

**MEMORANDUM OF AGREEMENT  
GENERAL ASSISTANCE ADMINISTRATION**

AGREEMENT entered into by and between FREEPORT COMMUNITY SERVICES, located in the County of Cumberland, and State of Maine and the TOWN OF FREEPORT, located in the County of Cumberland, and State of Maine.

1. **Purpose and Authority:** The purpose of this Memorandum of Agreement is to set forth the terms and conditions under which Freeport Community Services shall administer the general assistance program for and on behalf of the Town of Freeport.
  
2. **Scope of Service:** Freeport Community Services through its Executive Director and designee, shall provide to the Town of Freeport, full administration of all general assistance requirements experienced by the Town and the administration of other funds and services as designated under Section 3 (Service Standards). It is intended that Freeport Community Services handle the entire general assistance administrative process from application through letter of award or denial to the applicant and to represent the Town of Freeport at any Fair Hearing. In addition, Freeport Community Services will complete and submit to the Department of Human Services monthly General Assistance Reimbursement reports for the Town. Freeport Community Services will also be responsible for ensuring that the General Assistance annual review is completed as required by the Department of Human Services General Assistance policy. In addition Freeport Community Services will oversee the administration of any "Municipal Work Program" and assignments, with the assistance of the Town of Freeport all pursuant to 22 MRSA Section 4316-A(2).
  
- 3 **Service Standards:**
  - A. All general assistance requests, inquiries or questions shall be referred to Freeport Community Services.
  - B. Applications shall be obtained at Freeport Community Services.
  - C. Appointments for review of general assistance requests and applications shall be directed to Freeport Community Services.
  - D. Emergency after hours contact will be in accordance with provisions established for general assistance administration with Freeport Community Services and will be through the Freeport Police Department.
  - E. The Town of Freeport will make prior case histories and applications available to Freeport Community Services on a confidential basis in order to complete applications.

- F. The administration of general assistance requests shall be handled in accordance with applicable Maine State Law and in accordance with the General Ordinance and Appendixes adopted by the Town of Freeport.
- G. The Town of Freeport will provide any and all information requested from Freeport Community Services necessary for the accurate determination of General Assistance eligibility in a timely manner in order that general assistance can be determined within twenty-four hours.
- H. Freeport Community Services will be responsible for providing a Municipal Work Program for applicants who are capable of working. This program may include work for Freeport Community Services, the municipality or work for a non-profit organization. However, Freeport Community Services shall have no obligation to assign, oversee, or administer any Municipal Work Program for any or all otherwise eligible persons if the Town of Freeport shall refuse or neglect to identify and supervise appropriate works assignments within town departments.
- I. Freeport Community Services will be responsible for preparing the Annual Ordinance Updates for Town Council adoption which occurs in October of each year.
- J. Freeport Community Services will be responsible for preparing requests to the Town on behalf of residents for assistance from the Town's trust funds and requests for Poverty Tax Abatements.
- K. Freeport Community Services will be responsible for responding to all requests for information and available resources pertaining to social service needs of Freeport residents, and all such requests made to the Town of Freeport shall be referred to Freeport Community Services.
- L. Freeport Community Services will be responsible for administering the General Assistance Program per Maine State Statute.

**4. Reimbursement for Services.**

Freeport Community Services will be reimbursed for services on a monthly basis of \$1,000.00 beginning September 1, 2021. Additional costs for the administration of this program will include but not be limited to: forms, necessary trainings, etc. and will be billed to the Town of Freeport as these costs arise. Freeport Community Services will not be responsible for the cost of any General Assistance financial awards paid on behalf of persons awarded assistance under the Town of Freeport's General Assistance Ordinance. Freeport Community Services will be responsible for submitting all General Assistance invoices to the Town of Freeport's Finance Department for direct payment to vendors. The Town generally pays bills twice a month and bills should be submitted in accordance to the Accounts Payable schedule. Freeport Community Services shall pay to the Town of Freeport any such reimbursed by the State of Maine, or recovered through court action or returned to Freeport Community Services for which the Town of Freeport has made payment.

**5. Records and Record Keeping.**

Freeport Community Services shall maintain all required documentation pertaining to general assistance applications and reports and other documentation as required for the administration of those applications. Copies of the General Assistance decision form shall be reviewable by the Town of Freeport or its auditors, or the agents of the Maine Department of Health & Human Services at Freeport Community Services at all reasonable times. Freeport Community Services shall complete the monthly General Assistance Reimbursement Reports to the State of Maine Department of Health & Human Services and prepare all necessary documents and files for the annual audit by the State of Maine Department of Health & Human Services. Copies of these required filings shall be provided to the Town of Freeport on a monthly basis or annual basis as they occur.

**6. Independent Contractor Status.**

The services rendered under this Memorandum of Agreement are performed by an employee of Freeport Community Services who shall remain Freeport Community Services' employee independent from and separate from any employment status of the Town of Freeport.

**7. Review.**

Parties shall agree to meet upon request of either party as necessary to review the performance of the program, including finances, costs, caseload or any other relevant factor.

**8. Termination.**

This contract period will run from August 1, 2021 through July 30, 2022 and will automatically be renewed annually unless terminated by either party. This Memorandum of Agreement may be terminated by either party within ninety (90) days written notice. In the event of termination, Freeport Community Services shall turn over all documents and records pertaining to general assistance administration for the Town of Freeport including applications in process.

**9. Nondiscrimination.**

Freeport Community Services in the performance of its assigned tasks under the terms and conditions of this Agreement, shall not discriminate against any employee or applicant for employment, or any person applying for general assistance because of race, color, creed, national origin, ancestry, age, sex or handicap status. Freeport Community Services in the performance of its assigned tasks under the terms and conditions of this Agreement, shall not discriminate in its relationship with, hiring of

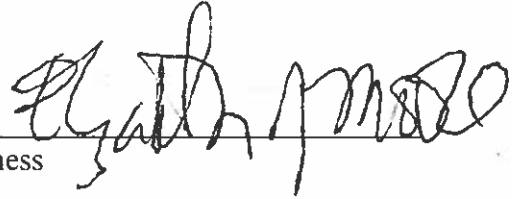
or other contract with subconsultants or suppliers because of race, color, creed,  
national origin, ancestry, age, sex or handicap status.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this  
\_\_\_\_\_ day of \_\_\_\_\_

FREEPORT COMMUNITY SERVICES



\_\_\_\_\_  
Executive Director



\_\_\_\_\_  
Witness

TOWN OF FREEPORT

\_\_\_\_\_  
Peter Joseph  
Town Manager

\_\_\_\_\_  
Witness