

AGREEMENT FOR STATE/UNIVERSITY COOPERATIVE PROJECT

This Agreement is entered into by and between the University of Maine System, acting through the University of Southern Maine, hereinafter referred to as the "University", and the State of Maine, Department of Health and Human Services, hereinafter referred to as the "Department", for the purpose of undertaking a project of mutual interest. This project shall be carried out under the terms and conditions of the General Policy Agreement for State/University Cooperative Projects dated September 12, 1989; except as may be modified herein.

The Project Period shall be from August 1, 2009 through June 30, 2011.

The Specifications of Work to be Performed during the Project shall be as described in the attached Rider A, incorporated herein.

**EARLY CARE AND EDUCATION PROFESSIONAL DEVELOPMENT SYSTEM PARTNERSHIP
ARRA**

Department Cooperator

Russell J. Begin
 Deputy Commissioner for Finance
 Department of Health and Human Services
 221 State Street, Augusta, ME 04333-0011

University Cooperator

Lawrence I. Waxler
 Director, Office of Sponsored Programs
 University of Southern Maine
 PO Box 9300
 Portland, ME 04104-9300

Department Administrator

John Kramer
 Cooperative Agreement Administrator
 Department of Health and Human Services
 221 State Street, Augusta, ME 04333-0011

University Administrator

Martha Scott
 Coordinator of Finance and Administration, OSP
 University of Southern Maine
 PO Box 9300
 Portland, ME 04104-9300

Source and Allocation of Project Funds

Source of Funds		Allocation of Funds	
Federal / State / Other / University	Amount	State / Local	University
Federal Funds	\$ 1,064,135.00		\$ 1,064,135.00
State Funds			
Other Funds			
University Funds	\$ 35,980.00		\$ 35,980.00
Total Source and Allocations	\$ 1,100,115.00	\$ -	\$ 1,100,115.00

Total project costs for the period of this agreement shall not exceed \$1,100,115.00, of which \$1,064,135.00 shall be provided by the Department and \$35,980.00 shall be provided by the University.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Russell J. Begin 8/27/09
 Authorized Signature Date

Russell J. Begin
 Deputy Commissioner for Finance
 Department of Health and Human Services

UNIVERSITY OF SOUTHERN MAINE

Larry Waxler 8/3/09
 Authorized Signature Date

Larry Waxler
 Director, Office of Sponsored Programs
 University of Southern Maine

Approved by the State Purchases Review Committee

Name *Betty M. Lamoreau* SEP 29 2009
 Title _____

ENCUMBERED
 SEP 29 2009
 STATE CONTROLLER

Introduction

The major purpose of this project is: To improve the quality of early care and education settings in Maine through the provision of a state wide system of professional development that (1) supports programs pursuing national accreditation; (2) distributes scholarship funds to increase the professional development of practitioners in the field of early care and education in Maine; (3) Tracks professional development through one centralized statewide training calendar for the State of Maine; and (4) Provides early childhood health consultation services throughout the state.

Benefits to the State:

- ◆ Implementation and maintenance of a web based state-wide training calendar located at the University which generates information regarding the availability of state-wide training as well as course offerings for early childhood certifications in Maine;
- Support to providers and programs engaged in Quality for ME through accreditation facilitation, scholarship dissemination, and support for joining the Maine Roads to Quality (MRTQ) Registry;
- Support for providers in meeting health and safety standards in early childhood settings.

Benefits to the University:

- Opportunities for graduate students to engage in applied research activity related to the link between policy and practice in the field of early care and education in Maine as well as evaluation of the impact of professional development supports in the field of early care and education in Maine through relationship with Child Care Research Partnership also housed at Muskie.
- Increased the capacity of the School and its research projects in the development of systems and protocols for using online training calendar and registration functions;
- Increased capacity for the creation and dissemination of new knowledge in the field of early care and education professional development through attendance at national conferences to present and disseminate knowledge.
- Contributing to increased efficiency and cost-effectiveness of state government and furthering the public service mission of the University.

Responsibilities of the State:

- Contributing to direct costs of project through staff time and fringe benefits devoted specifically to this project;
- Funding for University staffing to project;
- Providing space in state offices for meetings and project work;
- Allowing active collaboration of staff to participate in committees and work groups.

Responsibilities of the University:

- Providing space in Augusta and Portland for project staff offices, meetings, and training;
- Managing fiscal aspects of project;
- Providing human resource management for project staff; and access to university resources and expertise (library, computer services, telecommunications).
- Submit a report that documents the expenditure of American Recovery and Reinvestment Act (ARRA) funds in a format mutually agreed upon by the Department and the University not later than three calendar days after the end of each quarter.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
ADDITIONAL TERMS AND CONDITIONS FOR STATE UNIVERSITY
COOPERATIVE PROJECTS

1. WHISTLEBLOWER PROTECTIONS

a. Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal providers of American Recovery and Reinvestment Act (ARRA) funds, including the State of Maine, and all contractors and grantees of the State of Maine, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Provider must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

b. This term must be included in all subcontracts or sub-grants involving the use of funds made available under the ARRA.

The State of Maine is committed to ensuring that American Recovery and Reinvestment Act funds are used for authorized purposes without fraud, waste, error, or abuse. Any individual with direct knowledge that Recovery Funds are being misused, whether by fraud, waste, error, and/or abuse in the application and utilization of these funds, should report their observations to the ARRA Fraud Hotline at 1-866-224-3033 or by email to ARRA.Hotline@Maine.gov.

2. WAGE REQUIREMENTS All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606). The Secretary of Labor's determination regarding the prevailing wages applicable in Maine is available at <http://www.gpo.gov/davisbacon/me.html>.

3. REPORTING REQUIREMENT Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of Division A, Title XV of the ARRA. It is imperative all agreements involving the use of ARRA funds include requirements that the Provider supply the State with the necessary information to submit these reports to the federal government in a timely manner. The Provider shall report no less than quarterly. Additionally the Provider should be prepared to report more frequently at the State's request. The Provider's failure to provide complete, accurate and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

4. AVAILABILITY OF FUNDING The Provider acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 will not be continued with state financed appropriations once the temporary federal funds are expended.

5. **FALSE CLAIMS ACT** The Provider shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
6. **CONFLICTING REQUIREMENTS** If the ARRA requirements conflict with State of Maine requirements, then ARRA requirements control.
7. **COMPETITIVE FIXED PRICE CONTRACTS** The Provider, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with Recovery Act funds as fixed-price contracts through the use of competitive procedures.
8. **SEGREGATION OF FUNDS** The Provider shall segregate obligations and expenditures of Recover Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.
9. **JOB POSTING** The Provider will post any jobs that it creates or seeks to fill as a result of this agreement. Providers will post to Maine Career Centers (<http://www.mainecareercenter.com>) notwithstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this contract must indicate the position is funded with ARRA funds.
10. **BUY AMERICAN REQUIREMENT** – The provider acknowledges and agrees that:
- a. The Buy American provision in Section 1605 of Division A, Title XVI of the ARRA requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a “public building or public work funded in whole or in part by funds made available under the ARRA be “produced in the United States,” unless this requirement is waived by the appropriate federal agency.
 - b. Iron and steel are “produced in the United States” if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be “produced in the United States.” Manufactured goods are “produced in the United States” if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).
 - c. The Buy American requirement may be waived by federal agencies in the following circumstances only: (1) application of the Buy American requirement would be inconsistent with the public interest; (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
 - d. As used in this Section, “steel” means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. “Public building or public

work” means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions).

11. **RECOVERY ACT LOGO** The Provider is receiving funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Any product or service resulting from this award shall display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained at the following website:

<http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>

{ANY ADDITIONAL DEPARTMENT LOGO SPECIFICATIONS MAY BE PLACED IN THIS SECTION}

DEPARTMENT OF HEALTH AND HUMAN SERVICES

UNIVERSITY OF SOUTHERN MAINE


Authorized Signature

9/29/09
Date


Authorized Signature

9/21/09
Date

Russell J. Begin
Deputy Commissioner for Finance
Department of Health and Human Services

Lawrence I. Waxler
Director, Office of Sponsored Programs
University of Southern Maine

2009 SEP 29 A 11:28
STATE OF MAINE
DIVISION OF PURCHASE

**Early Care and Education Professional Development System Partnership
ARRA**

Between

**University of Southern Maine
Muskie School of Public Service
Cutler Institute**

And

**Maine Department of Health and Human Services
Early Childhood Division**

University Agreement Lead: Allyson Dean, adean@usm.maine.edu

Department Agreement Lead: Kristen Slefinger, Kristen.Slefinger@maine.gov

August 1, 2009 through June 30, 2011

Early Care and Education Professional Development System Partnership

University Project Administrator: Allyson Dean, 780-5833, adean@usm.maine.edu.

Department Lead: Kristen Slefinger, 624-7917, Kristen.Slefinger@maine.gov

Goal: To improve the quality of early care and education settings in Maine

Abstract/Scope of Work: MRTQ will work to improve the quality of early care and education settings in Maine through the following primary activities: the distribution of funds to improve quality in programs working toward accreditation; the dissemination of scholarship funds to increase the credentials of early care and education professionals in Maine; the dissemination of training, coursework, and scholarship information to ECE professionals; and the provision of early childhood health consultation services.

Activities	Time Frame	Staff	Deliverables	Results/ Outcomes
Provide accreditation support to child care providers	August 1, 2009 through June 30, 2011	Sonja Howard Jenn Wiles	Distribute equipment mini grants toward meeting accreditation standards and/or improved scores on the environmental rating scales.	100% of funds distributed to programs for quality improvement linked to an accreditation standard or an environmental rating scale criterion. Total # of programs earning accreditation # of programs earning accreditation that serve infants and toddlers # of programs increasing their step rating in QRS.

Activities	Time Frame	Responsible/ Lead Staff	Deliverables	Results/ Outcomes
Training Coordination	August 1, 2009 through June 30, 2011	Statewide Training Coordinator (TBD) Tom Gray Amy Sullivan	Develop statewide training calendar content to include early care and education training, coursework toward ECE certifications and credentials, as well as scholarship availability.	<p>Statewide training and coursework content up to date and accurate.</p> <p>Statewide scholarship information accurate and in one place.</p> <p>Mechanism for updating coursework and training information created and implemented.</p> <p>Statewide calendar created and accessible to ECE providers in Maine.</p> <p>% of providers responding to DHHS survey that they are aware of training calendar.</p>

Activities	Time Frame	Staff	Deliverables	Results/ Outcomes
<p>Disseminate Child Care Scholarships</p>	<p>August 1, 2009 through June 30, 2011</p>	<p>Jenn Wiles Allyson Dean</p>	<p>Operate, publicize Child Care Scholarship Program under the policies and procedures developed by the OCFS Early Childhood Division.</p> <p>Work with the Early Childhood Division to revise scholarship policies upon request and in response to funding priorities.</p> <p>Coordinate with other scholarship programs: FAME, Head Start, ELOG, Campus Financial Aid Offices, RDCs and others as needed.</p> <p>Promote, publicize Child Care Scholarship Program statewide. Respond by telephone, email, mail to requests for information on the application process and eligibility criteria.</p> <p>Receive, review, analyze, determine eligibility. Enter Child Care Scholarship Program applications into database.</p> <p>Provide support via telephone, email or mail to Child Care Scholarship Program applicants/recipients.</p> <p>Monitor expenditures/obtain transcripts and other appropriate documentation to verify matriculation status and course completion.</p>	<p>100% of stimulus targeted scholarship funding available for awards to providers.</p> <p>Scholarships disseminated within policy and funding guidelines.</p> <p>Increased number of individuals showing advancement on the career lattice.</p>

				Coordinate the dissemination of targeted scholarship toward the infant toddler credentials. Maintain Scholarship database.	
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Activities	Time Frame	Staff	Deliverables	Results/ Outcomes
Statewide Early Childhood Health Consultant	August 1, 2009 through June 30, 2011	Statewide Early Childhood Health Consultant (TBD)	<p>Complete Healthy Child Care America National Training Institute</p> <p>Deliver early childhood health consultation training to health care programs in Maine. Coordinate with Maine Nurses Association to provide CEU's</p> <p>Support the development of health consultant network available to support the needs of early care and education providers in Maine.</p> <p>Develop Health Consultant Registry</p> <p>Collaborate with the Center for Community Inclusion and Disability Studies when appropriate to deliver shared portions of consultation training.</p> <p>Participate in the Healthy Child Care New England group and make recommendations to DHHS about participation in regional initiatives</p> <p>Develop templates for policies, procedures, and forms to be used in early childhood and school age care</p>	<p># of participants completing Health Consultant Training</p> <p># Health Consultants in the Registry</p> <p>Medication administration training is piloted</p> <p># of health policy/procedure templates developed</p> <p># TA requests/responses</p>

				and education settings Coordinate with and train child care licensing staff on health issues Gather information from accreditation facilitators and Head Start health managers about health consultation needs Provide phone and e-mail technical assistance to early care and education providers including Family, Friend and Neighbor, and School Age programs Review/revise/develop a medication administration training.	
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Activities	Time Frame	Staff	Deliverables	Results/ Outcomes
I/T support for Maine Roads To Quality	August 1, 2009 through June 30, 2011	Tom Gray Web Design/Graphics consultant Statewide ECE Training and Coursework Coordinator (TBD)	Design and implementation of web based online training and coursework calendar Maintain and update Maine Roads to Quality web site for calendar use	Web based training calendar will be operational. MRTQ Website will integrate state wide training calendar.

Maine Department of Health and Human Services
Early Care and Education Professional Development System Partnership
8/1/09
6/30/11

University Codes	DESCRIPTION			
	Personnel	Role		
51000	Gray, Thomas	Computer and Database Specialist III	45%	57,050
51000	TBA	Health Consultant Coordinator	90%	97,782
51000	TBA	Statewide ECE Training Coordinator	50%	44,447
	Subtotal Regular Salaries		185%	199,279
54800	Regular Salary Benefits		48.6%	96,850
51012	Bernard, Anne	Temporary Professional		3,800
	Subtotal Other (Temp) Salaries			3,800
54810	Other Salaries Benefits		8.5%	323
	Total Personnel			300,252
	Other Direct Costs			
55100 01	Scholarships			677,681
60400 01	Postage & Delivery Services	routine costs @ \$25/FTE/month		1,111
60600 01	Printing and Copying Services	routine costs @ \$41/FTE/month		1,812
60600 02	Printing and Copying Services	additional project-related printing		106
60900	Publications	routine costs @ \$12.50/FTE/month		555
61000 01	Supplies & Materials	routine costs @ \$25/FTE/month		1,110
61400	In State Travel	3 trips/month/FTE, avg. 150 miles/trip x 0.44/mile + \$4.00 in tolls/trip		9,324
62000	Equipment Unit Cost <\$5000	new computer for Health Consultant Coordinator & Statewide ECE Training Coordinator		5,000
62006	Furnishings <\$5000	new office set-up for Health Consultant Coordinator & Statewide ECE Training Coordinator		5,000
64000	Telephone & Telecommunications	routine costs @ \$25/FTE/month		1,110
64015	LAN Fees	routine costs @ \$175/FTE/month		7,770
	Total Other Costs			710,579
	Total Direct Costs			1,010,831
65700	F&A Facilities and Admin Costs (Indirect) at 26.8% of Total Direct Costs			89,284
	Total All Costs (Direct + F&A)			1,100,115
65710	Less F&A Cost Sharing at 10.8% of Total Direct Costs. Cost Sharing @ 40.30% of F&A Costs			(35,980)
	Total Project Costs (Reimbursable to University)			1,064,135
	<i>Net University F&A Recovered at 16.0%</i>			53,304

* Indirect costs are not applied to scholarships, or portions of major subcontracts greater than \$25,000.



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

Encumbrance # CT 10A 20090731 00830-1
 DHHS Agreement # CA-CF-10-101 RA

Community Agency Name: University of Southern Maine - Muskie School of Public Service – Cutler Institute

Address: PO Box 9300, Portland, ME 04104-9300

Program Name: Early Care and Education Professional Development System Partnership - ARRA

Geographic Area Served:

Service:

DHHS District #
 DHHS Region #

Employer ID #/VC #: VC1000093502
 Agency Fiscal Year:

FOR DEPARTMENT USE ONLY

Agreement Period

Effective Date: 08/01/2009
 Termination Date: 06/30/2011
 Amended Effective Date:
 Amended Termination Date:

Type of Agreement

- | | |
|---|--|
| <input checked="" type="checkbox"/> Contract-State Services | <input checked="" type="checkbox"/> New |
| <input type="checkbox"/> Grant-Client Services | <input type="checkbox"/> Renewal |
| <input type="checkbox"/> Increase in Funds | <input type="checkbox"/> Amendment |
| <input type="checkbox"/> Decrease in Funds | <input type="checkbox"/> Budget Revision |

AdME Line #	CFDA #	Service Area	ACCOUNT #	FY 2010 Encumbrance	FY 2011 Encumbrance	AGREEMENT TOTAL
1	93.713		021-10A-8741-01-6401-CCDRA	218,011.00	-	\$ 218,011.00
2	93.713		021-10A-8747-01-6401-CCDRA	121,742.00	-	\$ 121,742.00
3	93.713		021-10A-8951-01-6401-CCDRA	115,696.00	-	\$ 115,696.00
4	93.713		021-10A-8741-01-6401-CCDRA	-	291,361.00	\$ 291,361.00
5	93.713		021-10A-8747-01-6401-CCDRA	-	162,703.00	\$ 162,703.00
6	93.713		021-10A-8951-01-6401-CCDRA	-	154,622.00	\$ 154,622.00
7				-	-	\$ -
8				-	-	\$ -
9				-	-	\$ -
10				-	-	\$ -
TOTALS				\$ 455,449.00	\$ 608,686.00	\$ 1,064,135.00

Agreement routing:

Agreement Administrator: John Kramer *8-24-09*
 Purchased Service Manager: John Costello

American Recovery and Reinvestment Act Funding Matrix

A.	State General Funds	\$0.00
B.	Federal Funds	\$0.00
C.	Federal ARRA Stimulus Funds	\$1,064,135.00
D.	Other Funds	\$0.00
	Agreement Total	\$1,064,135.00

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
ADDITIONAL TERMS AND CONDITIONS FOR STATE UNIVERSITY
COOPERATIVE PROJECTS

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10. **BUY AMERICAN REQUIREMENT** – The provider acknowledges and agrees that:
- a. The Buy American provision in Section 1605 of Division A, Title XVI of the ARRA requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a “public building or public work funded in whole or in part by funds made available under the ARRA be “produced in the United States,” unless this requirement is waived by the appropriate federal agency.
 - b. Iron and steel are “produced in the United States” if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be “produced in the United States.” Manufactured goods are “produced in the United States” if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).
 - c. The Buy American requirement may be waived by federal agencies in the following circumstances only: (1) application of the Buy American requirement would be inconsistent with the public interest; (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

- d. As used in this Section, “steel” means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. “Public building or public work” means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions).

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<http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>

{ANY ADDITIONAL DEPARTMENT LOGO SPECIFICATIONS MAY BE PLACED IN THIS SECTION}