

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

THIS AGREEMENT, made this 23rd day of July, 2006, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and Hancock County Planning Commission, mailing address 395 State Street Ellsworth, Maine 04605, physical address 395 State Street Ellsworth, Maine 04605

hereinafter called "Provider, for the period of 09/01/2006 to 06/30/2007.

The Employer Identification Number of the Provider is E01-0310087.

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

- Rider A -- Specifications of Work to be Performed
- Rider B -- Payment and Other Provisions
- Rider C -- Rider B Exceptions
- Rider D -- Additional Requirements
- Rider E -- Program Requirements
- Rider F -- F-2 Agreement Compliance Form;
- Rider G -- Provision of Contract Services by Foreign Nationals or Work Performed

Abroad

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Geoffrey W. Green, Deputy Commissioner for Operations and Support

And

Hancock County Planning Commission

By: _____

Thomas E. Martin, Executive Director

Total Agreement Amount: \$80,000

Approved: _____

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

PROVIDER SUMMARY PAGE

| | | |
|------------------------------------|--|---|
| Community Agency/ Program Name: | Hancock County Planning Commission | Strategic Planning and Environmental Programming |
| Executive Director: | Thomas | E Martin |
| Telephone #: | 207-667-7131 | Fax #: 207-667-2099 |
| Address: | 395 State Street, Ellsworth | ME 04605 |
| E-mail address: | tmartin@hpcme.org | |
| Agreement Contact Person: | James | H Fisher |
| Telephone #: | 207-667-7131 | Fax #: 207-667-2099 |
| Address: | 395 State Street, Ellsworth | ME 04605 |
| E-mail address: | jfisher@hpcme.org | |
| Fiscal Contact Person: | Sheri | G Walsh |
| Telephone #: | 207-667-7131 | Fax #: 207-667-2099 |
| Address: | 395 State Street, Ellsworth | ME 04605 |
| E-mail address: | hpc@hpcme.org | |

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED
for Strategic Planning and Environmental Programming (SPEP) Phases I & II

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of substance abuse prevention strategic planning services and the implementation of environmental substance abuse prevention programming. The level of funding and service descriptions are detailed in Section III Service Specifications and Performance Guidelines and summarized in Budget Form 6 Summary of Services Purchased.

II. GENERAL REQUIREMENTS

Reporting

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

- A. Quarterly Financial Reports are accumulative in nature, reflecting income and expenses for the entire contract period to date, and are due the 30th of October, January, April and July.
- B. Final Financial Report, representing the program's total income and expenses position at the time the contract formally ends, is due within 60 days of contract termination in a format required by OSA.
- C. Quarterly Prevention Narrative Reports, documenting project progress due the 30th of October, January, and April. **Separate quarterly narrative reports must be submitted for Phase I and Phase II.**
- D. **For Phase I:** The three deliverables will serve as the Final Prevention Narrative Report. **For Phase II:** A Final Prevention Narrative Report, documenting program performance, is due within 60 days of contract termination.

Program

- F. Attend up to five project-specific meetings in Augusta (see items G, I and J below)
- G. Attend Annual Provider meeting

Coordinating Requirements

- H. **For Phase I:** Coordinate with local partners in the performance of the work.

| | |
|--|-------------------------------------|
| Please list core planning partner organizations for <i>Phase I</i> here: | |
| Hancock County Planning Commission | Coastal Hancock Healthy Communities |
| Hancock County Sheriff's Office | Healthy Acadia |
| Bucksport Bay Healthy Communities | Healthy Peninsula |

- I. Prevention Centers of Excellence
Providers will actively work with the SPF-SIG-funded Prevention Centers of Excellence and take advantage of available training, technical assistance, and networking/support opportunities.
- J. Data and Evaluation training
Providers will participate in trainings made available by the state

epidemiologist and the project evaluators.

The Provider understands that the reports are due within the timeframes established and that the Department may hold subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

Additionally, in cases of the Provider's non-compliance with these reporting requirements, as applicable the Department may contact the Department of Health and Human Services', Bureau of Medical Services to request suspension of MaineCare payments until the problem is resolved.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Department in accordance with 34-B M.R.S.A. §1207 and in accordance with Section 6 of Rider B of this Agreement.

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

A. DESCRIPTION OF SERVICES *for PHASE I*

1. Prevention Program Description / Overview

The purpose of this *Phase I* project is to support Strategic Planning in such a way as to establish and/or strengthen a coordinated county-level prevention infrastructure that will:

- Build partnerships across existing community coalitions, organizations, agencies, schools, and other partners;
- Build on the strengths that already exist in the local prevention infrastructure; and
- Begin to fill gaps where there are communities and/or subpopulations that are not served sufficiently by existing prevention programs and coalitions.

Part of this work is the development of a leadership and coordination structure that will:

- **Engage all local partners** (including prevention-related coalitions and representatives of community sectors such as schools, law enforcement, health care providers, municipalities, etc.) who have a commitment to, and experience in, substance abuse prevention into a countywide (or multi-county) network/infrastructure;
- **Strengthen relationships with other partners** engaged in prevention, health promotion and public health efforts, and coordinate substance abuse prevention strategies with other prevention, health promotion, and public health strategies;
- **Coordinate efforts** of local partners into a strategic countywide effort to build substance abuse prevention capacity, and integrate local and countywide plans with the SPF-SIG state strategic plan and the state health plan.
- **Develop ways to fill gaps** in current efforts so that there is greater opportunity for needs to be met, including in communities that are not fully covered by the existing coalition/service delivery infrastructure;
- **Build capacity county-wide to implement evidence-based prevention** programs, policies, and practices at the local level;
- Work together with OSA, the Governor's Public Health Workgroup, the Maine CDC, and other partners to **develop a sustainable prevention/public health infrastructure**, and to integrate the infrastructure developed under this project with the infrastructure envisioned in the State Health Plan that is under development.

During *Phase I*, providers will pull together all previous substance-abuse related needs & resources assessments within the county into a coherent county-wide assessment, and fill gaps for all geographic areas, high-risk subpopulations, and/or age groups that have not previously or recently been assessed. In addition, all current substance-abuse related strategic plans within the county will be joined into a coherent county-wide

strategic plan. The plan will identify overlaps in resources and prevention services, as well as gaps, including gaps in prevention services for geographic areas, high-risk subpopulations, and age groups that have not previously or recently been planned for.

Both the needs/resources assessments and the strategic plans should focus on two aspects of local needs: generalized county-wide needs and local unique variations that define specific geographic, sub-population, or age-group need. Providers will develop a budget and future funding plan to implement priority components of the strategic plan. This will include identifying priority strategies within the county's strategic plan that align with the state SPF-SIG strategic plan and the state health plan. For other priority strategies identified in a county's strategic plan that may not align with the state SPF-SIG strategic plan, providers will begin to identify resources from sources other than the SPF-SIG to address these priorities.

2. Deliverables for Phase I (All due no later than June 30, 2007)

The provider is required to secure the participation of a wide variety of local collaborators in the development of the deliverables described below.

a. Needs, Resources and Readiness Assessment

The Needs, Resources and Readiness Assessment must focus primarily on substance abuse prevention issues, although it may be important to consider the links between substance abuse and other health, safety and quality of life issues. It will compile:

1. the results of previous needs and resources assessments conducted by a wide variety of coalitions and other organizations within the county-wide area;
2. data supplied by OSA's epidemiologist;
3. results from any local focus groups to help assess need and resources;
4. the results of a self-administered Readiness/Capacity Assessment that examines various aspects of readiness for further infrastructure and programming efforts (note: this will be a different and more in-depth readiness assessment than the tool provided in Appendix B of the RFP);
5. additional data/information to fill information gaps identified in the available assessments compiled; and
6. a listing of critical data/information on both needs and resources that are not currently available but for which collection strategies will be incorporated into the strategic plan for future development.

(Note: A guide and suggested format for the assessment and strategic plan, including the readiness assessment tool will be provided by September 1, 2006.)

b. Strategic Plan¹

This plan will be created by local prevention leaders and other collaborators within the county. Strategic plans will contain at a minimum:

1. description of the identified geographic areas covered and all of the collaborating partners.
2. description of the information that was used (types and sources) and the processes used to interpret information and make collaborative decisions.

¹ The Strategic Plan will need to be provided electronically. OSA may post Strategic Plans on the OSA web site to facilitate information sharing.

3. documentation of community participation in planning, including key partners, organizations, institutions, individuals, and population groups such as parents and youth and the general public.
4. summary of findings on local needs, resources, and readiness.
5. a vision and strategies for organizing and implementing prevention efforts.
6. priorities developed for the next three to five years and a plan for continuing the collaborative planning process during and beyond that time.
7. measurable outcomes, including performance measures and baseline data against which progress can be monitored.
8. a work plan for strategies to begin in the year after the plan is created.
9. a plan for developing/attaining the funding and resources needed to implement the priorities identified in #6 above.

c. Memoranda of Understanding for Strategic Plan Implementation

MOUs that describe the arrangements/agreements worked out among partners in the county to implement the strategic plan. These must cover at least the implementation plan for activities in the 2007-08 year after the planning process ends (#b.8 above). A format for the MOUs will be part of the guide developed by OSA.

3. Geographic coverage information for Phase I

County served: Hancock County If you are including any areas/towns in a different county, please list them: Isle Au Haut

To address the issue of county-wide coverage at the start of the strategic planning effort, please list the names of the towns in your service area in the following classification table:

| 1 | 2 | 3 |
|---|---|---|
| Towns already represented in planning activities for this strategic planning effort | Towns minimally or not yet involved, but where securing involvement is planned with no anticipated difficulty | Towns not yet involved, which will require more effort in order to enlist their involvement in strategic planning |
| Bar Harbor | Castine | Amherst |
| Blue Hill | Dedham | Aurora |
| Brooklin | Franklin | Eastbrook |
| Brooksville | Hancock | Great Pond |
| Bucksport | Orland | Isle Au Haut |
| Cranberry Isles | Sorrento | Osborn |
| Deer Isle | Winter Harbor | Swans Island |
| Ellsworth | | Waltham |
| Frenchboro | | |
| Gouldsboro | | |
| Lamoine | | |
| Mariaville | | |
| Mount Desert | | |
| Otis | | |
| Penobscot | | |
| Sedgwick | | |
| Southwest Harbor | | |
| Sullivan | | |
| Stonington | | |
| Surry | | |
| Tremont | | |
| Trenton | | |
| Verona Island | | |

Barriers the provider will need to address in order to effectively include towns/areas in column 3:

- ◆ Smallest towns have minimal administrative capacity and a shortage of people available to participate in this planning initiative. Many of the smaller towns intentionally limit their engagement in activities like this in order to avoid volunteer “burn-out”. Travel times are another barrier, particularly for the three outer island towns where ferry service is limited.
- ◆ Scheduling meetings and outreach activities in smaller towns is challenge. Town offices are open only a few hours per week.

PHASE I Detailed Workplan for Strategic Planning

Contact Name and Organization: Hancock County Planning Commission
Contact Phone and E-mail Address: (207) 667-7131 / hpcp@hpcpme.org

| Activities/Tasks | Timeframe <i>Beginning and end dates</i> | Who Is Responsible? <i>Individuals/ groups who will carry out action steps</i> | With whom will you coordinate? <i>Individuals/groups who will assist or support the activity, if applicable</i> |
|---|--|--|---|
| Deliverable: Needs and Resources Assessment | | | |
| ▪ Collate existing research, assessments, studies (<i>all substance abuse / all ages</i>) | 09/06 –10/06 | HCPC | HMP/HCC, OSA |
| ▪ Conduct SWOT analysis with network partners | 10/06-11/06 | HCPC | HMP/HCC, HCSO |
| ▪ Conduct Coalition Outreach Meetings | 01/07-02/07 | HMP/HCC | HCPC, HCSO |
| Deliverable: Strategic Plan | | | |
| ▪ Prepare Assets and Issues Report | 11/06-12/06 | HCPC | HMP/HCC, HCSO |
| ▪ Prepare Vision, Goals, Objectives & Strategies (<i>all substance abuse / all ages</i>) | 01/07-03/07 | HCPC | HMP/HCC, HCSO |
| ▪ Finalize Substance Abuse Prevention Plan | 05/07-06/07 | HCPC | HMP/HCC, HCSO |
| Deliverable: Memoranda of Understanding (MOUs) | | | |
| ▪ Raise public awareness | 01/07-02/07 | HMP/HCC | HCPC, HCSO |
| ▪ Create memoranda of understanding template | 01/07-02/07 | HCPC | HMP/HCC, OSA |
| ▪ Solicit signatories to the MOU | 03/07-05/07 | HCPC, HCSO HMP/HCC | |

Identify Team Members Here (if applicable)
 ▪ HMP/HCC Team = HCSO, BBHC, URHC, HA, HP

5. Time Commitment Chart for Phase I

Please fill out the Time Commitment Chart below. For each task/activity from the far left column of the workplan above provide estimated total hours, including paid staff and in-kind time.

| Phase I Time Commitment Chart | | | | |
|--|---|--------------------|--|--------------------|
| Activity/Task (from workplan) | Estimated Staff Hours Ten month contract budget | | Estimated In-kind Hours from key contributors* | |
| | Name or Title | Total Hours | Name(s) or Title(s) | Total Hours |
| Grant Management | HCPC Director | 16 | | |
| | HCPC Senior Planner | 80 | | |
| | HCPC Admin | 80 | | |
| | HMP/HCC Rep (each) | 0 | | |
| Launch Planning Initiative | HCPC Director | 4 | | |
| | HCPC Senior Planner | 8 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 4 | | |
| Collate existing research, assessments, studies | HCPC Director | 16 | | |
| | HCPC Senior Planner | 24 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 8 | | |
| Conduct SWOT analysis with network partners | HCPC Director | 4 | | |
| | HCPC Senior Planner | 8 | | |
| | HCPC Admin | 0 | | |
| | HMP/HCC Rep (each) | 4 | | |
| Conduct Coalition Outreach Meetings / Raise public awareness | HCPC Director | 16 | | |
| | HCPC Senior Planner | 24 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 80 | | |
| Prepare Assets and Issues Report | HCPC Director | 8 | | |
| | HCPC Senior Planner | 24 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 8 | | |
| Prepare Vision, Goals, Objectives & Strategies | HCPC Director | 16 | | |
| | HCPC Senior Planner | 40 | | |
| | HCPC Admin | 24 | | |
| | HMP/HCC Rep (each) | 8 | | |
| Create memoranda of understanding template | HCPC Director | 8 | | |
| | HCPC Senior Planner | 8 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 4 | | |
| Solicit signatories to the MOU | HCPC Director | 8 | | |
| | HCPC Senior Planner | 8 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 34 | | |
| Finalize Substance Abuse Prevention Plan | HCPC Director | 8 | | |
| | HCPC Senior Planner | 56 | | |
| | HCPC Admin | 8 | | |
| | HMP/HCC Rep (each) | 16 | | |
| TOTAL | HCPC Director | 96 | | |
| | HCPC Senior Planner | 280 | | |
| | HCPC Admin | 160 | | |
| | HMP/HCC Rep (each) | 166 | | |

* Key contributors are those individuals or organizations who contribute significant time to the project.

6. Contract Memoranda of Understanding (MOUs) for *Phase I*:

For each of the activities/tasks in the workplan for which a substantial amount of time will be required of persons who are not directly employed by the provider, create one or more MOUs that name the individual who will do the work and the activities that individual will perform. Attach the signed MOUs to this contract. You may use MOUs submitted with the proposal if they are applicable after taking into consideration reviewer comments.

(NOTE: these MOUs are for the work of the strategic planning process; they are not the same as the MOUs for future implementation activities that are a required deliverable of the project and which are due at the end of the project.)

B. DESCRIPTION OF SERVICES for *PHASE II*

The purpose of *Phase II* is to support local implementation of an environmental approach to reduce underage drinking. *Phase II* projects must address the first factor in the following list and at least 2 of the other intervening environmental factors related to underage drinking:

- √ **Enforcement and the perception of enforcement (required)**
- √ **Ease of access to alcohol and the perception of ease of access to alcohol**
 - Parental attitudes and the perception of parental attitudes
 - Parental monitoring and the perception of parental
 - Social benefits of drinking and the perception of social benefits
- √ **Adult attitudes in the community, and the perception of adult attitudes in community**

Prevention strategies aimed at underage drinking/substance use can be divided into two major approaches, the individual and the environmental approach. Prevention strategies directed at individuals are usually based on an assumption that substance abuse is the result of individual factors (rebelliousness, family history, low academic achievement, favorable attitude towards substance use & anti-social behavior, etc.) whereas an environmental approach takes into account the fact that individuals do not become involved with substances solely on the basis of personal characteristics. Rather, they are influenced by a complex set of factors in the shared environment, such as the rules and regulations of the social institutions to which people belong, the norms of the communities in which they live, the mass media messages to which they are exposed, and the accessibility of alcohol, tobacco, and illicit drugs. Because substance abuse is viewed as a product of the overall system, effective prevention requires making appropriate modifications to the community/environment at large.

Environmental Approach Description/Overview for Phase II

1. Please briefly summarize the environmental strategies or approaches to be implemented for each intervening variable chosen, using the chart below:

| Strategies or Approaches |
|---|
| <p>Intervening Variable: Enforcement and the Perception of Enforcement</p> <ul style="list-style-type: none"> ◆ Continue proactive work with retailers for ID checks ◆ Extend sticker-shock campaign county-wide ◆ Enhancing police surveillance capacity ◆ Implement newly adopted underage drinking procedures |
| <p>Intervening Variable: Ease of access to alcohol and the perception of ease of access to alcohol</p> <ul style="list-style-type: none"> ◆ Encourage retailers to enhance surveillance capacity to prevent theft including enhanced capping systems ◆ County Sheriff and local police conduct compliance checks at local retailers ◆ Facilitate server training for bars and restaurants ◆ Encourage adoption of underage drinking procedures by local police units ◆ Encourage towns to adopt strict alcohol distribution policies for public events ◆ Encourage towns to review alcohol violations when considering liquor license applications and renewals ◆ Enhance curriculum in middle and high schools, including substance abuse content in science, social science and health classes. ◆ Encourage non-punitive alternatives to school suspension |
| <p>Intervening Variable: Adult attitudes in the community, and the perception of adult attitudes in community</p> <ul style="list-style-type: none"> ◆ Engage the press to build awareness of NYAP/Healthy Hancock activities to prevent underage drinking ◆ Engage the press to build awareness of local social norms data about teen substance abuse ◆ Enhance Healthy Hancock website to include more information and resource links on underage drinking ◆ Broadcast live radio call-in programs on underage drinking ◆ Present underage drinking “road show” to adult groups, including PTO’s, Churches, Civic Organizations ◆ Creating Lasting Family Connections Training ◆ Safe Homes |

2. Geographic coverage information for Phase II

I. To address the issue of county-wide coverage at the start of Phase 2, please list the names of the towns in your service area in the following classification table. (**Note:** This table is included here because it cannot be assumed that towns covered in the Phase I (strategic planning) will automatically be covered in Phase II. Implementing environmental approaches may require the involvement of different people and organizations than strategic planning and often brings different kinds of challenges.)

| 1 | 2 | 3 |
|--|--|--|
| Towns already represented in planning activities for this strategic planning effort | Towns minimally or not yet involved, but where securing involvement is planned with no anticipated difficulty | Towns not yet involved, which will require more effort in order to enlist their involvement in strategic planning |
| Bar Harbor | Castine | Amherst |
| Blue Hill | Dedham | Aurora |
| Brooklin | Franklin | Eastbrook |
| Brooksville | Hancock | Great Pond |
| Bucksport | Orland | Isle Au Haut |
| Cranberry Isles | Sorrento | Osborn |
| Deer Isle | Winter Harbor | Swans Island |
| Ellsworth | | Waltham |
| Frenchboro |  | |
| Gouldsboro | | |
| Lamoine | | |
| Mariaville | | |
| Mount Desert | | |
| Otis | | |
| Penobscot | | |
| Sedgwick | | |
| Southwest Harbor | | |
| Sullivan | | |
| Stonington | | |
| Surry | | |
| Tremont | | |
| Trenton | | |
| Verona Island | | |

II. Barriers the provider will need to address in order to effectively include towns/areas that are listed in column 3:

Barriers the provider will need to address in order to effectively include towns/areas in column 3:

- ◆ Smallest towns have minimal administrative capacity and a shortage of people available to participate in this planning initiative. Many of the smaller towns intentionally limit their engagement in activities like this in order to avoid volunteer “burn-out”. Travel times are another barrier, particularly for the three outer island towns where ferry service is limited.
- ◆ Scheduling meetings and outreach activities in smaller towns is challenge. Town offices are open only a few hours per week.

3. Detailed Workplan for Phase II

Please fill out the workplan form on the next page. You may use the workplan already developed for your *Phase II* proposal, with revisions that address the reviewer feedback on your proposal. This workplan will form the backbone of the project description and will be used in lieu of outcomes as the base for monitoring the contract.

PHASE II Detailed Workplan for Environmental Approaches to Addressing Underage Drinking

| Activity/Task | Action Steps | Timeframe <i>Beginning and end dates</i> | Who Is Responsible? <i>Individuals/ groups who will carry out action steps</i> | With whom will you coordinate? <i>Individuals/groups who will assist or support the activity, if applicable</i> |
|--|--|--|--|---|
| Program Oversight | | | | |
| Grant Management | Track expenses from partners. Prepare progress reports and submit to OSA. | October – June | HCPC | Project Partners |
| Project oversight | Conduct regular project meetings with partners <ul style="list-style-type: none"> • Establish timeline for project implementation • Track progress and assist partners if tasks are overdue • Evaluate programs and report findings | October – June | HCPC | Project Partners |
| Public Relations | Provide regular press releases to local press, maintain website with project information, inform partners through listserv of events, opportunities and concerns. | October – June | HCPC | Project Partners |
| Intervening Factor: Enforcement and the Perception of Enforcement | | | | |
| Enforcement / Compliance | Continue proactive work with retailers for ID checks | October – June | County Sheriff, HMP/HCC Partners | Retail owners, AG |
| Enforcement / Compliance | Extend sticker-shock campaign county-wide | October – May | HMP/HCC Partners | Retail owners and schools |
| Enforcement / Compliance | Enhancing police surveillance capacity | October - June | Underage Drinking Task Force | Law Enforcement |
| Enforcement / Compliance | Implement newly adopted underage drinking policies | October - June | Underage Drinking Task Force, Law Enforcement | Local law enforcement departments |

PHASE II Detailed Workplan for Environmental Approaches to Addressing Underage Drinking

| Activity/Task | Action Steps | Timeframe <i>Beginning and end dates</i> | Who Is Responsible? <i>Individuals/groups who will carry out action steps</i> | With whom will you coordinate? <i>Individuals/groups who will assist or support the activity, if applicable</i> |
|--|---|--|---|---|
| Intervening Factor: Ease of access to alcohol and the perception of ease of access to alcohol | | | | |
| Enforcement / Compliance | Encourage retailers to enhance surveillance capacity to prevent theft including enhanced capping systems | January – June | Network for Youth Alcohol Prevention | Retail owners |
| Enforcement / Compliance | County Sheriff and local police conduct compliance checks at local retailers | January - June | Underage Drinking Task Force | Law Enforcement |
| Enforcement / Compliance | Facilitate server training for bars and restaurants | May, June | Network for Youth Alcohol Prevention | Bars and Restaurants |
| Public Policy | Encourage adoption of underage drinking procedures by local police units | September – November | Underage Drinking Task Force | Law Enforcement |
| Public Policy | Encourage towns to adopt strict alcohol distribution policies for public events | December – June | Hancock County Planning Commission | Healthy Hancock, Municipalities |
| Public Policy | Encourage towns to review alcohol violations when considering liquor license applications and renewals | December – June | Hancock County Planning Commission | Healthy Hancock, Municipalities |
| Public Policy | Enhance curriculum in middle and high schools, including substance abuse content in science, social science and health classes. | January - June | HMP/HCC Partners | Schools |
| Public Policy | Encourage non-punitive alternatives to school suspension | October - November | HMP/HCC Partners | Schools |

PHASE II Detailed Workplan for Environmental Approaches to Addressing Underage Drinking

| Activity/Task | Action Steps | Timeframe <i>Beginning and end dates</i> | Who Is Responsible? <i>Individuals/ groups who will carry out action steps</i> | With whom will you coordinate? <i>Individuals/groups who will assist or support the activity, if applicable</i> |
|---|---|--|--|---|
| Intervening Factor: Adult attitudes in the community, and the perception of adult attitudes in community | | | | |
| Media | Engage the press to build awareness of NYAP/Healthy Hancock activities to prevent underage drinking | December, May, June | Hancock County Planning Commission | Healthy Hancock |
| Media | Engage the press to build awareness of local social norms data about teen substance abuse | September – May | HMP/HCC Partners | Healthy Hancock |
| Media | Enhance Healthy Hancock website to include more information and resource links on underage drinking | September, December, May | Hancock County Planning Commission | Healthy Hancock |
| Media | Broadcast live radio call-in programs on underage drinking | September, May | Hancock County Planning Commission | WERU, HMP/HCC |
| Enforcement/ Compliance | Present underage drinking “road show” to adult groups, including PTO’s, Churches, Civic Organizations | January – June | HMP/HCC Partners, Hancock County Planning Commission | Civic Organizations, PTO, Churches |
| Healthy Alternatives | Creating Lasting Family Connections Training | November-March | Healthy Acadia | Healthy Hancock |
| Healthy Alternatives | Safe Homes | November-March | Collaborating HMP/HCCs | Healthy Hancock |

C. PERFORMANCE CRITERIA for both *Phase I* and *Phase II*

- 1. Performance will be monitored based on the workplans for *Phases I and II*.** The provider will supply updates of progress toward completing each of the two workplans and provide explanations of changes. In addition, the degree to which county-wide involvement is secured or improved will be monitored over the course of the project. Progress on both the implementation of workplans and the achievement of county-wide involvement will be reported in quarterly reports.

D. EVALUATION for both *Phase I* and *Phase II*

SPF-SIG projects throughout the country are being evaluated at the national, state, local and programmatic levels. OSA has contracted with Hornby Zeller Associates to evaluate all local work funded under the SPF-SIG.

The provider will work with Hornby Zeller Associates to comply with the requirements of the national and state/local SPF-SIG evaluations.

The provider will work with Hornby Zeller Associates to complete all necessary components of the SPF-SIG evaluation that apply to this contract. This will include supplying requested information and participating in evaluation activities such as site visits, program documentation and telephone interviews.

RIDER B
PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** \$80,000

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

A. PAYMENT SCHEDULE

Subject to the availability of funds and other terms of this agreement, payments will be made to the Provider on the basis and frequency indicated below, up to the amount of the agreement price (Section I, Agreement Summary, Item A of this Rider).

 I. Net Reimbursable Expense The Contractor will receive payment on or about the fifteenth (15th) of the month in accordance with the following payment schedule.

| | |
|-------------------------------|--|
| September 2006 -December 2006 | One payment of \$32,000 in October 2006 |
| January 2007 - March 2007 | One payment of \$24,000 in January 2007 adjusted for the quarterly fiscal report due 10/30/06. |
| April 2007 - May 2007 | One payment of 16,000 in April 2007 adjusted for the quarterly fiscal report due 1/30/07. |
| June 2007 | One payment of \$8,000 in June 2007 adjusted for the quarterly fiscal report due 4/30/07. |

Total payments not to exceed \$80,000

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. Funds may recalled from the provider when the provider fails to meet minimum performance standards as specified in Rider A, Specifications of Work to be Performed.

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: Stacy McCurdy
Office of Substance Abuse
Address: SHS#11, 3rd Floor Marquardt Bldg.
Riverview Complex
Augusta, Maine 04333
Telephone: 287-6414
E-mail Address: Stacy.J.McCurdy@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: Anne Rogers
Office of Substance Abuse
Address: SHS#11, 3rd Floor Marquardt Bldg.
Riverview Complex
Augusta, Maine 04333
Telephone: 287-644706
E-mail Address: Anne.Rogers@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 there under.

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, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

12. **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 M.R.S.A. § 18 or 17 M.R.S.A. § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing

provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

14. **ACCESS TO RECORDS**. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

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

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

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

18. **STATE HELD HARMLESS**. The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material man, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of

a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

RIDER C
EXCEPTIONS TO RIDER B

No exceptions to Rider B are included in this contract.

RIDER D
ADDITIONAL PROVISIONS

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

2. **Reporting Suspected Abuse/Neglect.** The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 9.

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

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

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

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form available at <http://www.whitehouse.gov/omb/grants/#forms>.

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

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

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

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

7. **Environment Tobacco Smoke.** By signing this agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

8. **Medicare and MaineCare Anti-Kickback.** By signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds. <http://www.gpoaccess.gov/uscode/index.html>

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

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

11. **Ownership.** All notebooks, plans, working papers, or other work produced in the performance of this Agreement, 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.

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.**

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

b. Interest Expense

i. Per A-122, paragraph 23: costs incurred for interest on borrowed capital are

unallowable. Interest on debt incurred after 9/29/95 to acquire or replace capital assets is allowable.

ii. DHHS exception allows interest on borrowed capital on or before 9/29/95 to be prorated and offset against DHHS agreement State revenue and other unrestricted non-Federal revenue.

(Note: interest incurred for short term cash flow loans can be offset using non-State, non-Federal unrestricted revenue).

c. Interest Income. Providers shall maintain advances of Department funds in interest-bearing accounts, unless the total agreement amount is less than \$120,000, throughout the contract period until settlement. Interest earned on state or federal funds must be returned to the Department; the provider may retain the first \$250 for administrative expenses. See federal circular A 110 paragraph 22 for more details.

d. 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)).

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

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

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

RIDER E
PROGRAM REQUIREMENTS

A. PROGRAM REQUIREMENTS AND CLIENT ELIGIBILITY

1. Reports requested in this contract, such as fiscal, and program reports, shall be submitted according to the time frames described. Provider noncompliance shall be considered as a performance issue.
2. For Providers receiving **SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SAPTBG) and/or Safe and Drug-free Schools and Communities Act** for substance abuse prevention: The Provider agrees that Federal funds received for substance abuse prevention **shall be used only for prevention programs and not for services for individuals in need of substance abuse treatment.**
3. **Principles of Effectiveness**

The Safe and Drug Free Schools and Communities Act Program (Title IV-A) is governed by six “Principles of Effectiveness” as established in the U. S. Department of Education, Safe and Drug Free Schools Program in 1998 and expanded under the “No Child Left Behind Act of 2001.

IN GENERAL – For a program or activity to meet the Principles of Effectiveness, such program or activity shall:

- (1) Be based on an assessment of objective data regarding the incidence of violence and illegal drug use in the elementary schools and secondary schools and communities to be served, including an objective analysis of the current conditions and consequences regarding violence and illegal drug use, including delinquency and serious discipline problems, among students who attend such schools (including private schools students who participate in the drug and violence prevention program) that is based on ongoing local assessment or evaluation activities;
- (2) Be based on an established set of performance measures aimed at ensuring that the elementary schools and secondary schools and communities to be served by the program have a safe, orderly, and drug free learning environment;
- (3) Be based on scientifically based research that provides evidence that the program or strategy to be used will reduce violence and illegal drug use;
- (4) Be based on an analysis of the data reasonably available at the time, of the prevalence of risk factors, including high or increasing rates of reported cases of child abuse and domestic violence; protective factors, buffers, assets; or other variables in schools and communities in the State identified through scientifically based research;

- (5) Include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity; and
- (6) Undergo a periodic evaluation to assess its progress toward reducing violence and illegal drug use in schools to be served based on performance measures. Use of results: The results shall be used to refine, improve, and strengthen the program, and to refine the performance measures, and shall also be made available to the public upon request, with public notice of such availability provided.

Rider G

Provision of Contract Services by Foreign Nationals or Work Performed Abroad

The Maine Legislature has asked the Division of Purchases² to determine the country where contracted services will be performed.

The following contract/amendment has been executed with the State of Maine.

| | |
|---|--|
| 1 | Division of Purchases Contract Reference |
| | DHHS Agreement #:SA3-07-334 |
| 2 | Contractor Name |
| | Hancock County Planning Commission |
| 3 | Brief Contract Service Description |
| | Preparation of Strategic Planning and Environmental Programming Plan and interventions for substance abuse prevention. |

So that we may comply with the Legislature’s request, please provide responses to the following questions. To successfully complete the questionnaire be alert for follow-up entries if certain responses are made.

Please show your responses in the spaces provided. You may mark any box with using your computer, keyboard & mouse. Highlight the box () with your cursor and type a lowercase “x.” If additional entries are needed, type to the right of the mark (>) shown in questions 1 and 3.

1. Will any of the services described in the contract’s scope of work be performed outside of the United States of America?

No. *Go to Q.3.*

Yes. *If “Yes,” show in what country(ies) below and Continue w/Q.2 and Q3.*

>

2. If you responded “Yes,” above, who will perform any of the services described in the contract’s scope of work?

Citizens of the USA living abroad. Foreign nationals.

3. In what US state or foreign country is your firm incorporated?

MAINE

| | |
|---|--------------------|
| Name of the Person Submitting the Information | Voice Phone Number |
| James H. Fisher | 207-667-7131 |

Thank you for completing this information.

Notification of Changes to the Information

A provision of the Resolve requires service providers to notify the Division of Purchases of any changes to this information. That notification may be sent to the address shown above and should reference the Purchases File Number.

² Resolve, Chapter 16, First Special Session-2005.