

**SUB-GRANTEE AGREEMENT BETWEEN YELLOWSTONE COUNTY AND UNITED WAY OF
YELLOWSTONE COUNTY**

**SERVICES PROVIDED FOR THE CRISIS DIVERSION IN MONTANA COMMUNITIES GRANT
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND YELLOWSTONE COUNTY
TASK ORDER NUMBER HHS-BHDD-0114AP-P
25-101-74048-0
TO THE MASTER CONTRACT
HHS-PHSD-00000499
EFFECTIVE JULY 13, 2024 TO JUNE 30, 2027**

SECTION 1. PARTIES

This Task Order is entered into between the Yellowstone County, ("County"), 316 N 26th St #3401, Billings, Montana, 59101, Phone Number (406) 256-2701 and United Way of Yellowstone County ("Contractor"), Federal ID Number 81-0287507, 2173 Overland Ave., Billings, MT 59102, Phone Number (406) 272-8507 for the purpose of providing services for the State of Montana Department of Health and Human Services ("Department") Task Order Number HHS-BHDD-0114AP-P ;

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to provide strategic proposals to address the critical need for crisis diversion in Montana communities through funding requirements of the Crisis Diversion Grants program, formally known as the County and Tribal Matching Grant program.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from July 13, 2024, through June 30, 2027.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services: Item #5 (United Way of Yellowstone County's portion of this item) of Attachment A on page 7.
- B. The Department agrees to do the following: To provide technical assistance regarding any contracted projects requested by the contractor.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the County will pay the Contractor a total maximum of \$42,000 in Year 1, \$42,000 in Year 2 and \$42,000 in Year 3.
- B. All invoices must be received monthly by the County no later than 15 days following the end date of each period. Invoices received after 60 days after the end date of each period will not be paid by the County.

SECTION 6. ADVANCED PAYMENTS, RESERVED

This section has been left intentionally blank.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are from the State General Fund and a State Special Revenue Fund.

TERM	AMOUNT	FUNDING SOURCE
July 13, 2024 – June 30, 2025	\$42,000	SGF/SSRF
July 1, 2025 – June 30, 2026	\$42,000	SGF/SSRF
July 1, 2026 – June 30, 2027	\$42,000	SGF/SSRF
TOTAL	\$126,000	

SECTION 8. CFR 200, RESERVED

SECTION 9. TERMINATION

Either party may terminate this Task Order in accordance with the Master Contract.

SECTION 10. LIAISON AND SERVICE OF NOTICES START HERE

- A. Jennifer Jones, or their successor, will be the liaison for the County. Contact information is as follows:

Jennifer Jones, Finance Director
Yellowstone County
316 North 26th Street Rm 3401
Billings, MT 59101
Phone Number (406) 256-2816
jjones@yellowstonecountymt.gov

Dean Wells, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Dean Wells, Director of Impact
United Way of Yellowstone County
2173 Overland Ave.
Billings, MT 59102

Phone Number (406) 272-8507
Email Address: dwells@uwyellowstone.org

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The County's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

SECTION 11. FEDERAL REQUIREMENTS

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

SECTION 12. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

SECTION 13. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Yellowstone County Board of County Commissioners, bocc@yellowstonecounty.mt.gov, Phone Number (406) 256-2701, with a copy to Jennifer Jones, Finance Director, Phone Number (406) 256-2816, jjones@yellowstonecountymt.gov

SECTION 14. PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
 2. with the permission of the persons or entities from whom the information is to be obtained; and
 3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department or the County under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department or the County. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:
- “This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*
- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.
- “For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*
- E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.
- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 15. SCOPE OF TASK ORDER

This Task Order consists of Five (5) numbered pages and the following Attachments:

- Attachment A: Scope of Work
- Attachment B: Budget
- Attachment C: Invoice Template
- Attachment D: Annual Assurances

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

SECTION 16. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

YELLOWSTONE COUNTY

BY: _____ Date: _____
 Mark Morse, Chair

BY: _____ Date: _____
 Michael J. Waters, Member

BY: _____ Date: _____
 John Ostlund, Member

CONTRACTOR,

BY: Kim Lewis Date: 12/26/2024
 Kim Lewis, President/CEO

ATTACHMENT A

SCOPE OF WORK

Contractor is expected to coordinate planning, implementation, and provision of services with local governments and critical community stakeholders such as healthcare and hospital systems, behavioral health providers, public health, local law enforcement, criminal and judicial systems, social services, primary care, and community members.

A. For services purchased under this Contract, the Contractor must:

1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
 - a. Monthly member level data;
 - b. Quarterly progress reports; and
 - c. Ad-hoc reports and evaluations that have been supported through this funding source.
2. Actively participate in virtual check-ins with grant program manager on a basis determined by the program manager.
3. Actively participate in technical assistance provided by the Department in the form of webinars, conference calls, and one-on-one conversations.
4. Allow and actively participate in site visits and/or any other activities that are requested by the Department.

B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities;

1. Establish and maintain an active Crisis Coalition that:
 - a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience;
 - b. Meets on at least a quarterly basis;
 - c. Establishes a Crisis Coalition Charter that outlines the:
 - i. Purpose of the coalition;
 - ii. Responsibilities of the coalition members; and
 - iii. Goals of the coalition.
 - d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model;
 - e. Leverages coalition members' resources to support the implementation of the strategic plan; and
 - f. Engages in data sharing that supports accurate crisis system data collection, analysis, and reporting.
2. Support a Crisis Coalition Coordinator within the community who:
 - a. Dedicates a minimum 0.5 FTE to the development of the community's crisis system;
 - b. Facilitates Crisis Coalition meetings;
 - c. Leads the implementation of the Crisis Coalition's strategic plan;

- d. Coordinates crisis system initiatives;
 - e. Acts as the primary contact for local and State stakeholders regarding the community's crisis system;
 - f. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and
 - g. Actively participates in technical assistance opportunities provided by the Department and its identified partners.
3. Assess the available services and resources within a community or region to develop a report that identifies opportunities for system improvement.
 4. Partner with a Technical Assistance Provider that has experience with and will support the establishment and facilitation of a crisis coalition and/or aid in crisis coalition activities that bring together a community's key stakeholders and strategically work toward crisis system improvement.
 5. Fund contracted support or staff time of an individual who has a formal relationship with local servicing call center or if applicable, United Way, and updates the 211 system with the most current behavioral health and crisis resources in the community.
 6. Establish and maintain a Crisis Intervention Team (CIT) community in accordance with CIT Montana standards. Contractor will:
 - a. Provide documentation from CIT Montana attesting to program's ability to meet their program standards and agreeing to host an academy; and
 - b. Facilitate 2 annual Crisis Intervention Team (CIT) academies in year(s) 1, 2, and 3 of the grant cycle in accordance with CIT Montana standards for law enforcement, first responders, mental health providers, community members and other stakeholders.
 7. Establish and maintain a Crisis Intervention Team (CIT) lead through the Community Crisis Center that will:
 - a. Serve as the primary contact for community's CIT program;
 - b. Foster multilevel interactions among the CIT community, including: stakeholders, committee, police, leadership, and City/County officials;
 - c. Advance working relationships with community partners and state organizations to promote and sustain the CIT program;
 - d. Provide continual leadership, training, and support to agencies with dedicated CIT coordinators;
 - e. Develop, implement, and review CIT policy and procedures;
 - f. Provide leadership for CIT Patrol officers;
 - g. Teach the CIT 40 Hour Basic Training Academy and on-going CIT In-Service; and
 - h. Help facilitate at least two other academies outside their community.
 8. Support 2 FTE Community Based Care Coordinators that work with eligible clients based on Medical Necessity as defined in the RFP for this grant, or in updates provided by the Department, to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The Care Coordinators must be approved by the Behavioral Health and Developmental Disabilities Division (BHDD) of the Department and be trained in trauma informed care, de-escalation strategies, and

harm-reduction, as specified by the Department. Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.

- a. Community Based Care Coordination includes the following:
 - i. Coordinating and implementing care plans;
 - ii. Advocating on the client's behalf;
 - iii. Facilitating access to needed services;
 - iv. Guiding clients through community resource options; and
 - v. Assisting clients in reducing barriers to community integration.
 - b. It is not required that each client receiving Care Coordination receive every service listed above. Medically necessary services delivered must be documented clearly in the client's individualized treatment plan in the client's file.
9. Support 1 FTE Tenancy Support Specialist in year 1 of the grant cycle that addresses the housing needs of adults who are disabled, chronically homeless, and seeking permanent housing. Services to be provided include the assessment, identification, arrangement, and provision of pre-tenancy, housing stabilization, tenancy sustaining, and housing-focused service coordination. Provider must:
- a. Receive approval from the Department to provide services and be enrolled in Montana Medicaid as a service provider;
 - b. Ensure staff either hold a bachelor's degree in a social-service related field or have relevant experience that may substitute for education;
 - c. Ensure staff have at least one year of experience interacting with individuals who have mental health or co-occurring mental health and substance use disorders; and
 - d. Develop policies and procedures for initial and ongoing staff training for these services that includes education on federal and local housing programs;
 - e. Adhere to the service requirements for Tenancy Support Specialist outlined in the RFP for this grant, or in updates provided by the Department.
10. Support the establishment and continuation of Mobile Crisis Response Services by funding startup and one-time costs that accrue outside of the normal operational costs of operating a mobile crisis response team.
- a. One-time costs include:
 - i. Equipment to start an additional Mobile Crisis Response Team in year 1 and 2 of the grant cycle;
 - ii. Purchase of a vehicle in year 2 of the grant cycle; and
 - iii. Replacement of worn equipment in year 3 of the grant cycle.
 - b. The Department cannot reimburse through grants for Medicaid reimbursable services.
 - c. If contractor ceases service delivery during this grant cycle, contractor will be required to pay back start-up costs as requested by the Department.
11. Pursue a Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers.

C. Other Provisions:

1. Anything outside of the scope of above Section B requires the written approval of the Department prior to being funded through these grant monies.
2. Anything within the scope of above Section B that becomes Medicaid reimbursable during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies.

D. Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting for individuals served under this grant to include:
 - a. month reported;
 - b. date of service;
 - c. type of service;
 - d. service setting;
 - e. disposition;
 - f. For those served, identifying and socio-demographic data including:
 - i. name;
 - ii. date of birth;
 - iii. Social Security Number;
 - iv. gender;
 - v. race;
 - vi. employment status;
 - vii. housing status;
 - viii. veteran status; and
 - ix. highest grade completed;
 - g. Monthly member level data must be submitted with monthly invoice.
2. Contractor agrees to provide quarterly progress report to include:
 - a. Progress toward outcome metrics within strategic plan to include:
 - i. successes;
 - ii. challenges;
 - iii. strategies to overcome challenges; and
 - iv. technical assistance needs.
 - b. Community-level quarterly data to include:
 - i. total number of individuals diverted from:
 - a. an emergency department;
 - b. hospitalization;
 - c. the Montana State Hospital; and
 - d. jail;
 - ii. total number of behavioral-health related responses from law enforcement;
 - iii. total number of individuals booked into jail with an acute behavioral health diagnosis;
 - iv. total number of individuals with a behavioral health diagnosis who return to a detention center within 6 months of previous discharge;
 - v. total number of individuals diverted from an emergency department, hospitalization, and the Montana State Hospital; and
 - vi. total cost, including both Crisis Diversion Grant funding and other funding sources, of implementing each direct service.

- c. Quarterly progress reports must be submitted by:
 - i. Quarter 1 (July 2024 - September 2024): October 15, 2024
 - ii. Quarter 2 (October 2024—December 2024): January 15, 2025
 - iii. Quarter 3 (January 2025—March 2025): April 15, 2025
 - iv. Quarter 4 (April 2025—June 2025): July 15, 2025
 - v. Quarter 5 (July 2025 - September 2025): October 15, 2025
 - vi. Quarter 6 (October 2025—December 2025): January 15, 2026
 - vii. Quarter 7 (January 2026—March 2026): April 15, 2026
 - viii. Quarter 8 (April 2026—June 2026): July 15, 2026
 - ix. Quarter 9 (July 2026 - September 2026): October 15, 2026
 - x. Quarter 10 (October 2026—December 2026): January 15, 2027
 - xi. Quarter 11 (January 2027—March 2027): April 15, 2027
 - xii. Quarter 12 (April 2027—June 2027): July 15, 2027

- 3. The Department will electronically provide monthly and quarterly data reporting template.

ATTACHMENT B

BUDGET

UNITED WAY - Crisis Diversion Grant SFY25-27 Budget				
Funding Option:	SFY25 Budget:	SFY26 Budget:	SFY27 Budget:	
1.1.a. Crisis Coalition Coordinator	\$ 110,000.00	\$ 122,733.89	\$ 113,611.18	
1.1.b. Resource Mapping	\$ 2,000.00	\$ 6,800.00	\$ 2,000.00	
1.1.c. Crisis System Technical Assistance	\$ 81,000.00	\$ 81,000.00	\$ 81,000.00	
1.1.d. 211 System Support	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	
Tier 1 Total:	\$ 235,000.00	\$ 252,533.89	\$ 238,611.18	
2.1.a. Crisis Intervention Team (CIT) Program	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
2.2.a. Community-based Care Coordination	\$ 136,281.60	\$ 140,370.04	\$ 144,581.15	
2.3.b. Tenancy Support Specialist	\$ 109,923.20	\$ -	\$ -	
2.4.b. Mobile Crisis Response Program startup and one-time costs	\$ 30,000.00	\$ 85,000.00	\$ 30,000.00	
Tier 2 Total:	\$ 283,704.80	\$ 232,870.04	\$ 182,081.15	
3.1.a. Innovative Crisis Projects	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	
Tier 3 Total:	\$ 77,875.20	\$ 80,211.46	\$ 82,617.80	
Administrative Costs:	n/a	n/a	n/a	
<i>Total Budget:</i>	SFY25 Total:	SFY26 Total:	SFY27 Total:	
	\$ 596,580.00	\$ 565,615.39	\$ 503,310.13	
SFY25-27 Total Award:		\$ 1,665,505.52		
<i>NOTE: This grant requires a local match for applicable expended funds. Administrative Costs are not applicable to calculating the required match.</i>				
<i>Match required if total applicable budget is expended:</i>	\$ 2,081,881.89	<i>Match Rate:</i>		0.8

**ATTACHMENT C
INVOICE TEMPLATE**

BHDD, DPHHS

Invoice

100 N Park Ave. Suite 300
Helena, MT 59601
(406) 444-3964

INVOICED PERIOD	SUBMISSION DATE
[Insert month of service]	[Insert date submitted]

CONTRACTOR
[Submitter Name, Title]
[Contractor Name]
[Email Address]
[Contact Number]

CONTRACT #	CONTRACT TOTAL
[Insert contract number]	[Insert contract total]

PROGRAM
Crisis Diversion Grant

EXPENSE CATEGORY	EXPENSE TYPE	ATTACHMENT TITLE	DESCRIPTION	AMOUNT
		[All costs require back up documentation to be submitted with this invoice template.]		

ADDITIONAL COMMENTS:
[Include information on monthly contribution to matching fund requirement here, if applicable]

SUBTOTAL	\$	-
ADMINISTRATIVE FEE RATE		0%
ADMINISTRATIVE FEE	\$	-
TOTAL	\$	-

SIGNATURE:

If you have any questions about this invoice, please contact:
[(406) 444-3964 or CrisisServices@mt.gov]

ATTACHMENT D
ANNUAL ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, UNITED WAY, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or

other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the YELLOWSTONE COUNTY.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is

through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section

508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

SOURCES OF INFORMATION

DPHHS GS-302

Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [HIPAA Home | HHS.gov](http://www.hhs.gov/hipaa)

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention <http://www.cdc.gov/Other/privacy.html>. The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

CONTRACTOR

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Date: 12/26/2024