

CONTRACT STAR SI Grant between

AdCare Educational Institute of Maine
and

DATE: _____

This contract is entered into between AdCare Educational Institute of Maine, Inc., 75 Stone Street, Augusta Maine 04330, hereinafter referred to as "AdCare" and _____ hereinafter referred to as the "CONTRACTOR", residing with its usual place of business at:

Agency: _____
Address: _____
City/State: _____
Telephone(s): _____
Contact: _____

SECTION I: SCOPE OF SERVICES:

◆ Project Name

◆ Date(s):

Starting: 10/1/06 _____
Ending: 9/30/07 _____

◆ Location(s): _____

◆ Services: _____

◆ Description of Audience: _____

◆ The CONTRACT document signed, dated, and returned by: _____

SECTION II: OBLIGATIONS OF THE CONTRACTOR

1. The CONTRACTOR shall indemnify, defend and hold AdCare Educational Institute of Maine Inc. harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the CONTRACTOR or assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property, and/or slander or defamation of character. This section shall survive the termination of this contract.
2. Neither this agreement nor any duties or obligations under this agreement may be assigned by the CONTRACTOR without the prior written consent of AdCare Educational institute Of Maine Inc. The CONTRACTOR is not an employee of the New England Institute of Addiction Studies, Inc. and is responsible for paying all required state and federal taxes. In particular:
 - (a) AdCare Educational Institute of Maine, Inc. will not withhold FICA from payments;
 - (b) AdCare Educational Institute of Maine Inc., will not make state or federal unemployment insurance contributions;
 - (c) AdCare Educational Institute of Maine , Inc. will not withhold state or federal income tax from payment;
 - (d) AdCare Educational Institute of Maine will not make disability insurance contributions on behalf of the CONTRACTOR;
 - (e) AdCare Educational Institute of Maine Inc. will not obtain worker's compensation insurance on behalf of the CONTRACTOR

SECTION IIA: BUDGET

Four Quarterly payments of \$3000 each will be made upon successful completion of outcomes for a total of \$12000. Two Quarterly payments will be made on Feb 15, 2007. One payment on April 15, 2007 and final payment by June 15, 2007.

SECTION IIB: DELIVERABLES:

Output indicators for the STAR SI Grant agency agreements will include the following:

- Timely submission of all agency and STAR SI state level change cycle data within one week of the end of each project to Linda Frazier at OSA;
- Ongoing participation in the STAR SI process improvement process at that agency and state level; and
- Participation in the STAR SI statewide learning collaborative and national meetings as required.

Agencies will receive their quarterly payments based on timely submission of data to OSA, ongoing work on process improvement at the agency level (including working with your assigned coach), and change team participation in the STAR SI learning collaborative meetings (2x per year) and monthly phone calls (details to be provided).

Decisions of compliance with these conditions will be made by the State Change Team as defined by the Office of Substance Abuse prior to any payments being made by AdCare.

The deliverables, including the products and timelines for delivery are attached to this document, as Section IIB

SECTION III: AdCare AGREES:

1. To make available to the CONTRACTOR any and all documents and information necessary to be reviewed by the CONTRACTOR in order to deliver the aforementioned services as applicable.
2. To review and approved draft curricula, reports and materials and provide appropriate comments and changes to the CONTRACTOR on a timely basis as applicable.
3. To provide the time and personnel necessary to conduct planning meetings as mutually determined by the INSTITUTE staff and the CONTRACTOR as applicable.
4. To make available to the CONTRACTOR any data or information necessary to the successful completion of the project, as mutually agreed upon by AdCare and the CONTRACTOR as applicable.

SECTION IV: COMPENSATION FOR SERVICES RENDERED:

AdCare agrees to compensate the CONTRACTOR as follows:

Amount of Contract: Not to Exceed \$12000 for the Contract Period

Budget: See Section IIA

1. Payment shall be made for expenses incurred by the CONTRACTOR according to the Budget shown in Section IIA, upon presentation of an invoice accompanied by back-up

documentation (i.e., general detail from financial software for time frame of billing and approval of the State Change Team.

2. The CONTRACTOR will submit invoices quarterly. The AdCare will process the invoice within 30 days.

4. AdCare shall not be liable for products delivered or services rendered before the start date or after the end date of this contract:

SECTION V: SPECIAL PROVISIONS RELATED TO EXPENDITURE OF FUNDS AND REIMBURSEMENT FOR SERVICES PROVIDED

1) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR Part 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (72 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project records and other information related to the participation by individuals in substance abuse treatment are confidential and may be disclosed and used only in accordance with 42 CFR Part 2.

2) Accounting Records and Disclosure -- Grantees and sub-recipients must maintain records, which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The contractor should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review annually on grants with significant amounts of federal funding.

3) Contract funds must be administered in accordance with the PHS Grants Policy Statement (Rev. April 1, 1994) and Federal regulations at Title 45 CFR Parts 74 OR 92, generic requirements concerning the administration of grants, are also applicable to this award.

6) All expenditures charged to this contract must be allowed, allocable, reasonable and necessary for carrying out the proposed project. In addition, they must be allowable under the regulations described in OMB Circulars A-110 and A-122.

7) Program income accrued under this contract award must be accounted for in accordance with 45 CFR Part 74.24 or 45 CFR 92.25 as applicable.

- 8) No HHS funds may be paid as profit (fees) per 45 CFR Parts 74.81 and 92.22(2).
- 9) Per (45 CFR 92.34) and the PHS Grants Policy Statement, any copyrighted or copyrightable works developed under this award shall be subject to a royalty free, non-exclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this award must be used as program income.
- 10) The DHHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made.
- 11) SPECIAL RESTRICTIONS ON GRANTEE LOBBYING (FY 97 Appropriations Act Section 503; set forth in 45 CFR 93):
 - (a) No part of any federal funds under this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State Legislative body itself.
 - (b) No part of any federal funds under this contract shall be used to pay the salary or expenses of any Contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or State Legislature.

Section VI: GENERAL PROVISIONS

1. **Applicable law:** The State of Maine laws govern this contact

2. **Independent Contractor Status:** It is the express intention of all parties that the CONTRACTOR is and independent consultant/contractor and NOT an employee, agent, venturer or partner of AdCare Educational Institute of Maine Inc. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of an employer and employee between the CONTRACTOR and AdCare. Both parties acknowledge that the CONTRACTOR is NOT an employee for state and federal tax purposes. The CONTRACTOR shall retain the right to perform services for others during the term of this agreement.

3. **Amendment:** This contract may be amended at any time by mutual consent of the parties in writing and incorporated by reference herein.

4. **Termination:** Either party may terminate this contract at any time upon fifteen days written notice to the other party, and specifying the effective date thereof. In such events, reimbursement shall be limited to those products and/or services, which have been delivered or completed and accepted by AdCare as of the effective date of the termination of the contract.

Signature of AdCare

Signature of Contractor

William Lowenstein

Printed Name

Printed Name

Date

Date