

Encumbrance #: CT-10A-20110616*6599
DHHS Agreement #: CDC-12-468
Vendor/Customer #: VC1000073478

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

THIS AGREEMENT, made this 11th day of July, 2011, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and City of Portland, mailing address 389 Congress St, Portland ME 04101, physical address same, hereinafter called "Provider", for the period of August 10, 2011 to August 9, 2012.

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

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

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Other Riders
- Rider D - Additional 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 Agreement is consistent with Executive Order 01 FY 11/12 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: 
William W. Boeschstein Jr., Chief Operating Officer

And

CITY OF PORTLAND

By: 
Patricia Finnigan, Acting City Manager

Total Agreement Amount: \$135,000

Approved: 
Chair, State Procurement Review Committee

AUG 10 2011

ENCUMBERED
AUG 10 2011
STATE CONTROLLER



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

DHHS Agreement # CDC-12-468
AdvantageME CT # CT-10A-20110616*6599

Community Agency Name: City of Portland

Address: 389 Congress St, Portland ME 04101

Program Name: Strategic National Stockpile

Service: Cities Readiness Initiative

Geographic Area Served: Southern Maine

DHHS District # 1,2

DHHS Region # 1

Vendor/Customer #: VC1000073478

Agency Fiscal Year: July to June

FOR DEPARTMENT USE ONLY

Agreement Period

Type of Agreement

Effective Date: 8/10/2011

Termination Date: 8/9/2012

Amended Effective Date: _____

Amended Termination Date: _____

Contract-State Services

Grant- Client Services

New

Renewal

Amendment

Budget Revision

CFDA #	ACCOUNT #	FY 2012 Encumbrance	FY 2013 Encumbrance	Agreement Total
1. 93.069	013-10A-2552-03-6401-2552BTA	\$123,750	\$11,250	\$135,000
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
TOTALS		\$123,750	\$11,250	\$135,000

Agreement Routing:

Agreement Administrator

Sue Dowdy

Purchased Services Manager

John Costello

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of services detailed in Section III, Service Specifications/Performance Guidelines, of this Rider. The sources of funds and compliance requirements for this Agreement follow:

A. State General Fund \$ _____

Use of funds shall be in accordance with requirements detailed in the Maine Uniform Accounting and Auditing Practices for Community Agencies (CMR 10-144, Chapter 30); and with the terms of this Agreement.

B. Dedicated/Special Revenue \$ _____

C. Federal Funds \$135,000

Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with Federal OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as applicable; with CMR 10-144, Chapter 30, as applicable; with CMR 10-144, Chapter 30, as applicable; and with the terms of this Agreement.

- | | | |
|-------------------------------------|---|------------------|
| <input checked="" type="checkbox"/> | CFDA# & Description: 93.069
CFDA Title: Public Health Emergency Preparedness
Award name: Public Health Emergency Preparedness
Award no.: 5U90TP116972
Federal awarding agency: US DHHS / US CDC | <u>\$135,000</u> |
| <input type="checkbox"/> | CFDA# & Description (CFDA Title, award name, award no., federal awarding agency): | \$ _____ |
| <input type="checkbox"/> | CFDA# & Description (CFDA Title, award name, award no., federal awarding agency): | \$ _____ |
| <input type="checkbox"/> | CFDA# & Description (CFDA Title, award name, award no., federal awarding agency): | \$ _____ |

II. GENERAL REQUIREMENTS

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

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.

Report Type	Due Date to Maine CDC
First Quarter Report (Aug 10 – Nov 9)	December 24, 2011
Second Quarter Report (Nov 10 – Feb 8)	March 25, 2012
Third Quarter Report (Feb 9 – May 10)	June 24, 2012
Fourth Quarter Report (May 11 – Aug 9)	September 23, 2012
*Agreement Closeout Report	November 7, 2012

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

August 10, 2011 – August 9, 2012

Cities Readiness Initiative:

The Provider will be funded to carry out specific activities related to implementation of the Cities Readiness Initiative (CRI) in the state of Maine. All CRI activities are considered as components of the Department's Maine Center for Disease Control and Prevention (Maine CDC) Strategic National Stockpile (SNS) project. In collaboration with the Department, the Provider will continue to develop one CRI plan that encompasses all areas of Maine CRI MSA (Cumberland, York and Sagadahoc counties). Thus, in Maine there is only one CRI local/planning jurisdiction which includes the entire MSA (Metropolitan Statistical Area).

Service Specifications and Performance Guidelines:

The Department contracts with the Provider for the purpose of the Cities Readiness Initiative (a project of the Maine SNS) to perform specific activities to support the Department's mission with particular focus on the SNS/CRI Project. Therefore, the Provider is considered to be a partner of the Department and will support the following conditions:

- The Provider Division will publicly and assertively support the mission and strategic plans of the Maine CDC.
- Naming: the CRI Project based at the Provider's Public Health Division will be named "The CRI Project, a partnership between Maine CDC and Portland Public Health"
- Branding: any and all material supported with funds provided by the Department will clearly and prominently identify Maine CDC as the funding source for the related activity or publication. This should be by citation and inclusion of the Maine CDC logo.
- Activities and purchased materials and equipment supported with funds provided by the Department are intended for the entire CRI planning jurisdiction.
- The CRI Project will employ and support, as directed and appropriately support the use of the Department's systems and methods as available, such as the Health Alert Network (HAN) and others.
- The CRI Project will participate as agreed to, and appropriately support, new and pilot programs and projects developed by the Department, such as Maine Responds, a project for the registration of volunteer health professionals.
- The CRI Project will participate as requested in meetings, seminars, and planning sessions to assist the Department in the development and refinement of CRI's strategic plans and other strategic initiatives.

It is the expectation of the Department that the activities funded via this contract will be compliant with the following standards:

- National Response Framework and public health best practices
- Command and Control in response to emergency events followed according to defined Federal and State of Maine policies and procedures
- Homeland Security Exercise and Evaluation Program (HSEEP)
- National Incident Management System (NIMS)

Activities:

- The Provider will provide leadership and support for the policies, plans and strategies developed by the Department for CRI preparedness and response as a component of SNS. Planning guidelines, policies, templates and checklists will be provided by Maine CDC.
- The Provider will collaborate with the Department, Southern Regional Resource Center of the Maine CDC, emergency management, and other identified key partners in providing leadership and support to assure completion of specific activities related to Maine's implementation of the Federal Cities Readiness Initiative (CRI) in the Maine CRI MSA (Sagadahoc, Cumberland and York counties).

Deliverables	Timeline
Maintain a part time (60%) Maine CRI MSA Manager to provide oversight, leadership and coordination of CRI activities in coordination with the Maine CDC.	Ongoing through August 9, 2012
Work in coordination with Maine's SNS Program to hire a full-time CRI Program Coordinator whose major responsibilities will include training and exercise for the Maine CRI MSA. Additional responsibilities may include identifying new PODs (Points of Distribution) and developing POD specific plans.	Hire by September 30, 2011
In coordination with the Department, maintain a CRI Multiyear Training and Exercise Plan, in accordance with HSEEP guidance, that: <ul style="list-style-type: none"> • Defines which 3 drills, out of the 8 defined by DSNS (Division of Strategic National Stockpile), will be performed within 2011-2012 project period. • Defines additional priorities for training and exercise (i.e. based upon previous Improvement Plans) for the 2011-2012 project periods. • Meets exercise priorities defined by federal PHEP cooperative agreement guidelines. • Assures at least one functional exercise within the Agreement period, in which partners from York, Cumberland, and Sagadahoc Counties, are included in both exercise planning and exercise play. • Includes planning for a full scale exercise to be conducted in 2013. 	Maintained and shared with Department at least annually or as requested.
Complete the appropriate DSNS worksheet and/or produce an After-Action Report/Improvement Plan for <u>each</u> exercise (see DSNS Exercise Requirements BP11 for guidance).	Ongoing; following the completion of each exercise.
In collaboration with the Department, continued development of the CRI plan for the entire MSA planning jurisdiction utilizing an agreed upon consistent format to assure consistency with the statewide SNS plan and reviewing with all major partners in Sagadahoc, Cumberland and York Counties. In addition, develop	Ongoing through August 9, 2012

pages to designate acceptance and awareness of roles so noted in the CRI plan.	
Continue development of the POD network for the Maine CRI MSA with the development of POD specific security plans.	By August 1, 2012
In collaboration with the Department, develop a written standard operating procedure for the current badging system and participate in all necessary training and testing its use in at least one exercise.	By January 1, 2012
In partnership with the Department, coordinate and collaborate to expand CRI planning activities: <ul style="list-style-type: none"> • Convene a CRI planning group that encompasses key partners from the entire MSA annually. • Continue to expand planning efforts where current gaps in mass dispensing capacity exist in the Maine CRI MSA. • Continue to develop new strategic partnerships within the Maine CRI MSA. 	By March 2012
<ul style="list-style-type: none"> • In partnership with the Department, develop and exercise a Field Operating Guide (FOG) for Points of Dispensing. 	By June 2012

RIDER B
PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT: \$135,000

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

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

Payments may be delayed or reduced when:

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

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds.

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: Sue Dowdy, Grants Manager
Address: 286 Water St, 6th Fl; 11 SHS; Augusta,
ME 04333
Telephone: (207) 287-7310

E-mail Address: Sue.dowdy@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: Kristine Perkins, Director of Public Health Systems
Address: 286 Water St, 6th Fl; 11 SHS; Augusta ME 04333
Telephone: (207) 287-8104
E-mail Address: Kristine.perkins@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. Providers and subcontractors with Agreements 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 Provider 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 PUBLIC RECORDS** As a condition of accepting an Agreement 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 Agreement 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 Agreement and information concerning employee and Agreement oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to Agreements, Agreement extensions and Agreement amendments executed on or after October 1, 2009.
15. **TERMINATION**. The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.
16. **GOVERNMENTAL REQUIREMENTS**. The Provider warrants and represents that it will comply with all governmental ordinances, laws, and regulations.
17. **GOVERNING LAW**. This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
18. **STATE HELD HARMLESS**. The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, without limitation, the following: (i) claims suffered or incurred by any Provider, 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 Agreement 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

1. Rider B, Section 15 ("Termination") shall be amended to include the following: "The Provider may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Department of Health and Human Services."
2. Rider B, Section 18 ("State Held Harmless") shall be amended to include the following at the beginning of the first sentence: "Subject to and within the defenses, immunities and limitation of liability available to the State and/or to the Provider under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et.seq. or other applicable law, [continue with existing Section 18]."
3. Rider B, Section 21 ("Liability Insurance") shall be amended to include the following: "Provider is fully self-insured pursuant to the Maine Tort Claims Act and shall provide the Department with a letter certifying its self insured status upon request."
4. Rider B, Section 26 ("Set Off Rights") shall be deleted in its entirety and replaced by the following: "The State shall have all of its common law, equitable and statutory rights of set-off 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."

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), 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 Agreements that provide only MaineCare funded services.

Please see <http://www.maine.gov/dhhs/audit/social-services/rules.shtml> for details on this requirement.

The Department's Agreement Administrator may approve provider submissions, but has no authority to relieve the provider from being audited according to MAAP and Federal regulations in cases where this approval may be counter to the MAAP and Federal regulations.

- 2. REPORTING SUSPECTED ABUSE OR NEGLECT.** The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 12.
- 3. CONFIDENTIALITY.** The provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated 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 Agreement, 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 Provider'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 Provider'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, 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.

8. **MEDICARE AND MAINECARE ANTI-KICKBACK.** By signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b (b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging

for the referral of an individual to a provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.

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

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

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

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

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

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

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

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

15. REVENUE MAXIMIZATION. The Provider shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance

as may be available to reduce the need for funds from the Department. Agreement 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 Agreement. 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 Agreement if that person has a record of:

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

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

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

17. PROVIDER RESPONSIBILITIES / SUB AGREEMENTS. The Provider is solely responsible for fulfillment of this Agreement with the Department. The Provider assumes responsibility for all services offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.

(a) Sub-agreements.

- i. All sub-agreements must contain the assurances enumerated in Sections 10, 11, and 12 of Rider B and Sections 4, 5, 6, 7 of Rider D;

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

iii. See Rider B Section 8.

(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 G

**IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED**

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

- United States. Please identify state: Maine**
- Other. Please identify country: _____**

Notification of Changes to the Information

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

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 Services (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 of hearing, late deafened, speech impaired and/or nonverbal. The Provider will provide visible or tactile alarms for safety and privacy, telecommunications device for the deaf (TTY), amplified phone or fax machine, and train staff in the use of adaptive equipment. The Provider shall obtain the services of a qualified, licensed sign language interpreter or other adaptive service such as CART or C-Print at no expense to the applicant/client or family member.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any education program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Provider/Contractor receives Federal/State financial assistance from the Department.
5. The Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 781 et. seq., to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the Provider/Contractor agrees as follows:
 - A. That it will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age physical or mental disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Provider/Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Provider/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
 - C. The Provider/Contractor will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Provider/Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - E. Provider/Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

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

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

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

STATE OF MAINE HEALTH AND HUMAN SERVICES REVENUE SUMMARY		City of Portland Cities Readiness Initiative				
AGENCY NAME:		8/10/11				
PROGRAM NAME:		8/9/12				
AGREEMENT START DATE:		CDC-12-468				
AGREEMENT END DATE:						
AGREEMENT # DHHS:						
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
		TOTAL PROGRAMS	SERVICE:	SERVICE:	SERVICE:	SERVICE:
		(this agreement)	PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
1	REVENUE SOURCES					
2	TO BE COST SHARED (Left by Donor or Source (Add rows as needed))					
3	AGREEMENT FEDERAL REVENUE					
4	FEDERAL DHHS AGREEMENT FUNDS	135,000				
5						
6	AGREEMENT STATE REVENUE					
7	STATE DHHS AGREEMENT FUNDS-FHM					
8	STATE DHHS AGREEMENT FUNDS-GF					
9						
10	DEDICATED / SPECIAL REVENUES					
11						
12	UNRESTRICTED COUNTY/MUNICIPAL REVENUE					
13						
14	PRIVATE CLIENT FEES:					
15						
16	UNRESTRICTED REVENUE (Not for specific use by Donor or funds committed to budget by Agency)					
17	TOTAL COST SHARED REVENUE	135,000				
18						
19	NON-COST SHARED REVENUE (Add rows as needed)					
20	MANECARE					
21	IN-KIND					
22	PROGRAM FEES					
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33	TOTAL NON COST SHARED REVENUE	0				
34						
35	TOTAL REVENUE (Lines 18 + 33)	135,000				
36						
37	TOTAL AGENCY-WIDE REVENUE	5,369,353				

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

STATE OF MAINE HEALTH AND HUMAN SERVICES EXPENSE SUMMARY		AGENCY NAME: City of Portland				
PROGRAM NAME: Cities Readiness Initiative		COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	
AGREEMENT START DATE: 8/10/2011		SERVICE:	SERVICE:	SERVICE:	SERVICE:	
AGREEMENT END DATE: 8/9/2012		PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:	
AGREEMENT # DHHS: CDC-12-468						
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
1	TOTAL PROGRAMS (this agreement)		SERVICE:	SERVICE:	SERVICE:	SERVICE:
2			PROGRAM:	PROGRAM:	PROGRAM:	PROGRAM:
3	PERSONNEL EXPENSES					
4	SALARIES/WAGES	89,423				
5	FRINGE BENEFITS	10,000				
6	IN-KIND					
7	TOTAL PERSONNEL EXPENSES	99,423	0	0	0	0
8	EQUIPMENT PURCHASES					
9	SUB RECIPIENT AWARDS					
10	ALL OTHER EXPENSES					
11	OCCUPANCY - DEPRECIATION					
12	OCCUPANCY - INTEREST					
13	OCCUPANCY - RENT					
14	UTILITIES/HEAT					
15	TELEPHONE	900				
16	MAINTENANCE/MINOR REPAIRS					
17	BONDING/INSURANCE					
18	EQUIPMENT RENTAL/LEASE					
19	MATERIALS/SUPPLIES	5,177				
20	DEPRECIATION (Non-occupancy)					
21	FOOD					
22	CLIENT-RELATED TRAVEL	900				
23	OTHER TRAVEL	5,000				
24	CONSULTANTS - DIRECT SERVICE					
25	CONSULTANTS - OTHER	10,000				
26	INDEPENDENT PUBLIC ACCOUNTANTS					
27	TECHNOLOGY SERVICES/SOFTWARE					
28	IN-KIND					
29	MISCELLANEOUS	100				
30	INDIRECT ALLOCATED- G&A	13,500				
31	TOTAL ALL OTHER (Lines 11 through 30)	35,577	0	0	0	0
32	TOTAL EXPENSES (Lines 7, 8, 9, 31)	135,000	0	0	0	0
33	TOTAL AGENCY-WIDE EXPENSES	5,369,353				

STATE OF MAINE HEALTH AND HUMAN SERVICES IN-KIND RESOURCE DONATION	AGENCY NAME:	City of Portland
	PROGRAM NAME:	Cities Readiness Initiative
	AGREEMENT START DATE:	8/10/2011
	AGREEMENT END DATE:	8/9/2012
	AGREEMENT # DHHS:	CDC-12-468

\$ _____ Of In-Kind (describe): _____

Shall be furnished by: _____

Not Applicable

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

FVPG Other (specify) _____

\$ _____ Of In-Kind (describe): _____

Shall be furnished by: _____

Explanation (how was value determined): _____

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

FVPG Other (specify) _____

\$ _____ Of In-Kind (describe): _____

Shall be furnished by: _____

Explanation (how was value determined): _____

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

FVPG Other (specify) _____

STATE OF MAINE
HEALTH AND HUMAN SERVICES
PERSONNEL EXPENSES

AGENCY NAME: City of Portland
PROGRAM NAME: Cities Readiness Initiative
AGREEMENT START DATE: 8/10/2011
AGREEMENT END DATE: 8/9/2012
AGREEMENT # DHHS: CDC-12-468

LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
PERSONNEL EXPENSES (Direct Costs Only, use form 4a for staff in Allocated Indirect Cost)						
	POSITION TITLE & ENCUMBANT'S NAME	CREDENTIAL (eg. MHRT II, LCSW)	AVG. HOURLY RATE	TOTAL SALARY FOR AGREEMENT PERIOD	TOTAL # ANNUAL HOURS SPENT ON PROGRAM	TOTAL PROGRAM SALARY FOR AGREEMENT PERIOD
1	Direct Care/Clinical Staff:					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14	Total FTE					
15	Administrative Staff (non Indirect Allocated)					
16	Program Manager		31.13	60,704	1,170	36,422
17	Program Coordinator		27.18	53,001	1,950	53,001
18						
19						
20	Total FTE					
21	TOTAL					89,423
	COLUMN 7	COLUMN 8	SUMMARY			
22	TOTAL FRINGE BENEFITS					
23	TYPE OF BENEFIT (SPECIFY)	EXPENSE	% SALARY			
24	FICA TAX		1.45%			89,423
25	UNEMPLOYMENT INSURANCE		0.51%			10,000
26	WORKERS' COMPENSATION		2.23%			
27	HEALTH/DENTAL		20.49%			
28	PENSION		6.21%			
29	OTHER		0.00%			
29	TOTAL FRINGE BENEFITS		30.89%			
	COLUMN 9	CONSULTANTS- DIRECT SERVICE				
31	CONSULTANTS- DIRECT SERVICE	Consultant Name	Credential	Hourly Rate	# Annual Hours	Total Cost
32	Service					0
33						0
34						0
35						0
36	TOTAL					0

STATE OF MAINE		City of Portland	
HEALTH AND HUMAN SERVICES		Cities Readiness Initiative	
AGENCY NAME:		8/10/2011	
PROGRAM NAME:		8/9/2012	
AGREEMENT START DATE:		CDC-12-468	
AGREEMENT END DATE:		COLUMN 3	COLUMN 4
INDIRECT ALLOCATION (G&A) SUMMARY		AGREEMENT # DHHS:	
COLUMN 1	COLUMN 2	G&A ALLOCATED TO AGREEMENT PROGRAMS	
CATEGORY OF EXPENSE	TOTAL AGENCY G&A BUDGET	G&A ALLOCATED TO OTHER PROGRAMS	
1	338,082	13,500	324,582
2 TOTAL PERSONNEL EXPENSE	12,550		12,550
3 EQUIPMENT PURCHASES	20,500		20,500
4 ALL OTHER	371,132	13,500	357,632
5 TOTAL AGENCY INDIRECT	100%	4%	96%
6 PERCENT			
7	The City of Portland requires a 10% indirect charge unless that proves too large to run the program, than will accept less.		

STATE OF MAINE		AGENCY NAME:		City of Portland	
HEALTH AND HUMAN SERVICES		PROGRAM NAME:		Cities Readiness Initiative	
		AGREEMENT START DATE:		8/10/2011	
		AGREEMENT END DATE:		8/9/2012	
INDIRECT PERSONNEL SUMMARY		AGREEMENT # DHHS:		CDC-12-468	
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	Public Health Administrator	37.66	73,437	2,250	
3	Program Manager	31.13	60,704	2,250	
4	Senior Accountant	27.97	54,542	2,250	
5	Office Manager	22.46	43,797	2,250	
6	2 Accountants	18.94	73,856	2,250	
7	Account Clerk II	16.28	31,746	2,250	
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21	TOTAL		338,082	13,500	
	COLUMN 5		COLUMN 6		
	TOTAL FRINGE BENEFITS		SUMMARY		
22	TYPE OF BENEFIT (SPECIFY)	% SALARY	EXPENSE	ITEM	
23	FICA TAX			TOTAL SALARY	13,500
24	UNEMPLOYMENT INSURANCE			TOTAL FRINGE	0
25	WORKERS' COMPENSATION				
26	HEALTH/DENTAL				
27	PENSION			TOTAL	13,500
28	OTHER			Remarks:	
29	TOTAL FRINGE BENEFITS	0.00%	0		

STATE OF MAINE HEALTH AND HUMAN SERVICES	AGENCY NAME: City of Portland
	PROGRAM NAME: Cities Readiness Initiative
	AGREEMENT START DATE: 8/10/2011
	AGREEMENT END DATE: 8/9/2012
EXPENSE DETAILS	AGREEMENT # DHHS: CDC-12-468

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF LINE ITEM	AMOUNT (from Form 2)	DETAIL
EQUIPMENT PURCHASES	0	
SUB-RECIPIENT AWARDS	0	
OCCUPANCY - DEPRECIATION	0	
OCCUPANCY - INTEREST	0	
OCCUPANCY - RENT	0	
UTILITIES/HEAT	0	
TELEPHONE	900	
MAINTENANCE/MINOR REPAIRS	0	
BONDING/INSURANCE	0	
EQUIPMENT RENTAL/LEASE	0	
MATERIALS/SUPPLIES	5,177	
DEPRECIATION (Non-occupancy)	0	
FOOD	0	
CLIENT-RELATED TRAVEL	900	
OTHER TRAVEL	5,000	
CONSULTANTS - OTHER	10,000	
INDEPENDENT PUBLIC ACCOUNTANTS	0	
TECHNOLOGY SERVICES/SOFTWARE	0	
MISCELLANEOUS	100	

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

(see instructions and MAAP page 10-11)

Community Agency: City of Portland - CRI
 Fiscal Year End:
 Funding Department: DHHS
 Agreement # DHHS: CDC-12-468
 Agreement Period: August 10, 2011 - August 9, 2012
 Agreement Amount: 135,000.00
 Program/Service: Cities Readiness Initiative

Part I -- AGREEMENT TOTALS		<u>REVENUE</u>	<u>EXPENSE</u>	<u>BALANCE</u>
1.)	PER AGREEMENT BUDGET	135,000.00	135,000.00	0.00
<u>AGREEMENT ADJUSTMENTS</u>				
2.)				0.00
3.)				0.00
4.)				0.00
5.)				0.00
6.)				0.00
7.)				0.00
8.)				0.00
9.)	TOTAL ADJUSTMENTS	0.00	0.00	0.00
10.)	TOTALS AVAILABLE FOR COST SHARING	<u>135,000.00</u>	<u>135,000.00</u>	<u>0.00</u>

Part II -- AGREEMENT COST SHARING		<u>% OF BUDGET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>BALANCE</u>
11.)	Agreement # (state funds)	0%			0.00
12.)	Agreement # (federal funds)	100%	135,000.00	135,000.00	0.00
13.)	All Other	0%	0.00	0.00	0.00
14.)	TOTALS	<u>100%</u>	<u>135,000.00</u>	<u>135,000.00</u>	<u>0.00</u>

Notes to Adjustments:

RIDER F-2 AGREEMENT COMPLIANCE FORM

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

 X Review the Federal compliance requirements specific to the following CFDA identifiers:
 CFDA # 93.069 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:

- | | | |
|-------------------|---|--|
| <u> X </u> | 1.) INTERNAL CONTROL | |
| <u> X </u> | 2.) STANDARD ADMINISTRATIVE PRACTICES | |
| | <u> A </u> OMB A-110/Common Rule | <u> B </u> Department Additions |
| | General | |
| | Pre-award Requirements | |
| | Financial and Program Management | Standards for Bonding |
| | Property Standards | Program Budget |
| | Procurement Standards | |
| | Reports and Records | |
| | Termination and Enforcement | |
| | After the Award Requirements | |
| <u> X </u> | 3.) ACTIVITIES ALLOWED OR UNALLOWED | <u> </u> Rider A Section III |
| <u> X </u> | 4.) ALLOWABLE COSTS/COST PRINCIPLES | |
| | <u> X </u> OMB A-122 <u> </u> OMB A-87 | <u> </u> OMB A-21 |
| <u> </u> | 5.) CASH MANAGEMENT | <u> </u> |
| <u> </u> | 6.) ELIGIBILITY | <u> </u> |
| <u> </u> | 7.) EQUIPMENT AND REAL PROPERTY MANAGEMENT | <u> </u> |
| <u> </u> | 8.) MATCHING, LEVEL OF EFFORT, EARMARKING | <u> </u> |
| <u> X </u> | 9.) PERIOD OF AVAILABILITY OF FUNDS | <u> </u> OMB Circular A-110§ 28 |
| <u> X </u> | 10.) PROCUREMENT AND SUSPENSION AND DEBARMENT | <u> </u> Rider D Section 6 |
| <u> </u> | 11.) PROGRAM INCOME | <u> </u> |
| <u> X </u> | 12.) REPORTING | <u> </u> Rider A Section II |
| <u> </u> | 13.) SUBRECIPIENT MONITORING | <u> </u> |
| <u> </u> | 14.) SPECIAL TESTS AND PROVISIONS | <u> </u> |
| <u> X </u> | 15.) AGREEMENT SETTLEMENT: | |
| | (Check all that are applicable) | |
| | COST SHARING | <u> </u> X |
| | NON-COST SHARING | <u> </u> |
| | LINE ITEM EXPENSE | <u> </u> |
| | FEE FOR SERVICE | <u> </u> |

STATE OF MAINE
DIVISION OF PURCHASE

2011 JUL 29 A 7:43