

Identification No. CT-12A-_____

STATE OF MAINE
DEPARTMENT OF LABOR
Agreement to Purchase Services

THIS AGREEMENT, made this 18th day of February 2009, is by and between the State of Maine, Maine Department of Labor, hereinafter called "Department," and the Eastern Maine Development Corporation, located at 40 Harlow Street, Bangor, Maine 04101 hereinafter called "Provider," for the period of April 1, 2009 through June 30, 2011.

The Employer Identification Number of the Provider is 01-0281875.

The Organizational DUNS Number:

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 – Exceptions to Rider B
- Rider D – Line Item Budget
- 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 four original copies.

DEPARTMENT OF LABOR
Bureau/Unit: Employment Services

By: _____ Date: _____
Laura A. Fortman, Commissioner

and

PROVIDER
Eastern Maine Development Corporation

By: _____ Date: _____
Michael Aube, President & CEO

Total Agreement Amount: \$1,906,776

Approved: _____
Chair, State Purchases Review Committee

MDOL AdvantageME Contract Coding

Advantage Vendor Code (VC/VS):	VC1000026987
Work Flow Number:	WF30
Unencumbered	PR07 1 st yr, PR08 2 nd yr

3	3	4	2	4	4	3	5	4	5	\$
Fund	Dept.	Unit	Sub Unit	Object	Task (DOLARS FL)	Sub Task (if applic.)	Order (DOLARS Cost Center)	Program	Period	Amount
020	12A	R332	01	6401			23999	R332	P2008	\$368,530
020	12A	R352	01	6401			23999	R352	P2008	\$919,114
020	12A	R372	01	6401			23999	R372	P2008	\$619,133

Required fields:

For federal (013) grants, all fields should contain information, with the exception of SubTask. SubTask is only required for Bureau of Unemployment Compensation and Unemployment Insurance Commission.

Unless matching a federal grant, State (010) and Other Special Revenue (014) funded contracts do not need to include SubTask, Program and Period. If they are matching a federal grant, Program and Period are required.

Advantage/DOLARS Relationship:

Task = Fund Ledger

SubTask = Function Code

Task Order = Cost Center

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

WIA American Recovery and Reinvestment Act Guidance (ARRA), herein referred to as “Recovery Act” funds are to be spent on providing employment and training services to eligible youth, adults and dislocated workers.

Not less than 80% of the ARRA – WIA funds for each of the funding streams will be spent directly on participants for training; supportive services and needs based payments. Although ARRA - WIA funds can be combined with other WIA funding, Recovery Act investments must be tracked and accounted for separately. LWIB contracts written with service providers must reflect that 80% of the Program Fund commitments and expenditures meet this requirement. Note that the 80% Program Fund expenditure requirement does allow up to a maximum of 20% that may be expended on service provider staff and overhead.

Additional Requirements:

- The Provider agrees to provide a Complete Operational Line Item Budget, fully delineating its organizational budget for the Program Year beginning April 1, 2009. This budget must be updated quarterly if there are major changes in overall provider funding and/ or operations.
- The Provider will ensure that their service providers furnish employment and training programs and services in alignment with the Maine WIA Strategic Plan, including current and future WIA Plan Modification that have been submitted to the USDOL Employment and Training Administration by the Department and is incorporated herein by reference.
- The Provider will ensure that their service providers furnish employment and training programs and services in accordance with its own approved Local Implementation Plan, also included herein by reference.
- The Provider and its service providers will comply with all the terms and conditions of the Workforce Investment Act of 1998 (WIA) and the Wagner-Peyser Act, as amended, and the regulations promulgated thereunder, which are incorporated herein by reference. In the event of any conflict between the terms and conditions of this Agreement and the WIA and said regulations promulgated thereunder, the terms of the WIA and the regulations shall prevail and govern the performance of the parties hereunder.
- The Provider and its service providers will abide by the terms and conditions of the Maine WIA Strategic Plan and the agreement between the Governor and United States Department of Labor as said agreement applies to the program services provided herein and all subsequent modifications to that agreement after receipt of written notice thereof from the Department.
- The Provider and its service providers shall submit an Annual Audit report completed in accordance with GAAP and WIA auditing standards as well as standards that are outlined in OMB Circular A-133, Audits of States, Local Governments and Non Profit Organizations.
- The Provider and its service providers will abide by all American Recovery and Reinvestment Act Guidance (ARRA) Workforce Investment Act Youth, Adult and Dislocated Worker Program Guidance issued by the Maine Department of Labor.

Additional policies and directives related to compliance and reporting requirements will be issued as they are available.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT:** \$ 1,906,776
2. **INVOICES AND PAYMENTS.** Payment shall be made by the Department within 15 days after receipt of an approved itemized invoice submitted by the Contractor on his usual billing forms or business letterhead.
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:

Ned McCann, Director
Maine Department of Labor / Bureau of Employment Services
55 State House Station
Augusta, Maine 04333

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

7. **CHANGES IN THE WORK.** The Department may order reasonable changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
8. **SUB-AGREEMENTS.** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and

approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

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

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

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

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

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

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

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

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

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

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

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

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 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom 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, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialmen, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

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

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

Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

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

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

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

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

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

27. **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.

OTHER CERTIFICATIONS

Certification Regarding Lobbying

The contract signatory certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub Grantors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before signing this contract, please read the following instructions related to this certification that are an integral part of such:

1. By signing this contract, the prospective primary participant is providing the Certification set out below:
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the US Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.

3. The Certification in this clause is a material representation of fact upon which reliance was placed when the US DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause of default.
 4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of these regulations.
 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions”, provided by the DOL, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.)
1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principles:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement,

- c. theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - e. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.
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Certification Regarding Drug-Free Workplace Requirements

The contractor certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The contractor's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B. Requiring such 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. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), (6).

RIDER C
Exceptions to Rider B

American Recovery and Reinvestment Act of 2009, Provider Obligations

1. Since this agreement contains ARRA stimulus funds, the Provider and Service Providers will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Vendors will post to Maine Career Centers <http://www.mainecareercenter.com/> notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.

As required by WIA Section 181(b)(2)(A) and Title 20 CFR Section 667.270(a), participants in programs and activities authorized under WIA Title I may not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of participation).

The WIA Section 181(b)(2)(B) and Title 20 CFR Section 667.270(b) prohibit the impairment of existing contracts for services or collective bargaining agreements. When a program or activity authorized under WIA Title I would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.

As required by WIA Section 181(b)(3) and Title 20 CFR Section 667.270(c), a WIA participant shall not be employed in a job if:

- Any other individual is on layoff from the same or any substantially equivalent job; or
- The employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or
- The job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of participation).

2. The Provider and Service Providers are required to setup separate accounts in their accounting records to track revenue and expenditures relating to ARRA.
3. The Provider and Service Providers are required to setup separate bank accounts for all any ARRA funds (E.g WIA funds will need to be recorded in a separate bank account then an NEG received).
4. The vendor will maintain detailed records of their expenditure of 2009 ARRA Funds in connection with this agreement and submit as reports as requested by the State of Maine. The State of Maine as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.
 - a. Optional reports may be requested at the department’s discretion including:
 - i. TBD
 - ii. TBD
 - iii. TBD

5. Agreement Funding

- a. State General Fund Dollars _____
- b. Federal Fund Dollars _____
- c. ARRA Stimulus Dollars _____
- d. Other Fund Dollars _____

Agreement Total

\$1,906,776

6. **TERMINATION WITHOUT CAUSE** – Termination of this agreement shall not be without cause. If the Department determines that the Provider is not complying with this agreement or any of the governing statutes, rules or laws as referenced in paragraph 17, “Governing Law” above, the Department shall inform the Provider in writing the nature of the non-compliance after which, the Provider shall have fourteen (14) days to provide the Department, in writing, a plan acceptable to the Department to remedy the non-compliance. Should the Provider fail to meet the terms of the plan, the Department shall have the right to terminate this agreement.
7. **SUB AGREEMENTS** – Provisions regarding Sub-agreements shall not be interpreted to apply to the recipient’s ability to contract with any of its service providers for services to be performed under this contract all other State and Federal oversight provisions notwithstanding.
8. As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

RIDER D
Combined Line Item Budget

PROJECT: American Recovery and Reinvestment Act

LWIB: Tri-County WIB

SERVICE PROVIDER: Eastern Maine Development Corp

ARRA FUNDING SOURCE: Adult

LINE ITEM	ADMIN	PROGRAM	TOTAL
A. Wages & Benefits	17,865	33,972	51,837
B. Supplies	1,000	2,500	3,500
C. Communications	1,000	2,000	3,000
D. Postage		735	735
E. Travel	1,000	3,000	4,000
F. Equipment			
a. Purchase			
b. Lease			
G. Facilities			
a. Rent		4,689	4,689
b. Miscellaneous			
H. Services	4,325		4,325
I. Other Operating Costs: Outreach Materials	2,016	2,000	4,016
TOTAL OPERATING COSTS	27,206	48,896	76,102
A. Tuition, Books, Fees (ITAs)		175,305	175,305
B. OJT Payments to Employers		23,564	23,564
C. Summer Work Experience			
D. Weatherization Corps			
E. Work Readiness Credential		10,000	10,000
F. Other (e.g. instructional, assessment materials) **		2,000	2,000
G. TOTAL TRAINING COSTS		210,869	210,869
H. Support Services		34,472	34,472
I. Stipends			
J. Needs Related Payments		20,000	20,000
TOTAL PARTICIPANT SERVICES		54,472	54,472
Indirect Costs (Specify Rate)	9,647	17,439	27,086
TOTAL PROJECT LEVEL COSTS	36,853	331,676	368,529
TOTAL FOR ALL COSTS	36,853	331,676	368,529

*Provide an explanation of Other Operating costs.

**Provide and explanation of Other Participant Services Costs (WorkReady facilitator and supplies costs)

**American Recovery and Reinvestment Act
Staffing Plan**

PROJECT: American Recovery and Reinvestment Act
LWIB: Tri-County LWIB
SERVICE PROVIDER: EMDC
ARRA FUNDING SOURCE: Adult

Function	Staff Titles/Duties *	FTEs	Does this function require hiring a new employee? Yes/No	Planned Number of Quarters in Function
LWIB Administration	Executive Director	.05	NO	4
	ARRA – WIA Program Mgr	.20	YES	8
Service Provider Project Management	Career Advisor	..29	YES	8
Direct Customer Services				
Total		0.45		

* Titles/Duties may be changed as needed

RIDER D
Combined Line Item Budget

PROJECT: American Recovery and Reinvestment Act

LWIB: Tri-County WIB

SERVICE PROVIDER: Eastern Maine Development Corp

ARRA FUNDING SOURCE: Dislocated Worker

LINE ITEM	ADMIN	PROGRAM	TOTAL
A. Wages & Benefits	31,029	59,004	90,033
B. Supplies	2,000	2,500	4,500
C. Communications	1,500	2,000	3,500
D. Postage	500	1,000	1,500
E. Travel	1,000	3,000	4,000
F. Equipment			
a. Purchase			
b. Lease			
G. Facilities			
a. Rent		8,145	11,499
b. Miscellaneous	3,354		
H. Services	5,775	3,932	9,707
I. Other Operating Costs *			
TOTAL OPERATING COSTS	41,804	79,581	121,385
A. Tuition, Books, Fees (ITAs)		337,465	337,465
B. OJT Payments to Employers		32,289	32,289
C. Summer Work Experience			
D. Weatherization Corps			
E. Work Readiness Credential		18,000	18,000
F. Other (e.g. instructional, assessment materials) **		5,832	5,832
G. TOTAL TRAINING COSTS		393,586	393,586
H. Support Services		32,189	32,189
I. Stipends			
J. Needs Related Payments		20,000	20,000
TOTAL PARTICIPANT SERVICES		52,189	52,159
Indirect Costs (Specify Rate)	16,755	31,863	48,618
TOTAL PROJECT LEVEL COSTS	61,913	557,219	619,132
TOTAL FOR ALL COSTS	61,913	557,219	619,132

*Provide an explanation of Other Operating costs.

**Provide and explanation of Other Participant Services Costs (WorkReady facilitator and supplies costs)

**American Recovery and Reinvestment Act
Staffing Plan**

PROJECT: American Recovery and Reinvestment Act
LWIB: Tri-County LWIB
SERVICE PROVIDER: EMDC
ARRA FUNDING SOURCE: Dislocated Worker

Function	Staff Titles/Duties *	FTEs	Does this function require hiring a new employee? Yes/No	Planned Number of Quarters in Function
LWIB Administration	Executive Director	.05	NO	4
	ARRA – WIA Program Mgr	.20	YES	8
Service Provider Project Management	Career Advisor	.50	YES	8
Direct Customer Services				
Total		0.75		

* Titles/Duties may be changed as needed

RIDER D
Combined Line Item Budget

PROJECT: American Recovery and Reinvestment Act

LWIB: Tri-County WIB

SERVICE PROVIDER: Eastern Maine Development Corp

ARRA FUNDING SOURCE: Youth

LINE ITEM	ADMIN	PROGRAM	TOTAL
A. Wages & Benefits	45,133	85,824	
B. Supplies	1,500	3,000	
C. Communications	1500	2,500	
D. Postage	500	1,000	
E. Travel	2,000	4,000	
F. Equipment			
a. Purchase			
b. Lease			
G. Facilities			
a. Rent		11,846	
b. Miscellaneous			
H. Services: Interns 2 @ \$4,000 for 10 wks/ LWIB Admin 8k for 2 Interns SYEP monitoring	8,000	8,000	
I. Other Operating Costs: Outreach Materials/awards ceremony	9,908	2,927	
TOTAL OPERATING COSTS	68,541	119,097	
A. Tuition, Books, Fees (ITAs)			
B. OJT Payments to Employers			
C. Summer Work Experience		439,962	439,962
D. Weatherization Corps		151,800	151,800
E. Work Readiness Credential		25,000	25,000
F. Other (e.g. instructional, assessment materials) **			
G. TOTAL TRAINING COSTS			
H. Support Services		45,000	45,000
I. Stipends			
J. Needs Related Payments			
TOTAL PARTICIPANT SERVICES		661,762	661,732
Indirect Costs (Specify Rate)	23,370	46,344	
TOTAL PROJECT LEVEL COSTS	91,911	827,203	919,114
TOTAL FOR ALL COSTS			

*Provide an explanation of Other Operating costs.

**Provide and explanation of Other Participant Services Costs (WorkReady facilitator and supplies costs)

**American Recovery and Reinvestment Act
Staffing Plan**

PROJECT: American Recovery and Reinvestment Act
LWIB: Tri-County LWIB
SERVICE PROVIDER: EMDC
ARRA FUNDING SOURCE: Youth

Function	Staff Titles/Duties *	FTEs	Does this function require hiring a new employee? Yes/No	Planned Number of Quarters in Function
LWIB Administration	Executive Director	.05	NO	4
	ARRA – WIA Program Mgr	.20	YES	8
Service Provider Project Management	Career Advisor	.72	YES	8
Direct Customer Services				
Total		0.97		

* Titles/Duties may be changed as needed

AMERICAN RECOVERY AND REINVESTMENT ACT-- IMPLEMENTATION PLAN

PROJECT: YOUTH ARRA FUNDING AMOUNT: \$919,114
 LWIB: Tri-County WIB SERVICE PROVIDER: EMDC

PERFORMANCE INDICATORS	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Qtr 7	Qtr 8	Qtr 9	Qtr 10	PROJECT TOTAL
	1/1/09 - 3/31/09	4/1/09 - 6/30/09	7/01/09- 9/30/09	10/1/09- 12/31/09	1/1/10 - 3/31/10	4/1/10 - 6/30/10	7/01/10- 9/30/10	10/1/10- 12/31/10	1/1/11 - 3/31/11	4/1/11 - 6/30/11	
A. TOTAL EXITS											
B. Entered Employment Rate											
C. Employment Retention Rate											
D. Average Earnings											
E. Employment & Credential Rate											
F. Work Readiness Credential Rate		95%	95%	95%							

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

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

United States. Please identify state: Maine

Other. Please identify country: _____

Notification of Changes to the Information