CONTRACT AMENDMENT

DATE: **5/15/2025**	AMENDMENT AMOUNT: $0.00
ADVANTAGE CONTRACT #: MA 18P 21030200000000000086	
DEPARTMENT AGREEMENT #: DRPC-21-707 B	
START DATE: 4/15/2021	END DATE: 4/14/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Health and Human Services		
ADDRESS: 109 Capitol St		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0011
PROVIDER		
PROVIDER NAME: 22nd Century Technologies Inc DBA: 22nd Century Technologies Inc		
ADDRESS: 220 Davidson Avenue, Suite 118		
CITY: Somerset	STATE: NJ	ZIP CODE: 08873
VENDOR CUSTOMER #: VS0000000785	FEDERAL UEI #: QT2VZ9L1VPQ1	

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

BY: Signature **Todd Haber** Date

Acting Deputy Commissioner of Finance

Provider Representative:

Isha Sharma 07/24/2025

BY: Signature **Isha Sharma** Date

Contracts Manager

The contract amendment is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract amendment.

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

☒	**Amended Period**	Original Start Date**: 4/15/2021**	Amendment Start Date**: 4/15/2025**
		Current End Date**: 4/14/2025**	New End Date**: 4/14/2027**
		Reason**: To extend the Master Agreement through April 14, 2027.**	
☐	**Amended Contract Amount**	Adjustment Amount: **N/A**	New Contract Amount: **N/A**
		Reason: **N/A**	
☐	**Amended Scope of Work**	The Scope of Work in Rider A is amended as follows: **N/A**	
☐	**Other**	Describe the Changes: **N/A**	

Agreement Amendment Summary	**Original Agreement**	**$**	**0.00**
	Amendment A [Change contract period]	**$**	**0.00**
	Amendment B [Change contract period]	**$**	**0.00**
	Revised Total	**$**	**0.00**

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CONTRACT AMENDMENT

DATE: **7/26/2023**

ADVANTAGE CONTRACT #: **MA-18P-21030200000000000086**

DEPARTMENT AGREEMENT#: **DRPC-21-707A**

AMENDMENT AMOUNT: **$0.00**

START DATE: **4/15/2021** END DATE: **4/14/2025**

This Contract, is between the following State of Maine Department and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Health and Human Services**

Address: 109 Capitol Street
City: Augusta State: ME Zip Code: 04333-0011

PROVIDER

PROVIDER: **22nd Century Technologies Inc**
DBA: 22nd Century Technologies Inc
Address: 220 Davidson Avenue, Suite 118
City: Somerset State: NJ Zip Code: 08873

Provider's Vendor Customer #: VS0000000785

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Health and Human Services

Signature **Benjamin Mann,**
Deputy Commissioner of Finance

Date 9/7/23

Provider

Isha Sharma

Signature **Isha Sharma,**
Contracts Manager

Date 10/03/2023

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

☒	**Amended Period:**	Original Start Date**: 4/15/2021** Current End Date**: 4/14/2023** Amendment Start Date**: 4/15/2023** New End Date**: 4/14/2025** Reason**: This is the first renewal of the MA period.**
Agreement Amendment Summary:		**Original Agreement** **$** **0.00** Amendment A [Change Contract Period] **$** **0.00** **Revised Total** **$** **0.00**

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

MA 18P 21030200000000000086
NEW

State of Maine

Master Agreement

Effective Date: 04/15/21 **Expiration Date:** 04/14/23

Master Agreement Description: Locum Tenens DRPC-21-707

Buyer Information

Kathy Paquette	207-624-7877	**ext.**	KATHY.L.PAQUETTE@MAINE.GOV

Issuer Information

Kathy Paquette	207-624-7877	**ext.**	KATHY.L.PAQUETTE@MAINE.GOV

Requestor Information

Matt Galletta	207-287-2808	**ext.**	matt.galletta@maine.gov

Agreement Reporting Categories

Authorized Departments

10A DEPT OF HUMAN SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID
VS0000000785

Vendor Name
22nd Century Technologies Inc

Alias/DBA
22nd Century Technologies Inc

Vendor Address Information
220 Davidson Avenue, Suite 118

Somerset, NJ 08873
US

Vendor Contact Information

Kulpreet Singh
888-998-7284 **ext.** 300
govt@tscti.com

Payment Discount Terms
Discount 1: 0.0000% 0 **Days**

Commodity Information

Vendor Line #: 1

Vendor Name: 22nd Century Technologies Inc

Commodity Line #: 1

Commodity Code: 94874

Commodity Description: Professional Medical Services (Including Physicians, Pharmac

Commodity Specifications:

Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	**Free On Board**	
Contract Amount	**Service Start Date**	**Service End Date**
0.00	04/15/21	04/14/23
Catalog Name	**Discount**	
	0.0000 %	
	Discount Start Date	**Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 4/29/2021
6D643774DDD439...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor 22nd Century Technologies, Inc.

Kulpreet Singh 4/30/2021

Signature Date

Kulpreet Singh Director-Sales

Print Representative Name and Title

DocuSign Envelope ID: D74C4F24-BD3D-456E-B36F-2128D3820FF9

SERVICE CONTRACT

DATE: **4/15/2021**

ADVANTAGE CONTRACT #: **MA 18P 21030200000000000086**

DEPARTMENT AGREEMENT #: **DRPC-21-707**

CONTRACT AMOUNT: **$ Unencumbered – Work will be performed by Delivery Order**

START DATE: **4/15/2021** END DATE: **4/14/2023**

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Health and Human Services**

Address: **109 Capitol Street**

City: **Augusta** State: **ME** Zip Code: **04333-0011**

PROVIDER

PROVIDER: **22nd Century Technologies, Inc.**

Address: **220 Davidson Avenue, Suite 118**

City: **Somerset** State: **NJ** Zip Code: **08873**

Provider's Vendor Customer #: **VS0000000785**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Health and Human Services

Signature **Benjamin Mann,**
Deputy Commissioner of Finance

Date 4/21/21

22nd Century Technologies, Inc.

Signature **Kulpreet Singh, Director - Sales**

Date 4/23/2021

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DocuSign Envelope ID: D74C4F24-BD3D-456E-B36F-2128D3820FF9

DEPARTMENT AND PROVIDER POINT OF CONTACTS

DEPARTMENT CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Ryan Roberts, Contract Administrator**
Email: **Ryan.Roberts@Maine.gov**
Address: **109 Capitol Street**
City: **Augusta** State: **ME** Zip Code: **04333-0011**
Telephone: **(207) 287-6492**

DEPARTMENT PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine administrative questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **Wendy Waltz, Financial Analyst**
Email: **Wendy.M.Waltz@Maine.gov**
Address: **250 Arsenal Street**
City: **Augusta** State: **ME** Zip Code: **04333-0011**
Telephone: **(207) 624-4679**

DEPARTMENT PROGRAM MANAGER: The following person is designated as the Program Manager. This person will be able to respond to programmatic questions pertaining to the Contract. The Program Manager will not be able to alter the scope of the Contract.

Name: **Matthew Davis, Program Manager**
Email: **Matthew.J.Davis@Maine.gov**
Address: **250 Arsenal Street**
City: **Augusta** State: **ME** Zip Code: **04333-0011**
Telephone: **(207) 624-4658**

In addition to progress reports and financial reports being sent to the Department Contract Administrator the reports will also need to be sent to the following email address:

E-mail Address:

DocuSign Envelope ID: D74C4F24-BD3D-456E-B36F-2128D3820FF9

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department will be submitted to:

Name: **Vipin Kumar**

Email: **govt@tscti.com**

Address: **220 Davidson Avenue, Suite 118**

City: **Somerset** State: **NJ** Zip Code: **08873**

Telephone: **(888) 998-7284**

Provider's DUNS #: **028619588**

Invoices will be sent to the Contract Administrator as well as:

Riverview Psychiatric Center Business Office
250 Arsenal Street
11 State House Station
Augusta, Maine 04332-0011
Email: RPCBusinessOffice.DHHS@maine.gov
Fax: (207) 287-7205
Telephone: (207) 624-4680

or

Dorothea Dix Psychiatric Center Business Office
656 State Street
Bangor, Maine 04401
Email: DDPCBusinessOffice@maine.gov
Fax: (207) 941-4444
Telephone: (207) 561-5409

DocuSign Envelope ID: D74C4F24-BD3D-456E-B36F-2128D3820FF9

RIDERS

☑	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Funding and Payment Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☒	Rider D – Additional Requirements
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☒	Appendix A – Hospital Contract Staffing Delivery Order Authorization Form

DocuSign Envelope ID: D74C4F24-BD3D-456E-B36F-2128D3820FF9

FUNDING AND PAYMENT RIDER

1. **FUNDING TOTAL. $ Unencumbered – DHHS will use on an as-needed basis.**

The sources of funds and compliance requirements for this Contract follow:

State General Fund / Dedicated/Special Revenue $ Unencumbered – DHHS will on an as-needed basis.

2. **INVOICES AND PAYMENT**. The Department will pay the Provider as follows: Payment terms are net 30 from the date the State receives a proper invoice. Invoices will only be paid against an approved Delivery Order and shall contain sufficient detail in accordance with the Delivery Order to allow proper cost allocation. Invoices shall be accompanied by all of the necessary and complete supporting documents.

Invoices for payment, submitted on forms approved by the Department. No invoice will be processed for payment until approved by the Department. All invoices require the following:

- Provider letterhead with Provider name and payment address;
- A unique invoice number;
- The DHHS Contract number for this Contract;
- The Advantage DO number for the Delivery Order;
- The invoice date and the total amount of the invoice; and
- The detailed billing data for each resource, including hospital, resource name, title, billable rate, rate description, and net amount billed during period

Delivery Orders will include a mark-up rate no greater than 28% of the Resource hourly rate. The sum of the Resource hourly rate plus the mark-up rate will cover all salary, compensation, applicable employment taxes, insurances, approved travel costs incurred by the resource, and required malpractice costs (including tail coverage) to ensure the Provider fully complies with the terms and conditions of this Contract.

Delivery Orders may include a one-time Recruitment Fee no greater than 20% of the total engagement cost for that Resource.

Delivery Orders shall be invoiced no more frequently than every two weeks.

All invoices, including the final invoice, must be submitted no later than forty-five (45) days after the last day of the month for which the service being billed for was performed. Payments are subject to the Provider's compliance with all items set forth in this Contract and subject to the availability of funds. No payment will be made if the Provider does not comply with these terms

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RIDER A
SCOPE OF WORK

I. TABLE OF CONTENTS

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III. INTRODUCTION/OVERVIEW……..6
IV. DELIVERABLES…….....6
V. PERFORMANCE MEASURES…….……..10
VI. REPORTS……11

II. DEFINITIONS

Term/Acronym	Definition
DDPC	Dorothea Dix Psychiatric Center
Hospitals	Dorothea Dix Psychiatric Center (DDPC) and Riverview Psychiatric Center (RPC). a. DDPC located at 656 State Street, Bangor, Maine and 81 State Hospital Drive, Bangor, Maine b. RPC located at 250 Arsenal Street, Augusta, Maine
RPC	Riverview Psychiatric Center

A. **Employee** – A Resource who is an employee of the Provider and receives a W-2 at year end.

B. **Engagement** – The specific terms by which the locum tenens resource is expected to work.

C. **Independent Contractor** – A Resource who is self-employed and receives a 1099-Misc at year end.

D. **Medical Staff** – Individuals hired by or contracted with the Provider to provide medical coverage for the admission, treatment, and discharge of patients at the Hospital(s). Medical Staff includes but is not limited to Psychiatrists, Primary Care Physicians, Psychologists, Physician Assistants, Nurse Practitioners, Residents, and/or Clinical Director Assistants.

E. **Resource** – An Employee or Independent Contractor hired by or contracted with the Provider to perform a specific assignment. Resources may include clinical and/or non-clinical staff and may be long-term or short-term assignments.

III. INTRODUCTION/OVERVIEW

The purpose of this agreement is to provide Locum Tenens Services at the Department's psychiatric institutions. The individual resources are medical and clinical professionals who are hired to provide medical coverage for the admission, treatment, and discharge of patients at the hospital(s). They may include, but are not limited to, psychiatrists, primary care physicians, psychologists, physician assistants, nurse practitioners, residents, and/or clinical director assistants.

IV. DELIVERABLES

The Provider shall perform all services and maintain all standards and requirements for services provided under this Agreement, and all Delivery Orders under this Agreement, in accordance with the below:

A. Recruitment Requirements

1. Respond to Locum Tenens recruitment requests made by the Hospital(s) by advertising, screening, interviewing, and all other aspects of recruitment for finding and attracting the potential resources necessary to meet the medical staffing needs of the Hospitals and who will hold the temporarily place of or substitute for a Department medical staff member.
   a. Ensure the response to requests for recruitment:
      i. Have one (1) proposed candidate that meets or exceeds the specifications made by the Hospital(s);
      ii. Are submitted within the timeframe specified by the Hospital(s);
      iii. When requested, include a revised competitive Recruitment and Mark-up rates not to exceed the capped rates identified in the Funding and Payment Rider;
   b. Ensure the Hospital(s) is afforded the opportunity to interview any final candidates identified by the Provider.
   c. All costs associated with pre-Engagement of Locum Tenens shall be the responsibility of the Provider, including but not limited to travel and lodging for interviews.
   d. The Hospital(s) will have the right to accept or reject any offer by the Provider for any proposed Locum Tenens.

B. Pre-Engagement Requirements

1. Facilitate contingent Engagement offers and conducts criminal background checks and/or license verifications in accordance with the Rider D, Section 18 Background Checks, including applicable out-of-State background checks and license verifications, prior to any announced start date of the intended candidate.
   a. Coordinate with the Hospital(s), the Locum Tenens' actual start date.
   b. Provide written notification to the Hospital(s) confirming the approved start date.
2. Work with the selected Locum Tenens to ensure they:
   a. Receive and pass a pre-Engagement drug screening.
   b. Comply with immunization requires under 22 M.R.S.A. §802 and 10-144 C.M.R. Ch. 264 and the federal Centers for Disease Control and Prevention, Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health-Care Settings, 2005, including but not limited to:
      i. Ensuring all Locum Tenens are free of communicable disease (Hepatitis B, mumps, varicella-zoster, rubella, rubeola, tuberculosis COVID-19, or any other communicable disease as identified by the Hospitals).
         1) The Provider shall be responsible for the cost incurred in providing the documentation of the immune status of Locum Tenens.
         2) If the Locum Tenens is in the process of completing the Hepatitis B vaccine series, ensure evidence of the immunization process is provided to the Hospital(s).
         3) Ensure a signed letter of declination is provided to the Hospital(s) for Locum Tenens who decline the Hepatitis B vaccine.
         4) The Hospital(s) Infection Control Nurse will evaluate the information received and give clearance for the Locum Tenens to begin orientation.
   c. Submit credentials to become privileged as a member of the medical staff, in accordance with the Hospital(s) bylaws, rules and regulations.
      i. Ensure Locum Tenens expedite submission of credentials in order to begin providing services in the required timeframe set forth by the Hospital(s).
   d. Pass a competency assessment approved by the Department.
      i. The Department will provide the Provider with a list of competencies required for each medical staffing position.
      ii. Information obtained from the required orientation and trainings and initial competency assessment shall be used in the Credentialing process to ensure Locum Tenens are qualified to provide medical coverage.
      iii. The Department will conduct periodic competency assessments.
      iv. Initial and periodic competency assessments shall include the time period on which the assessment is based, an assessment of the Locum Tenens clinical judgment and skills, specific instances of treatment outcomes, and evaluations of patient outcomes compared to those for similar medical staff employed by the Hospital(s).

3. Provide written confirmation to the Hospital(s) verifying the selected Locum Tenens file is current and has been provided to the Provider's Human Resource Department, including but not limited to:

a. Application for Engagement;
b. Documentation of current employment verification and background screening;
c. Documentation of a current drug screen;
d. Records of counseling and disciplinary action;
e. Verification of a valid, in good standing Maine license to practice in their respective field from the appropriate licensing board;
    i. Applicable licensure must remain valid, in good standing throughout the term of the Locum Tenens contract for providing coverage services at the Hospital(s).
f. Documentation of education and training (resume or curriculum vitae);
g. Evidence of appropriate knowledge, experience, and competency related to the specific job responsibilities;
    i. A competency assessment shall be provided by the Provider and used by the Hospital(s) to evaluate competency.
h. One (1) annual packet to include yearly evaluations, competency assessments, signed confidentiality statements, and mandatory policies sign-off.
i. Provide a portion of or full documentation of the selected Locum Tenens file upon request of the Hospital(s).

C. <u>Termination/Resignation Requirements</u>

1. Coordinate and facilitate meetings with the Hospital(s) and the Locum Tenens when performance concerns arise.
    a. Prior to discussing termination of Locum Tenens, the Hospital(s) will discuss any issues relating to the individual Locum Tenens with the Provider.
    b. The Hospital and the Provider shall collaborate and conduct any separation of Engagement with the individual Locum Tenens as needed.
    c. Locum Tenens shall be terminated immediately at the discretion of and as directed by the Hospital(s).
2. Notify the Hospital(s) immediately upon discovery of:
    a. Any adverse action being taken by any agency of any state against a Locum Tenens professional license; and/or
    b. If the Locum Tenens professional license expires during their Engagement with the Hospital(s).
3. Immediately terminate Locum Tenens when:
    a. He/she loses medical staff privileges at the Hospital(s) secondary to revocation or suspension of the Locum Tenens license to practice in this State, or conviction of a felony; and/or
    b. He/she loses medical staff privileges at the Hospital(s) due to failure to meet the standards of the Hospital(s) medical staff by-laws.
    c. The Hospital(s) Superintendent directs termination of the Locum Tenens.
4. Ensure the Hospital(s) receive at least thirty (30) calendar days written notice of the resignation of any Locum Tenens.
    a. If Locum Tenens resign or separate from the Hospital(s) without a thirty (30) calendar day written notice or fails to complete their Engagement during the remainder of the thirty (30) calendar day written notice period, the Provider's fees shall be pro-rated based.
5. In the event the Locum Tenen resigns with less than thirty (30) days' notice, the Provider shall have seven (7) calendar days to present a suitable replacement to the Hospital(s) that meets or exceeds the qualifications of the Locum Tenen who resigned.
    a. In the event the Provider is unsuccessful in presenting a candidate that is accepted by the Department, the Provider shall deduct from their invoice to the Department the amount equal to twenty-five (25) percent for every scheduled working day that was less than thirty (30) days.

D. <u>General Requirements</u>

1. Secure medical malpractice insurance coverage for all contracted Locum Tenens through the Provider's insurance carrier with limits of liability equal to or exceeding those required by the Hospitals.
2. Arrange housing for contracted Locum Tenens unless the Department has vacant space available in its existing apartments.
    a. The Department will arrange for a rental vehicle for Locum Tenens, as needed. Arrangements for rental vehicles will be provided by and cost being paid directly from the Hospital(s).
3. Reimburse Locum Tenens for medical coverage provided at the Hospital(s).
    a. Comply with all record keeping requirements for human resources/payroll services.
4. Ensure Locum Tenens who travel as part of his/her Engagement are reimbursed in accordance with

the State's travel policy.
   a. Invoice the Hospital(s) for the allowable travel costs. The invoice shall include details regarding the miles traveled, receipts for expenses and any other necessary documentation.
   b. Adhere to requests for a detailed audit related to travel records within five (5) business days.
   c. All travel must be preapproved by the Department.
5. Comply with all State and federal rules, regulations and applicable standards, Hospital(s) policies and those of any regulatory or accreditation entities as determined by the Department.
6. Ensure Locum Tenens who work remotely comply with all applicable federal and State privacy and security policies.
   a. The Department will provide the necessary technology, tools, and equipment for Locums Tenens to work remotely (i.e. remote access, laptops, cell phones, etc.) in accordance with the State's Office of Information Technology (OIT).
   b. All tools and equipment supplied by the Department and/or OIT shall remain property of the State and shall be returned upon the Locum Tenens separate of assignment from the Hospital.
7. Provide safeguards for Locum Tenens to perform work remotely on behalf of the Department and as approved by the Department.
8. Establish standardized written procedures for the reporting, investigation, follow-up and tracking of any unexpected or sentinel incidents.

E. <u>Locum Tenens Engagement Requirements</u>

1. Provide Locum Tenens as requested by the Hospital(s), on an as-needed basis to provide continuity of care for psychiatric and medical coverage in the admission, treatment, and discharge of patients at the Hospital(s), including but not limited to:
   a. Specific to the scope of the Locum Tenens respective privileges;
   b. Requested hours of coverage;
      i. Each Hospital will provide the specific hours of coverage needed for each Locum Tenens requested.
      ii. Hours of coverage may include, but not be limited to: days, nights, weekends, holidays, after hours, substitute coverage (i.e. vacations, sick leave, etc.)
   c. On-duty Locum Tenens providing after hours coverage at the Hospital(s) shall reside in the Hospital(s) sleeping quarters, at no cost to the Provider or the Locum Tenens.
2. Ensure Locum Tenens:
   a. Comply with and perform expectations to be outlined in the specific Delivery Order.
   b. Maintain required medical Credentialing/licensing and medical staff privileges at the Hospital(s).
      i. Notify the Department and/or Hospital immediately if any action is taken by any agency of any state against the Locum Tenens license to practice or if the practice license expires.
   c. Perform services in accordance with the highest standards of medical care consistent with the standards established in the medical community of which the Hospital(s) is a part, and which may be amended, including:
      i. The professional and ethical standards of the AMA or AOA, APA and TJC as related to the Locum Tenens respective practice type;
      ii. The provisions of the Department and Hospital(s) policies, procedures, by-laws, standards, as may be amended by law, regulation, or court order.
      iii. The Rights of Recipients of Mental Health Services (14-193 C.M.R. Ch. 1);
      iv. Any requirements imposed by the Consent Decree, CMS or the Department as may be amended from time to time; and
      v. All other applicable State and Federal rules, regulations and applicable standards, all hospital policies and those of regulatory bodies (TJC, CMS and the Department's Division of Licensing and Certification).
   d. Do not perform outside practice duties without prior approval of the Hospital(s) designee.
   e. Provide medical and psychiatric treatment to patients who are under the care of the Department's DDPC or RPC, irrespective of the patients' ability to pay.

F. <u>Locum Tenens Orientation and Training Requirements</u>

1. Ensure Locum Tenens attend all required Hospital(s) orientation and trainings, which may include, but not be limited to:
   a. Mandatory orientation and trainings regarding the Hospital's facilities, practices, and procedures;

b. Annual training in Behavioral Response Options (BRO);
c. Behavioral Emergency Response Team (BERT);
d. Bi-annual CPR training/certification;
e. American Health Association (AHA) Basic Life Support (BLS) Healthcare Provider, bi-annually;
f. Non-Abusive Psychological and Physical Intervention (NAPPI);
g. Adult Development;
h. Age Specific Competency;
i. Blood Borne Pathogens;
j. Boundaries and Treatment Modalities;
k. Code of Conduct;
l. Continuous Performance Improvement;
m. Emergency Preparedness;
n. Fire Extinguisher Training;
o. Hazard Communication;
p. Confidentiality;
q. Patient Rights;
r. Risk Management/Mandatory Reporting/Extreme Weather;
s. Sexual Harassment;
t. Suicide Prevention Training; and/or
u. Trauma and Sexual Abuse Training.

G. <u>Conversion of the Locum Tenens to State Employment</u>

1. Cooperate with the Department in the instance of the Locum Tenens being selected to be hired under a State payroll line or a long-term contract with the Hospital(s), in converting the Locum Tenens in an efficient, effective, and timely manner, and in accordance with State human resources procedures.
   a. The Department will pay the Provider a Liquidation Fee according to the following structure:
      i. The maximum payment will be equal to ten (10) percent of the cost of first six (6) months of the engagement.
      ii. No Liquidation Fees will be made to the Provider for transitions after the initial six (6) months of the engagement.
      iii. If the Locum Tenen is hired in the first six months, the payment will be prorated by applying to the number of months remaining in the first six (6) months of the engagement from the original six (6) months.
         1. For example, if four (4) months into the engagement, the provider would be entitled to one third (1/3) of the maximum payment.
         2. The math would be (6 months – 4 months) / 6 months.

V. <u>PERFORMANCE MEASURES</u>

In performing all services under this Agreement, the Provider shall achieve all Performance Measures listed within the Mandatory Performance Measures table directly below. Failure to achieve such Performance Measures may result in the Department withholding Agreement payment(s) to the Provider, at the discretion of the Department. The Provider shall provide additional Supportive Documentation as indicated within the table, for Department validation of the summary data submitted within the Performance Measures Report.

1. Perform all services under the contract by achieving all Performance Measures listed within the table below.
a. Submit data to support the performance measures outlined by submitting reports as outlined in the Required Reports table below. Submit data within the timeframes as outlined in the Reporting Schedule table below.
b. Provide additional supportive documentation for Department validation of the data submitted as reasonably requested by the Department.

PROVIDER MANDATORY PERFORMANCE MEASURES			
Performance Measure Letter:	**Performance Measure**	**Assessment Cycle**	**Supportive Documentation**
A.	# of days from date of request by Hospital that the Provider provides at least one (1) acceptable candidate	Quarterly	Evidence of date of Hospital request and Hospital's acceptance of at least one (1) candidate.
B.	# of days from acceptance of candidate by Hospital until all background checks and credentialing are provided to Hospital	Quarterly	Evidence of the date Hospital accepted candidate and date final background check/ credentials provided to the Hospital.
C.	% of candidates presented to Hospital that are deemed acceptable to Hospital	Quarterly	Names of candidates provided to, and names of candidates deemed acceptable to Hospital.
D.	% Locum Tenens who complete their contract term	Quarterly	Names of Locum Tenens, start dates of contracts and finish dates of contracts.
E.	% of Locum Tenens with any Hospital- initiated disciplinary action	Quarterly	Number of Locum Tenens for which the Provider has received notice of disciplinary action by the Hospital, and total number of Locum Tenens contracted to Hospital.

VI. REPORTS

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report or On-Site Visit:	**Description or Appendix #:**
a.	Performance Measures Report	Demonstrates evidence of successful recruitment, retention and performance of engagement terms.
b.	Competency Assessment	Demonstrates competency of the Locum Tenens being considered for Engagement.
c.	Cost Report	Includes the compensation paid to Locum Tenens and the awarded Bidder's costs.

B. Reporting Schedule for Above listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report or On-Site Visit:	**Period Captured by Report or on-site visit:** *("Each year/quarter/ month/week")*	**Due Date:** *("# days after each year/quarter/ month/week")*	**Submit reports in accordance with Department and Provider Point of**

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				Contacts Section of this Agreement to:
a.	Performance Measures Report	Each Quarter	Thirty (30) Days After Each Quarter.	Program Administrator
b.	Competency Assessment	Point-in-Time	Prior to Locum Tenens Engagement.	Program Administrator
c.	Cost Report	Each Quarter	Fifteen (15) Days After Each Quarter.	Program Administrator

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 reasonably requested by the Contract Administrator.

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RIDER B
TERMS AND CONDITIONS

1. 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.

2. INDEPENDENT CAPACITY. In the performance of this Contract, 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.

3. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary, to ensure proper execution. He/she shall certify to the Department when payments under the Contract 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.

4. CHANGES IN THE WORK. The Department may order changes in the work, the Contract 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.

5. SUB-AGREEMENTS. Unless provided for in this Contract, 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 Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract 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.

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

7. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

   a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract 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

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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 Contract, 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 Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract 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. Providers and subcontractors with Contracts in excess of $50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract 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.

8. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.

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

10. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would

make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

11. TERMINATION. (a)The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract 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 date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.

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

13. GOVERNING LAW. This Contract 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 Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

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

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

17. 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 Contract with adequate liability coverage to protect itself and the Department from

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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 Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

18. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.

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

20. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

    Exceptions Riders
    Rider B Terms and Conditions
    Rider A Scope of Work
    Funding and Payment Rider
    Rider D Included at Department's Discretion
    Rider E Included at Department's Discretion
    Rider F Included at Department's Discretion
    Rider G Identification of Country in which contracted work will be performed
    Business Associate Agreement included at Department's Discretion
    Other Included at Department's Discretion

21. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.

22. 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 Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

23. ENTIRE CONTRACT. This document contains the entire Contract 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 Contract 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 Contract, or to exercise an option or election under the Contract, 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 Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the

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Contract or at law.

24. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

25. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER D
ADDITIONAL REQUIREMENTS

1. CONFIDENTIALITY. To the extent that the services carried out under this Agreement involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through the Department ("Protected Information"), the Provider agrees to a) maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and Department policy, b) contact the Department within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and c) cooperate with the Department in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by the Provider or one of its subcontractors or agents, the Provider agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by the Department as a result of such breach."

   To the extent the Provider under this Agreement is considered a Business Associate under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and its updates and associated regulatory requirements, rules and standards, including those issued under the Health Information Technology for Economic and Clinical Care Act (HITECH), the Provider shall execute the Department's Business Associate Agreement template (BA Agreement). The terms of the BA Agreement shall be incorporated into this Agreement by reference. Provider agrees that failure of Provider to execute and deliver such BA Agreement to the Department or to adhere to the terms of the BA Agreement shall result in breach of the underlying Agreement, and that remedies available to the Department for breach of the Agreement apply hereto.

2. LOBBY. 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: https://www.gsa.gov/forms-library/disclosure-lobbying-activities.

3. DRUG-FREE WORKPLACE. By signing this Agreement, the Provider certifies that it shall comply with the drug-free workplace requirements of the Drug-Free Workplace Act (41 U.S.C. Ch. 81) by:

   a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the provider's workplace and specifying the actions that will be taken against employees for violations of the prohibition;

   b) establishing a drug-free awareness program to inform employees about—

      i) the dangers of drug abuse in the workplace;

      ii) the provider's policy of maintaining a drug-free workplace;

      iii) available drug counseling, rehabilitation, and employee assistance programs; and

      (iv) the penalties that may be imposed on employees for drug abuse violations;

   c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph (a);

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d) notifying the employee in the statement required by subparagraph (a) that as a condition of employment in the contract the employee will—

i) abide by the terms of the statement; and

ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

e) notifying the Department ten (10) days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of a conviction;

f) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 8104 of this title; and

g) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a) to (f).

4. 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, Agreement, 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.

5. MEDICARE AND MAINECARE ANITI-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.

6. 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.

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

8. 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.

9. PROVIDER RESPONSIBLITIES / SUB AGREEMENTS. The Provider is solely responsible for fulfillment of this Agreement with the Department. The Provider assumes responsibility for all services

offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.

a) Sub-agreements.

i) All sub-agreements must contain the assurances of Rider B, Rider D, and Rider I of this Agreement;

ii) All sub-agreements must be signed and delivered to the Department's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.

iii) See Rider B Section 5.

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. The Provider is responsible for ensuring that all staff, employees, subcontractors, or other individuals or entities providing any services on behalf of the Provider clearly explain, verbally and in writing, to clients and families their relationship to the Provider and the Provider's relationship to the Department.

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 14.

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

11. NO RULES OF CONSTRUCTIONS. 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.

12. 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, #8]

13. WHISTLEBLOWER PROTECTION.
    a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

    b) The Provider shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

    c) The Provider shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

14. FUNDING SOURCES REDUCED. Notwithstanding any other provision of this Agreement, if the United States Government or any department of the United States Government, has de-appropriated or suspended funds for this Agreement, or where the Governor of the State of Maine has curtailed funds for this Agreement then the Department is not obligated to make payment under this Agreement to the

extent of such de-appropriation, suspension or curtailment of funds. In the event of such de-appropriation, suspension or curtailment of funds, the Agreement shall be modified accordingly.

15. CHANGE OF OPERATIONS. The Provider shall report to the Agreement Administrator and Program Administrator any anticipated changes of the Provider's operations, including but not limited to mergers, acquisitions, or closings, at the earliest possible date and no later than sixty (60) days prior to the anticipated closure date, with the exception of reasonably unforeseen circumstance.

16. TOBACCO FREE FACILITY. This policy outlines the prohibited use of tobacco products (cigarettes, cigars, chewing tobacco and any other tobacco-related substance) on the campus. This policy is applicable to all hospital staff, patients, physicians, visitors, students, volunteers, vendors, contracted and per diem employees.

17. FRAGRANCE FREE ENVIRONMENT. Chemical compositions in many fragrances pose health risks to some people. Therefore, in an effort to promote a healthy environment, The Department prohibits the use of perfume, cologne, and heavily scented products within the hospital.

    This policy will apply to staff, visitors and all those served by the hospital.

    Staff, patients and all visitors to the Hospital are requested to avoid the use of personal fragrances such as perfumes and colognes. The policy also addresses "heavily scented products" which include air fresheners, scented candles, potpourri and other similar personal fragrance products.

18. BACKGROUND CHECKS. The Provider agrees to conduct background checks on all employees, temporary staff persons, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this Agreement. The results of each background check shall be made available to the Program Administrator within five (5) days of completion and prior to the person providing services under this agreement. The cost of performing each background check shall be the responsibility of the Provider. The methods of performing the background checks must first be approved by the Department in writing and will include information from the Bureau of Motor Vehicles, the Sex Offender Registry, and the Maine State Bureau of Investigation. If services to be provided under this agreement include services to minor children then the background check will include information from the Department's Office of Child and Family Services regarding substantiated findings of abuse or neglect of a child. If services to be provided under this agreement are to be performed by a person who is professionally licensed then the background check will include information from the appropriate licensing board or entity regarding the status of the person's license. The Provider must receive written permission from the Department before making any changes to such methods.

    The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this Agreement if that person has a record of:

    a) any criminal conviction that involves client abuse, neglect or exploitation;

    b) any 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; or

    c) any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim.

    The Provider shall not hire or retain in any capacity any person who may directly provide services to a client who is minor child under this Agreement if that person has a record of substantiated abuse or neglect of a child.

    The Provider shall not hire or retain a person to perform any service under this agreement that is required to be performed by a person with an appropriate license unless it has confirmation from the appropriate licensing board or entity that the person has a license in good standing.

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19. TANF SUBRECIPIENT REQUIREMENTS. To the extent the contract utilizes Temporary Assistance for Needy Families (TANF) funding, the provider acknowledges that it is aware of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR 200 (Uniform Guidance), that TANF block grant funding is being used to fund the contract, to what extent TANF funding is being used and that TANF is governed by the Social Security Act, Title IV (Part A of Title IV), and TANF Regulations 45 CFR Chapter II (Parts 260 through 265)) and that it agrees that it shall:

    a) Ensure that funds are expended in accordance with state laws and procedures for the state's own funds and allow the Department to review the Provider's financial management system, in accordance with 2 CFR 200.302.

    b) Ensure that effective internal controls are used, which includes complying with federal statutes and taking prompt action in instances of non-compliance, in accordance with 2 CFR 200.303.

    c) Ensure that funds are spent in accordance with 2 CFR 200.305.

    d) Monitor program performance and, if required, submit performance reports, data on program objectives and the progress towards meeting those objectives, and additional pertinent data, in accordance with 2 CFR 200.328.

    e) Retain program, financial and statistical records for at least five years from the end of each program year, in accordance with 2 CFR 200.333.

    f) Conduct a Single Audit in accordance with 2 CFR 200 Subpart F, if applicable.

20. CLEAN AIR AND CLEAN WATER. By signing this agreement, the Provider agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

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

☒ United States. Please identify state: Maine

☐ Other. Please identify country: Enter Country

Notification of Changes to the Information

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Hospital Contract Staffing Delivery Order Authorization Form

I. Master Agreement Reference:

Department:	Health and Human Services
Provider:	22nd Century Technologies, Inc.
Master Agreement Number	MA 18P 21030200000000000086
DHHS Master Agreement Number	DRPC-21-707

II. Delivery Order Reference:

DHHS Agreement Number		DHHS DO Number	
Hospital			
Start Date			
End Date			
DO Amount	$		
Contact Name and Title			

III. Amendment Reference:

Revised End Date	
Amendment DO Amount	$
Revised DO Amount	$

Amendment Reason	

IV. Delivery Order Staffing:

Resource Name and Title	Resource Hourly Rate	Mark-up Rate (28%)	Billable Rate	Maximum Hours	Total Projected Amount

The sum of the Resource Hourly Rate plus the Mark-up Rate multiplied by the maximum hours will cover all salary, compensation, applicable employment taxes, insurances, approved travel costs incurred by the Resource, and required malpractice costs (including tail coverage) to ensure the Provider fully complies with the terms and conditions of this Contract. Only hours worked are billable to the Department. Any paid time off hours granted to the Resource by the Provider are not billable to the Department.

V. General Job Information:

1. **Overview** Provide an overview of the work, briefly summarizing the job, the main purpose, the objectives, and the results expected.
2. Resource Supervisor Identify the person (name and title) to whom this resource reports.
3. **Knowledge, Skills and Certifications** Identify specific qualifications needed to perform the job including: Knowledge, skills, education, experience, training, and technical skills.
4. **Duties and Deliverable** – Outline of specific job duties: Identify specific duties required of the resource, as well as any expected deliverables.
5. **Schedule** Provide summary of work schedule, including normal working hours, on-call expectations, allowed time off (which is non-billable)

VI. Additional Requirements

1. Contracted Hours
   a. Normal hours may be changed upon prior written approval from the Resource Supervisor.
   b. Changes to normal contracted hours, such as time away from the Hospital, must have prior written approval from the Resource Supervisor.

2. Termination
   a. The work under this Delivery Order may be terminated by the Department in whole, or in part, (i) immediately upon the best interest of the Department; (ii) at will by the Provider with 30 day's written notice.

VII. Delivery Order Approvals

Department of Health and Human Services	**22nd Century Technologies, Inc.**
Signature **Benjamin Mann, Deputy Commissioner of Finance**	Signature **Kulpreet Singh, Director - Sales**
Date _____	**Date** _____

DISCLAIMER: This Delivery Order (DO) is not official until notification is received from the Department.

Invoices will be sent to the Contract Administrator as well as
Riverview Psychiatric Center Business Office
250 Arsenal Street
11 State House Station
Augusta, Maine 04332-0011
Email: RPCBusinessOffice.DHHS@maine.gov
Fax: (207) 287-7205
Telephone: (207) 624-4680

or

Dorothea Dix Psychiatric Center Business Office
656 State Street
Bangor, Maine 04401
Email: DDPCBusinessOffice@maine.gov
Fax: (207) 941-4444
Telephone: (207) 561-5409