satisfaction results.

Agreement Close-out Report

The Provider will prepare and submit an Agreement Close-out report, due within 60 days of agreement end date, to the Agreement Administrator at the address shown in Rider B Section 6. A check payable to Treasurer, State of Maine for any surplus balance must be sent to Mary Garate, DHHS Service Center, 11 State House Station, 221 State Street, Augusta ME 04333-0011.

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 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.

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

Category 1: Hire, train, place and supervise an Employment Specialist in n each of the seven Community Service Networks (CSN's).

The Employment Specialists within each CSN will perform multiple types of activities directed at helping consumers obtain employment or improving their employment-related skills. They will develop employment opportunities both in a consumer-specific and in a generic fashion, i.e., not always in relation to a specific person. Their employment support services to consumers will utilize the most effective evidence-based practices in supported employment for people with psychiatric disabilities. They will also help to elevate practice by providing training and technical assistance regarding employment to other CSN members.

The Provider will

- a. Develop a uniform job description applicable for all seven Employment Specialist positions, including minimum qualifications, essential functions and measurable outcomes used for annual performance reviews. The job description will incorporate the OAMHS document "EMPLOYMENT ACTIVITIES FOR ACT EMPLOYMENT SPECIALISTS". This job description will be shared with the CSN, Bureau of Rehabilitation Services' (BRS) Manager of Systems Improvement and Quality Assurance, and Division of Vocational Rehabilitation (DVR) Regional Managers for review and comment.
- b. It is understood that prior to the CSN Employment Specialist beginning direct service to consumers, the following CSN infrastructure will be in place:
 1. A CSN specific employment network consisting of:
 - i. A designated DVR counselor
 - ii. A Disability Program Navigator (link to Career Centers)
 - iii. Community Work Incentives Coordinator (CWIC)
 - iv. OAMHS Vocational Support Coordinator
 - v. A consumer from the CSN Statewide council
 - vi. An ACT Team Employment Specialist
 - vii. The CSN Employment Specialist
 2. Completion of the selection process for each CSN Community Support provider housing the Employment Specialist.
 3. Formal presentation to each CSN on the role of the Employment Specialist.

The following categories and activities are considered essential functions of the Provider's Employment Specialist staff:

- 1) Fulfill all the direct service Employment Specialist functions as represented in the job description, and implement in the Community Service Network, giving priority to consumers of the agency in which the Employment Specialist is located. It is understood that consumers from other agencies in the CSN may receive direct Employment Specialist

- services if the Employment Specialist's caseload can accommodate the additional consumers.
- 2) Maintain records that will be used for program monitoring and quality assurance, including demand for service and outcome tracking.
 - 3) Provide vocational skills groups to consumers.
 - 4) Develop and effectively utilize employment support services available from OAMHS, BRS, and OAMHS-approved Employment Networks when demand exceeds capacity of the single CSN Employment Specialist.
 - 5) Refer consumers needing long term employment support to the OAMHS Long Term Employment Support program.
 - 6) Assist in the development of a Vocational Goal to be included in the Individual Support Plan (ISP) of consumers receiving Section 17 Community Integration or Intensive Community Integration Services.
- c. Identify locations where each Employment Specialist will work, using the geographic and resource mapping that have already been done in the state. The Provider will develop or utilize an existing assessment instrument to identify the optimum agency location for the ES within each CSN. This instrument will assess the attitudes and abilities of Section 17 provider agencies within each CSN - who are interested in hosting the ES – most likely to support the goals of this project. The Provider's decision on the location of the ES within each CSN will be reviewed with OAMHS and BRS staff listed above. It is understood that all Employment Specialists will be housed in agencies with current contracts with OAMHS to provide Section 17 Community Integration or Intensive Community Integration services as defined in 17.04-1 & 2 of the MaineCare Benefits Manual.
1. The Provider will execute a written agreement with the agency housing the Employment Specialist which will clearly outline the expectations of Provider and OAMHS for service coordination and provision. It will also outline the financial arrangement that supports the host agency and the ES.
- d. Develop training systems for initial and future Employment Specialists working with consumers receiving OAMHS funded Community Support Services:
1. Initial Implementation: provide training to Employment Specialists on Psychiatric Rehabilitation using the Boston University Center for Psychiatric Rehabilitation model, and on Job Development using the New England Job Development Training Program from the Institute for Community Inclusion at the University of Massachusetts, Boston.
 2. Future Planning: collaborate with the University of Maine Center for Community Inclusion to develop and incorporate Psychiatric Rehabilitation content into the Maine Employment Curriculum (MEC).

- e. Develop and utilize standardized intake and assessment documents as described in Attachment A of the Memorandum of Understanding between OAMHS and BRS. It is understood that the Provider may choose not to utilize the BRS Job Readiness Assessment for consumers who are not eligible for, or who choose not to utilize, DVR services.
- e. Create the following tools for Employment Specialists to use to standardize practice.
 - 1. Job interview protocols and scenarios for Employment Specialists.
 - 2. A common set of standards, practices and tools that will be used by all Employment Specialists to be based on the Individual Placement and Support model.
 - 3. Information on work and benefits for people on SSI and SSDI to reduce fears about losing benefits when returning to work
 - 4. Referral to Community Work Incentives Coordinators as appropriate.
 - 5. A format that will be used by the Service Networks to inventory businesses in the area.
 - 6. A format that will be used by Service Networks to inventory vocational training and education opportunities in the area.
- f. Use Maine Medical Center's Consumer Advisory Board and other consumer groups to consult on issues relevant to individuals with mental illness in the work place, including the development and utilization of a satisfaction survey for consumers receiving employment support services from an Employment Specialist.

Category 2: Develop and Implement Standards and Practices for Employment Specialists,

- a. Develop an annual training and technical assistance plan, which may include the Maine Employment Curriculum, the New England Rehabilitation Continuing Education Program, and other relevant resources for ES's. This plan will address both knowledge and skills components that will assist the ES's in their job performance. This plan will be developed and updated in consultation with OAMHS and BRS Manager of Systems Improvement and Quality Assurance and DVR Regional Managers if desired.
- b. Use monitoring and supervision as described below to ensure consistent quality of practice among Employment Specialists
 - 1. Conduct regularly scheduled employment provider consultations with the Employment Specialist, the Community Work Incentives Coordinator (CWIC) for that CSN, a designated DVR counselor, the OAMHS Long Term Employment Coordinator, and the Disability Navigator. The purpose of these meeting is to share information and resources, to take advantage

of local and regional employment opportunities and address challenges to employment of people with psychiatric disabilities.

2. Conduct a monthly conference call with the seven Employment Specialists in the CSN's. The purpose of this call is to address issues related to: data, referrals, placements, and relationships with other CSN agencies.
3. The Provider's Project Coordinator will conduct a monthly site visit to each CSN Employment Specialist to provide face-to-face supervision.
4. The Provider will arrange for the CWIC's to provide Tier Two training to the CSN Employment Specialists and participants identified in b.1. above. Tier One training will also be provided to community support staff in the agencies where the Employment Specialists are located.
5. The Provider's Project Coordinators will be available for regular telephone and e-mail contact with the ES's to provide consultation on routine and urgent issues.
6. Conduct chart reviews using Social Solutions, Maine Medical Center's database that will be used by all CSN Employment Specialists.

Category 3: Raise the quality of practice through public relations, training and technical assistance to staff and providers in the community.

Public Relations

- a. Create and disseminate a newsletter that features one consumer a month from each Community Service Network who has had a positive employment or education experience. Distribute the newsletter to Community Service Networks, BRS, the Chambers of Commerce, Career Centers, and other Economic and Community Development partners.
- b. Collaborate with the Maine Jobs Council's Commission on Disability and Employment and the work of that group in relevant activities.

Training and Technical Assistance

- a. Assess training needs for CSN mentor agencies related to the role of work in the lives of people with mental illness, the importance of employment to recovery, and the roles of Employment Specialists in helping people prepare for and find work. Consumers will participate in this assessment process.
- b. Provide training and education opportunities about psychiatric rehabilitation, the importance of employment to recovery, and the engagement of consumers in discussions about work. This can include participation in conferences, assistance in developing written material, and shared information on web based training and related resources. Consumers will be part of the development and presentation of materials from the Provider's Vocational Services. These opportunities will be

available to CSN Community Support staff, BRS and Career Center staff, and others as requested, and as personnel resources allow.

- c. Assist OAMHS with modifying the current Mental Health Rehabilitation Technician-Certified curriculum (required for community support workers) to include content specific to the role of employment in recovery.

Provider and Community Education

- a. Explain the roles and availability of Community Work Incentives Coordinators (CWIC's), formerly known as Benefits Specialists, to consumers and providers. Dispel myths about earned income automatically meaning the loss of cash and medical benefits.
- b. As requested attend and report out employment data and outcomes at CSN meetings

Develop Employers in the jurisdiction of the Community Support Network

- a. Speak at meetings of service clubs, economic development groups and chambers of commerce to promote employment of people with psychiatric disabilities and learn about employment opportunities.
- b. Meet with employers (including schools, hospitals, and government agencies), Career Centers, and others to explain the initiative and pave the way for job placements.
- c. Create an inventory of employers in each Community Support Network using a standardized format developed for all the Networks.
- d. Conduct research on labor market trends, including local labor market information, for the purpose of informing the work of the Employment Specialists.
- e. Conduct two employer focus groups regarding Mental Health in the Workplace in each CSN. This activity will build a foundation upon which to develop a Mental Health Employer Consortium in each CSN during Year 2.

Category 4: Determining Quality and Effectiveness of Services Delivered

The Provider will measure the quality of consumer-specific services through:

- 1) A standard set of performance indicators;
- 2) A standard set of outcome measures; and
- 3) Consumer report on satisfaction with employment services and improved quality of life.

Three groups will contribute to the tracking of quality services. They are the Provider's project managers and administrators; a software company for non-profit groups, Social Solutions; and an impartial outside evaluator, Hornby Zeller Associates, Inc.

In addition, the Provider will use at least two methods to receive consumer feedback on the services. One is an annual consumer survey and the second is consumer focus

groups. The survey will be developed and analyzed by the program evaluator but will be distributed by the Provider in order to maintain consumer confidentiality. Focus groups will be held annually in each Community Service Network throughout the state. Consumers will be paid a stipend for their participation as well as mileage reimbursement if warranted.

The performance indicators and outcomes are as follows.

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

Indicators:

1. Number of consumers who received vocational screening by their CSW
2. Number of consumers who engage in employment or educational activities with the CSN Employment Specialist

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

Indicators:

1. Number of consumers establishing employment goals in their ISPs
2. Number of consumers receiving training or vocational services
3. Number of consumers progressing toward employment or educational goals
4. Number of consumers going on job interviews
5. Number of consumers reporting part time employment
6. Number of consumers reporting full time employment
7. Percent of consumers receiving employment services who are employed part- or full-time within twelve months of service initiation with Employment Specialist

Measuring Outcomes

The following targets will be used to judge program performance. The first will be tracked through DHHS OAMHS, while items 2 - 7 will be tracked by Social Solutions and follow up contacts by the Employment Specialists. The last two will be tracked through annual consumer surveys and focus groups.

1. Of those consumers who express interest in work or school, 100 percent will have a vocational goal written in the consumer's ISP.
2. Of those consumers with a vocational goal established which require training or services prior to employment, 80 percent will initiate such training or services with the CSN ES within six months.
3. Of those consumers engaged with the CSN ES, 75 percent will make progress toward their employment and/or education goals within six months.

4. Of those consumers engaged with the CSN ES for job search assistance, 50 percent will have a job interview during the first six months.
5. Of those consumers with job interviews, at least 25 percent will initiate full- or part-time employment within three months of the first interview.
6. Of those consumers initiating employment, at least 25 percent will be employed (not necessarily in same position) six months later.
7. Of those consumers receiving employment support services from an Employment Specialist 15 percent will be employed part-time or full-time within 12 months of initiation with the Employment Specialist.
8. At least 75 percent of consumers who express interest in work or school will be satisfied with the vocational support they receive from the Employment Specialist.
9. At least 50 percent of the consumers who received services from the Employment Specialist will experience improved quality of life as a result of pursuing vocational goals.

Interim and Summary Reports

Project staff will produce standardized reports in adherence to the reporting requirements of DHHS OAMHS and will meet with OAMHS staff to discuss the results. These meetings will help the staff to identify areas of the state with high performing results and those which may require more intensive monitoring and assistance. The process of improving low performing sites will lead to elevated overall program effectiveness. The information will be shared with OAMHS to assist it in reporting on the success of its initiatives. The Provider will issue an annual report that encompasses all aspects of the evaluation including performance indicators, the achievement of performance targets and consumer satisfaction results.

RIDER B
PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** \$367,483

2. **INVOICES AND PAYMENT.** The Department will pay the Provider as follows upon receipt of an approved invoice:

Payment Date	Payment Amount
01/31/2008	\$ 61,247
02/28/2008	\$ 61,247
03/31/2008	\$ 61,247
04/30/2008	\$ 61,247
05/31/2008	\$ 61,247
06/30/2008	\$ 61,248

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 and Title: Cheryl Gliniewicz
Department of Health & Human Services
Address: Division of Purchases Services
11 SHS, Marquardt 2nd Floor

32 Blossom Lane
Augusta, Maine 04333-0011
Telephone: 207.287.8167
E-mail Address: cheryl.gliniewicz@maine.gov

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

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

Name and Title: Jim Braddick
Department of Health & Human Services
Address: 11 SHS, Marquardt 2nd Floor
32 Blossom Lane
Augusta, Maine 04333-0011
Telephone: 207.287.4220
E-mail Address: jim.braddick@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. **SUB-AGREEMENTS.** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the 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, 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.

11. **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 M.R.S.A. § 18 or 17 M.R.S.A. § 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.

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

13. **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.

14. **ACCESS TO RECORDS**. 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.

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

Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

Contract Compliance

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

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

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

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

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

Rider C –Exceptions and Clarifications
Department of Health and Human Services

CONTRACT NUMBER: MH4-08-009 – Supported Employment - Maine Medical Center

1. Nothing in Rider B, paragraph 7 ("Changes in the Work") shall be construed to require the Provider to consent to changes in the work ordered by the Department. Claims by the Provider for extra cost must be made in writing and signed by the Agreement Administrator before executing the work involved. The State Purchases Review Committee retains ultimate authority to review any proposed change in work that would entail an upward revision in the contract cost. In the event the Provider notifies the Department that the Provider does not agree to the ordered change, the Department may then terminate the Agreement at its sole discretion.

2. Rider B, Paragraph 10.d ("Equal Employment Opportunity") shall read: 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, Office of Civil Rights) against their agency by any individual served by this Agreement, as well as any lawsuit regarding alleged discriminatory practice directly related to this Agreement.

3. Rider B, Paragraph 15, ("Termination") shall be construed to require the Department to provide a minimum of thirty (30) days notice of termination. A shorter period may be used if the reasons for termination involve the health, safety, or welfare of persons served by this Agreement, or in the event of a Non-Appropriation as defined in Rider B, ¶ 22 of this Agreement.

4. Rider B, paragraph 18 ("State Held Harmless") shall be construed to provide that in the event of a third party joint liability action against the Department, its successors or assigns, and the Provider resulting from or arising out of the performance of services pursuant to this Agreement, the Provider shall not be required to defend, indemnify or hold harmless the Department for damages, costs and fees apportioned to the fault of the Department, its successors or assigns. Nothing in this Agreement is intended, nor shall it be deemed, to expand or extend the State of Maine's liability, or to waive any immunity to which it is entitled under the Maine Tort Claims Act, 14 M.R. S.A. Section 8101 et seq.

5. Rider B, paragraph 22 ("Non-Appropriation") shall be amended by adding the following sentence at the end of the paragraph: The failure of the Department to meet its payment obligations under this Agreement as a result of a non-appropriation of funds under this Section 22 may be considered by the Provider as a default by the Department.

6. Rider B, paragraph 25 ("Force Majeure") shall be construed to provide that the Department, in the exercise of its discretion, shall exercise reasonable discretion.

N.B. The following provisions must be changed on Rider D:

1. Rider D, paragraph 5 ("Drug Free Workplace"), shall be construed to require the Provider to notify the State agency of criminal drug convictions only involving those employees engaged in the performance of this Agreement.

2. Notwithstanding Rider D, paragraph 11 ("Ownership"), the Provider may retain possession of the originals of patient records, notebooks, plans, working papers, or other work produced in the performance of this Agreement, to the extent required by federal or state law or regulations, provided that upon request, copies of all such documents shall be made available to the Department consistent with Rider B, paragraph 14. The Provider and the Department shall each have the right to publish or otherwise disseminate data or other work produced by the Provider in the performance of this Agreement, provided that any such publication or dissemination shall contain an attribution of the support or work provided by the other party. The Provider may not publish material containing or derived from patient data without the prior written consent of the Department, which consent shall not be unreasonably withheld. Nothing in this Agreement is intended to affect any right and title the Provider may have in and to the vocational services, educational products and other proprietary materials developed by the Provider otherwise than pursuant to performance of this Agreement, which the

Provider may use in performing services pursuant to this Agreement.

N.B. The following provisions must be changed on Rider E:

1. Rider E, Section I, Paragraph G, shall read:

“Providers shall determine the primary language of individuals requesting services and assure the services are provided with the assistance of a qualified interpreter when English is the not primary language and the individual is of limited English proficiency. The cost of the interpretation services is to be borne by the Provider.”

2. Rider E, Section I, Paragraphs H, I and J, shall be construed to require Provider to provide ongoing deaf awareness training to all staff on all shifts, and document staff attendance and shall be construed in a manner consistent with existing Provider policies for effective communication with, and services for, people who are deaf and hard of hearing, including when and how to provide qualified sign language interpreter services.

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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/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. 9.

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 thereunder.

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. <http://www.gpoaccess.gov/uscode/index.html>

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. Bad Debt. Bad debt is defined as the operating expense incurred because of the failure to collect receivables, and the related costs to collect. Bad debts must be offset against identified non-State, non-Federal, unrestricted revenue. The provider must make a good faith effort to collect the receivable (e.g. through billing, pursuing through a collection agency, etc.)

b. Interest Expense

- i. Per A-122, paragraph 23: costs incurred for interest on borrowed capital are unallowable. Interest on debt incurred after 9/29/95 to acquire or replace capital assets is allowable.
- ii. DHHS exception allows interest on borrowed capital on or before 9/29/95 to be prorated and offset against DHHS agreement State revenue and other unrestricted non-Federal revenue.
(Note: interest incurred for short term cash flow loans can be offset using non-State, non-Federal unrestricted revenue).
- c. 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)).
- d. 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 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

1. 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;
2. 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

PROGRAM REQUIREMENTS (Mental Health Services)

The following provisions specify program requirements for this agreement.

I. GENERAL PROVISIONS

A. **Eligibility.** All individuals meeting clinical and programmatic criteria for any Office of Adult Mental Health Services (OAMHS)-funded service are eligible for that service without regard to income, within existing resources. The Provider, in accordance with an approved fee schedule or established residential rate, may charge a fee.

B. Service Planning.

1. The Provider shall use uniform intake and assessment tools and procedures and shall report data elements according to reporting schedules established by the Department. The Provider also shall use and abide by all policies, procedures, and protocols developed by the Department, including, without limitation, procedures and protocols for tracking and reporting (i) grievances and rights violations and (ii) critical incidents. The Provider shall electronically transmit identified uniform data elements in accordance with specifications established by the Department.
2. The Provider shall abide by and implement the Individualized Support Plan (ISP) policies, procedures, practices, and/or protocols established by the Department for carrying out its approved ISP Plan pursuant to *Bates v. DHHS* (AMHI Consent Decree), including, without limitation, (i) requirements for supporting Community Integration Service staff in their role of coordinating and monitoring progress on ISPs and (ii) procedures for completing initial and subsequent 90-day reviews in a timely manner.

C. **Service Standards.** The provision of services to a client shall not be contingent on the receiving of other supports, services, benefits, or entitlements that are available to the general public in their communities. If an individual's assessment for needed services identifies such service, the provider shall assist in the referral process if the individual desires.

D. **Availability of Peer and Family Support.** The Provider is required to give all new clients information regarding services available through peer support organizations/groups. The Provider is also required to include among their services the referral of family members, with whom the providers have contact, to area family support groups such as NAMI-Maine. When referring a family member to a family support group the agency shall provide information regarding the group and shall additionally offer to call the support group to give the family member's name and means whereby the support group may contact him or her.

E. Licensure and Location

1. The Provider shall maintain a valid Certificate of Licensure as a Mental Health Agency in accordance with 34-B M.R.S.A. § 1203-A and/or other required licensure during the term of this Agreement.
2. The Provider shall make every effort to deliver necessary services where the clients are located, in the event that clients are unable to come to the Provider's office to receive services.
3. The Provider shall report to the Department Licensing Division and to the Department mental health team leader all major programming and structural changes in programs funded, seeded, or licensed by the Department. Any program changes that add, alter, or eliminate existing services must be negotiated with the mental health team leader 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; (4) significant changes in the organizational structure; (5) changes in the executive director or name or ownership of the agency; or 6) relocation of services.

F. Co-occurring Mental Health and Substance Abuse Disorders. In support of the Department statewide initiative to create a system welcoming to clients with co-occurring mental health and substance abuse disorders, the Provider agrees to the following:

1. The Provider shall not deny services to any individual solely on the basis of the individual's having a known substance use/abuse disorder in addition to their mental illness;
2. The Provider shall maintain a written protocol or policy that describes its service approach to individuals with a co-occurring mental health and substance abuse disorder; and
3. The Provider shall ensure that appropriate staff receives training in the interrelationship of mental illness and substance abuse, the identification of available resources, and the referral and treatment process.

G. Interpretation Services (Communication Access). The Provider shall determine the primary language of individuals requesting services and ensure that the services are provided either by a bi-lingual clinician or with the assistance of a qualified interpreter when English is not the primary language. The client shall not be charged for this service.

H. Accessibility for the Deaf and Hard of Hearing. The Provider shall maintain and periodically test appropriate telecommunication equipment including TTY, videophone, or amplified telephone. Equipment must be available and accessible

for use by clients and staff for incoming and outgoing calls. The Provider shall ensure that appropriate staff has been trained in the use of the telecommunications device and that the TTY telephone number is published on all of the Provider's stationery, letterhead, business cards, etc., in the local telephone books, as well as in the statewide TTY directory. The Provider, at its expense, shall obtain the services of a qualified sign language interpreter or other adaptive service or device when requested by a consumer or family member. Interpreters must be licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration. The Provider shall document the interpreter's name and license number in the file notes for each interpreted contact.

I. Deaf and/or Severely Hard of Hearing. Providers who serve deaf and/or severely hard of hearing consumers shall:

1. Provide visible or tactile alarms for safety and privacy (e.g., fire alarms, doorbell, door knock light);
2. Provide or obtain from the Maine Center on Deafness loan program a TTY or fax as appropriate for the consumers' linguistic ability and preference and a similar device for the program office; and
3. Train staff in use and maintenance of all adaptive equipment in use in the program, including but not limited to hearing aids, assistive listening devices, TTY, fax machine, television caption controls, and alarms.

The Maine Center on Deafness www.mainecenterondeafness.org offers assistance to individuals who need specialized telecommunications devices.

J. Provider Responsibilities: Deaf, Hard of Hearing and/or Nonverbal. Providers who serve deaf, hard of hearing, and/or nonverbal consumers for whom sign language has been determined as a viable means of communication shall:

1. Provide ongoing training in sign language and visual gestural communication to all staff on all shifts who need to communicate meaningfully with these clients, and shall document staff attendance and performance goals with respect to such training;
2. Develop clear written communication policies for the agency and each program of the agency, including staff sign/visual gestural proficiency expectations and when and how to provide qualified sign language interpretation; and
3. Ensure that staff has a level of proficiency in sign language that that is sufficient to communicate meaningfully with consumers.

K. Annual Survey. The Provider is required to support and participate in the Annual Mental Health Data Infrastructure Consumer and Family Satisfaction Survey Project in accordance with the protocols developed by the Department's Office of Quality Improvement. The surveys are administered directly by the Department. Provider agencies will be required to assist in notifying clients about

the survey prior to administration, encouraging client participation and addressing client questions regarding surveys.

Three surveys are used for specific populations, including: the Mental Health Statistics Improvement Program (MHSIP) Adult Consumer Survey (for ages 18 and older), the Youth Services Survey for Families (YSSF) (families of children below 12 and younger), and the Youth Services Survey (YSS) (for youth between the ages of 13 and 18).

II. CONSENT DECREE COMPLIANCE

A. The Provider agrees to provide services in a manner consistent with terms of this section and to work cooperatively with the Department in fulfilling its requirements under the "AMHI Consent Decree" in *Bates vs. DHHS*, Civil Action No. 89-88 (Me. Superior Ct., Kennebec County), the terms of which are incorporated herein by reference. Nothing elsewhere in this Agreement should be read to restrict or limit requirements in this section

B. All Providers. All providers of services subject to this Rider E shall comply with the following:

1. The Provider shall have in place a grievance policy and procedure in compliance with the Rights of Recipients of Mental Health Services.
2. The Provider shall notify all clients who apply for services of their rights under the Bates v. DHHS Consent Decree and under the Rights of Recipients of Mental Health Services. Furthermore, the Provider shall notify clients of their right to name a designated representative or representatives to assist them. The Provider shall also provide information to clients regarding available advocacy programs.
3. Providers of comprehensive mental health services are required to have a consumer on their Board of Directors. This may be a current or former consumer who self discloses as a consumer and does not have to be a consumer of the provider's services. Other mental health providers are required to either have a consumer on their Board of Directors or to have a consumer advisory committee.
4. The Provider shall submit a written treatment or service plan to the community support worker when requested by the community support program. The written treatment or service plan shall include a description of the service to be provided and any applicable terms included in the ISP. The written treatment or service plan or written service agreement shall also include a statement that the Provider agrees that it will not discontinue or otherwise interrupt services which the Provider agrees to deliver to the client, without complying with the following terms:
 - a) The Provider shall obtain prior written approval from the Department for class members;

- b) If written approval is obtained as specified above, and, as a result, services to the client will be discontinued or otherwise interrupted, the Provider shall give thirty days advance written notice to the client, to the client's guardian, if any, and to the client's community support worker. If the client poses a threat of imminent harm to persons employed or served by the Provider, the Provider shall give notice which is reasonable under the circumstances;
 - c) The Provider shall give notice as may be required by law or regulation following the applicable, most stringent of Chapter II of the MaineCare Benefits Manual, Department Licensing Regulations, or the Bates v. DHHS Consent Decree; and
 - d) The Provider shall assist the client and the client's community support worker in obtaining the services from another provider.
5. The Provider shall maintain current client records which chart progress toward achievement of goals and which meet applicable requirements of the settlement agreement, contracts, law, regulations, and professional standards.
6. The Provider shall maintain a manual of up-to-date job descriptions for each mental health service position. The job descriptions shall clearly define areas of responsibility, including those required in the Bates v. DHHS Consent Decree.
7. The Provider shall adhere to the Department's Procedural Guidelines for Mental Health Rehabilitation Technician (MHRT/Community) Certification process dated August 2002 to determine the qualifications for each position in terms of education and experience. The Provider shall verify that its employees have appropriate licensure, certification, or registration.
8. The Provider shall establish a performance evaluation protocol for each direct service position.
9. The Provider shall verify that all its employees who perform client services have received training consisting of, but not limited to:
- a) The legal rights of persons with mental illness;
 - b) Identification of, response to, and reporting of client abuse, neglect and exploitation;
 - c) Specific job responsibilities;
 - d) The agency mission;
 - e) Client privacy and confidentiality;
 - f) Physical intervention techniques, if applicable;
 - g) The terms of the Bates v. DHHS Settlement Agreement;
 - h) The perspectives and values of consumers of mental health services, including recovery and community inclusion. This portion of the training shall be delivered, at least in part, by consumers;
 - i) The ISP planning process;
 - j) Introduction to mental health services systems, including,

- (1) The role of Riverview Psychiatric Center/Dorothea Dix Psychiatric Center in the mental health system,
 - (2) The responsibilities of various professional and staff positions within the mental health system;
 - k) Family support services;
 - l) Principles of Psychosocial Rehabilitation (PSR); and
 - m) Resources within the mental health service system.
10. The Provider shall not assign staff to duties requiring direct involvement with clients until staff has received the orientation training listed in section II.10.a)-f) above, except where the duties are performed under direct supervision.
 11. The Provider shall ensure that employees do not implement physical intervention techniques unless they have received training in the use of a gradually progressive system of alternatives that involves the least restrictive means of interpersonal and physical interaction while maintaining a high level of dignity and respect. Examples of such training include The Mandt System or NAPPI.
 12. The Provider shall ensure that all non-medical staff that has client contact is trained in the identification of adverse reactions to psychoactive medications, first aid, and reporting requirements.
 13. Specific training may be waived for any employee who the agency verifies has recently received training through prior employment at another licensed community mental health agency in Maine.
 14. The Provider shall ensure that professional staff is required to meet the continuing education requirements necessary to maintain their licenses.
 15. The Provider shall accept referrals of all Bates v. DHHS Consent Decree class members for services provided under their contract with the Department except as provided in paragraph 277 of the Bates v. DHHS Consent Decree.
 16. An ISP shall be developed within 30 days of application for community support services and reviewed every 90 days.
 17. The Department has established seven Community Service Network (CSN) areas:
 1. Aroostook County
 2. Hancock, Washington, Penobscot and Piscataquis Counties
 3. Kennebec and Somerset Counties
 4. Knox, Lincoln, Sagadahoc, and Waldo Counties
 5. Androscoggin, Franklin, and Oxford Counties, including northern Cumberland County (Bridgton et. al.)

6. Cumberland County, excluding northern Cumberland County (Bridgton et. al.)
7. York County

Except as noted below, the Provider must participate in CSNs in the geographic areas in which the provider offers any of the following services:

- Crisis Services (including Crisis Stabilization Units);
- Peer Services;
- Community Support Services (Community Integration (CI), Intensive Community Integration (ICI), Assertive Community Treatment (ACT) Services, Daily Living Support, Skills Development, and Day Support Services);
- Outpatient Therapy;
- Medication Management;
- Residential Services;
- Vocational Services; and
- Community Hospitalization Services (including services in hospitals that do and hospitals that do not provide inpatient psychiatric services).

If the Provider offers limited services or services in more than one CSN area, then, the Provider may request an exemption from requirements to participate in the CSN. The Provider shall make that request to the Agreement Administrator in writing.

CSN participation includes entering into a Memorandum of Understanding (MOU) and appointing a representative to the CSN who will attend monthly CSN meetings and who is authorized to make commitments on behalf of the Provider, participating in activities to assure appropriate governance, and participating in activities to assure that the goals of the CSN are achieved.

Maintenance of Agency Information

The providers will notify the Agreement Administrator within 5 working days of a change to information included on the Provider Summary Page, using a form available from the Agreement Administrator.

Continuity of Care

Providers must, to the extent permitted by consumers, seek appropriate releases of information at intake and with every treatment/service plan update to improve continuity of care. Agencies shall plan with consumers for appropriate releases of information and educate consumers about the benefits of shared information to continuity of care. If the consumer does not permit a release of information to another provider of service, then the

record must document this attempt to secure a release.

C. Providers of Community Support Services (defined herein as CI, ICI, ACT)
The Community Support Services Provider must:

- Assign a CSW within 2 days to class members who are hospitalized at the time of application for CSW services, and must meet with the class member within four days of discharge. Providers must assign a CSW within 3 days to class members who are not hospitalized at the time of application. Non-class members must be assigned a CSW within 7 days. Application means the date on which the request for a CSW was made by the consumer or person acting on behalf of the consumer.
- Provide 24/7 access to Community Integration (CI), Intensive Community Integration (ICI), and Assertive Community Treatment (ACT) consumer records (including the ISP, the crisis plan, health care advance directives, medical information as available, and basic demographic and service information that might be needed during a crisis) for better continuity of care during a psychiatric crisis. Additionally, the CSW is responsible for maintaining the name of the prescriber of psychiatric medications and up to date contact information for that prescriber;
- Assign a community support worker to each consumer receiving CI services and assure that a substitute worker is assigned to the consumer when the regular worker is not available (for example, if the regular worker is out sick, is on vacation, or has resigned) and that the consumer is informed of the substitute worker's name;
- Ensure that community support workers (CI, ICI, and ACT) develop Individual Support Plans (ISPs) collaboratively and convene ISP meetings as directed by the consumer, and actively coordinate services that are part of the Individual Service Plans. Documented consent of the consumer shall be necessary for the ISP meeting to be held without the presence of the consumer;
- Ensure that community support workers (IC, ICI, ACT) develop and maintain up-to-date crisis plans and advance directives with each consumer, or document when and why this has not occurred. Additionally, it shall be the role of the community support worker to review with the consumer both the ISP and the crisis plan whenever there is a major psychiatric event;
- Ensure that community support workers (CI, ICI, ACT) receive not only annual training on the importance of work to recovery, but also ongoing training to improve engagement skills regarding work and documenting work goals in each ISP;
- Ensure that each consumer's assigned or substitute CI worker, ICI team member, or ACT team member attends (in person or by telephone or videoconference) the consumer's treatment and discharge planning meetings at state and private psychiatric hospitals, as well as at community hospitals with psychiatric units;
- Ensure that there is coordination with the consumer's ISP and the hospital's treatment and discharge plan while the consumer is in the hospital;

- Ensure that the hospital receives a copy of the consumer's ISP as soon as the provider is aware of the admission;
- Ensure that CI Services are available face-to-face Monday through Friday during normal business hours of no less than 40 hours per week and that availability shall be based on consumer need; and
- Ensure that employment specialists on ACT teams focus on employment functions with the expectation that 90% of the employment specialist's work time will be devoted to vocational/employment support related tasks.

D. Providers of Crisis Services. The Crisis Services Provider must:

- Ensure 24/7 availability of crisis workers for Emergency Departments within the community service network;
- Facilitate service during a psychiatric emergency and implement the rapid response protocol;
- Collect data on consumers who are denied admission to a psychiatric hospital though a bed is available and on consumers who are denied admission to a crisis stabilization unit though a bed is available. The data must include the reasons for rejection, the date of occurrence, and the disposition of the consumer. These data will be submitted within two working days to the regional mental health team leader in a format designed by OAMHS;
- Provide information to community support providers regarding the provision of crisis services and any psychiatric inpatient or CSU admission to any of their CSS clients within 24 hours of contact;
- Act as the contact for Emergency Departments to retrieve consumer record information from the CSS (Community Integration, Intensive Community Integration, or Assertive Community Treatment) provider; and
- Report any concerns about the possible inappropriate use of blue papers to the Regional Mental Health Team Leader or their designee within 24 hours.

E. Providers of PNMI and Specialized Nursing Facility Services. The PNMI and Specialized Nursing Facility Services Provider must:

- Notify residents of all applicable rights of appeal from a discharge decision;
- Clarify that any transfer of a resident to an acute hospital neither constitutes a transfer nor a discharge for purposes of contracts or regulations; and
- Obtain OAMHS approval for discharges and participate in discharge planning.

F. Providers of Individual and Group Counseling Services. The Individual and Group Counseling Services Provider must:

- Insure that they are the first responders for client crisis situations during normal business hours and that after hour coverage is available either through its own staff or through formal agreement with the local crisis service provider.
- Submit a written copy of the agency's current after hour coverage policy, including procedures for accessing on call staff, with or prior to the submission of its first quarterly report.
- Submit a copy of the current signed agreement for crisis services, including any financial remuneration, in the case where the local crisis service is utilized for after hour coverage.

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: ME



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.

RIDER I
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 for 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. Information relating to section 6 can be found at <http://janus.state.me.us/legis/statutes/search.asp>.

**RIDER F
AGREEMENT COMPLIANCE SECTION**

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.

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

CFDA # _____ CFDA # _____ CFDA # _____

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 Circular A-110/Common Rule
Financial and Program Management
Property Standards
Procurement Standards
Reports and Records
Termination and Enforcement | B. Department Additions
Standards of Bonding
Program Budget |
|--|---|

X 3. **ALLOWABLE COSTS/COST PRINCIPLES** (as applicable)

X A-122 ___ A-87 ___ A-21

X 4. **BUDGET COMPLIANCE**

X 5. **TYPES OF SERVICE ALLOWED OR UNALLOWED**
Specific Detail in Rider A Section III

X 6. **ELIGIBILITY**
Specific Detail in Rider E

___ 7. **MATCHING REQUIREMENTS**
Specific Detail on Agreement Page(s) _____

X 8. **REPORTING**
Specific Detail in Rider A Section II

___ 9. **SUBRECIPIENT MONITORING**
Specific Detail on Agreement Page(s) _____

<u> X </u> 10. AGREEMENT SETTLEMENT:	COST SHARING	<u> X </u>
(Specific Detail in Rider B)	FEE FOR SERVICE	___
	UNIT COST	___
	LINE ITEM EXPENSE	___
	OTHER (specify)	___

___ 11. **SPECIFIC PROVISIONS**
Specific Detail on Agreement Page(s) _____
A.
B.

LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	AGENCY NAME:	
							AGENCY NAME:	PROGRAM NAME:
1	REVENUE SOURCES	TOTAL PROGRAMS (this agreement)	SERVICE: CSN Employment	SERVICE: PROGRAM:	SERVICE: PROGRAM:	SERVICE: PROGRAM:	STATE OF MAINE HEALTH AND HUMAN SERVICES REVENUE SUMMARY	Maine Medical Center Department of Vocational Services
2							AGREEMENT START DATE:	1/1/2008
3	GOVERNMENT REVENUE						AGREEMENT END DATE:	6/30/2008
4	FEDERAL DHHS AGREEMENT FUNDS						AGREEMENT # DHHS:	MH4-08-009
5	MAINECARE							
6	OTHER FEDERAL FUNDS							
7	STATE DHHS AGREEMENT FUNDS-General Fund	367,482	367,482					
8	STATE DHHS AGREEMENT FUNDS-Fund for Healthy Maine							
9	DHHS NON AGREEMENT FUNDS							
10	OTHER STATE FUNDS (NON DHHS)							
11	COUNTY/MUNICIPAL AGREEMENT FUNDS							
12	COUNTY/MUNICIPAL OTHER FUNDS							
13	TOTAL GOVERNMENT REVENUE	367,482	367,482	0	0	0		
14	PROGRAM INCOME							
15	SALE OF PRODUCT							
16	CLIENT FEES - PROGRAM							
17	CLIENT FEES - PRIVATE							
18	OTHER FEES, ROYALTIES, MISC.							
19	TOTAL PROGRAM INCOME	0	0	0	0	0		
20	OTHER REVENUE							
21	CONTRIBUTIONS AND DONATIONS DESIGNATED BY THE DONOR FOR THE PROGRAM (RESTRICTED)							
22	OTHER AVAILABLE INCOME COMMITTED TO THE PROGRAM OR NOT DESIGNATED BY THE DONOR (UNRESTRICTED)							
23	IN-KIND							
24	TOTAL OTHER REVENUE	0	0	0	0	0		
25	TOTAL REVENUE (Lines 13, 19, + 24)	367,482	367,482	0	0	0		
26	TOTAL AGENCY-WIDE REVENUE	795,817						

STATE OF MAINE HEALTH AND HUMAN SERVICES EXPENSE SUMMARY		AGENCY NAME: Maine Medical Center Department of Vocational Services				
PROGRAM NAME:		Department of Vocational Services				
AGREEMENT START DATE:		1/1/2008				
AGREEMENT END DATE:		6/30/2008				
AGREEMENT NUMBER DHHS		MH4-08-009				
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1	TOTAL PROGRAMS (this agreement)		SERVICE: CSN Emplmt	SERVICE:	SERVICE:	SERVICE:
2			PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
3	PERSONNEL EXPENSES					
4	SALARIES/WAGES	116,870	116,870			
5	FRINGE BENEFITS	33,822	33,822			
6	IN-KIND					
7	TOTAL PERSONNEL EXPENSES	150,692	150,692	0	0	0
8	EQUIPMENT PURCHASES	27,000	27,000			
9	SUB-RECIPIENT AWARDS					
10	ALL OTHER EXPENSES					
11	OCCUPANCY - DEPRECIATION					
12	OCCUPANCY - INTEREST					
13	OCCUPANCY - RENT	11,472	11,472			
14	UTILITIES/HEAT					
15	TELEPHONE	1,440	1,440			
16	MAINTENANCE/MINOR REPAIRS					
17	BONDING/INSURANCE					
18	EQUIPMENT RENTAL/LEASE					
19	MATERIALS/SUPPLIES	1,800	1,800			
20	DEPRECIATION (Non-occupancy)					
21	FOOD					
22	CLIENT-RELATED TRAVEL	10,518	10,518			
23	OTHER TRAVEL	11,625	11,625			
24	CONSULTANTS - DIRECT SERVICE					
25	CONSULTANTS - OTHER					
26	INDEPENDENT PUBLIC ACCOUNTANTS					
27	TECHNOLOGY SERVICES/SOFTWARE	12,460	12,460			
28	IN-KIND					
29	MISCELLANEOUS	17,325	17,325			
29	MISCELLANEOUS	57,600	57,600			
30	INDIRECT ALLOCATED- G&A (21.71%)	65,550	65,550			
31	TOTAL ALL OTHER (Lines 11 through 30)	189,790	189,790	0	0	0
32	TOTAL EXPENSES (Lines 7, 8, 9, 31)	367,482	367,482	0	0	0
33	TOTAL AGENCY-WIDE EXPENSES	795,817				

STATE OF MAINE		AGENCY NAME:		Maine Medical Center	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Department of Vocational Services	
		AGREEMENT START DATE:		1/1/2008	
		AGREEMENT END DATE:		6/30/2008	
INDIRECT ALLOCATION (G&A) SUMMARY		AGREEMENT NUMBER DHHS:		MH4-08-009	
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	150,692	32,715	117,977	
3	EQUIPMENT PURCHASES			0	
4	ALL OTHER	151,240	32,835	118,405	
5	TOTAL AGENCY INDIRECT	301,932	65,550	236,382	
6	PERCENT	100%	22%	78%	
7	<p>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. Maine Medical Center has an approved indirect cost rate of 21.71% as filed with the Medicare Cost report for the fiscal year beginning 10/01/06.</p>				

STATE OF MAINE		AGENCY NAME:		Maine Medical Center	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Department of Vocational Services	
		AGREEMENT START DATE:		1/1/2008	
		AGREEMENT END DATE:		6/30/2008	
INDIRECT PERSONNEL SUMMARY		AGREEMENT NUMBER DHHS:		MH4-08-009	
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	Employment Specialist IV	19.98	20,779	3,008	
3	Employment Specialist IV	19.98	20,779	3,008	
4	Employment Specialist IV	19.98	20,779	3,008	
5	Employment Specialist III	17.05	17,732	2,567	
6	Employment Specialist III	17.05	17,732	2,567	
7	Employment Specialist III	17.05	17,732	2,567	
8	Employment Specialist III	17.05	17,732	2,567	
9					
10	Administrative Assistant	13.46	6,999	1,014	
11	Project Coordinator - CSNs 1 & 2	22.45	11,674	1,691	
12	Project Coordinator - CSNs 3 - 7	22.45	23,348	3,377	
13					
14					
15					
16					
17					
18					
19					
20					
21	TOTAL		175,287	25,372	
			COLUMN 6		
			SUMMARY		
22	TYPE OF BENEFIT (SPECIFY)	EXPENSE	ITEM		
23	FICA TAX	1,941	TOTAL SALARY	25,372	
24	UNEMPLOYMENT INSURANCE		TOTAL FRINGE	7,343	
25	WORKERS' COMPENSATION				
26	HEALTH/DENTAL				
27	PENSION				
28	OTHER	5,402			
29	TOTAL FRINGE BENEFITS	0			
			TOTAL	32,715	
			Remarks:		

STATE OF MAINE	AGENCY NAME:	Maine Medical Center
HEALTH AND HUMAN SERVICES	PROGRAM NAME:	Department of Vocational Services
EXPENSE DETAILS	AGREEMENT START DATE:	1/1/2008
	AGREEMENT END DATE:	6/30/2008
	AGREEMENT NUMBER DHHS:	MH4-08-009

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF LINE ITEM	AMOUNT (from Form 2)	DETAIL
EQUIPMENT PURCHASES	27,000	computer setups for nine staff
SUB-RECIPIENT AWARDS	0	
OCCUPANCY - DEPRECIATION	0	
OCCUPANCY - INTEREST	0	
OCCUPANCY - RENT	11,472	1.5 staff at DVS, incl rent, utilities, parking
UTILITIES/HEAT	0	
TELEPHONE	1,440	cellular phones for all nine staff
MAINTENANCE/MINOR REPAIRS	0	
BONDING/INSURANCE	0	
EQUIPMENT RENTAL/LEASE	0	
MATERIALS/SUPPLIES	1,800	supplies
DEPRECIATION (Non-occupancy)	0	
FOOD	0	
CLIENT-RELATED TRAVEL	10,518	ES Travel only
OTHER TRAVEL	11,625	Coordinator travel, ES/Coord travel to training
CONSULTANTS - OTHER	0	
INDEPENDENT PUBLIC ACCOUNTANTS	0	
TECHNOLOGY SERVICES/SOFTWARE	12,460	DVS Technology Fee, ETO Development Fee, Annual ETO user licensing
MISCELLANEOUS - Start Up	57,600	Includes development of program, initial QA/QI, and ES host agency agreemts
MISCELLANEOUS - Quality Assurance/Improvement	17,325	Agreement for ongoing QA/QI efforts, ES training, APSE mbrshp for ES/PC

2008 JAN 14 A 8:24

DIVISION OF PURCHASE
STATE OF ILLINOIS