

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 12-13-2016



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☐ Superintendent's Report
Action: ☐ Resignation ☐ Hiring ☐ Contract Service Agreements
 ☐ Travel Out-of-State ☐ Travel In State ☒ Approvals
 ☐ Termination ☐ Legal Matters ☐ Other:
 This action request pertains to ☐ Elementary (only) ☒ High School/District Wide

Date: 12-7-2016

To: **John Rouse**
 Superintendent

From: Jill Mattingly
Title: Special Education Director

Subject: Pre-Employment Transition Services Contract for Funding; Vocational Rehabilitation and Blind Services

Description: Contract between Browning Public Schools and DPHHS for billing for pre-employment transition services that are provided to students with disabilities age 14-21, attending High School. These services help to strengthen the education-to-career connections and increase employment for people who experience barriers to employment.

Financial Impact: Please see page 40 Attachment F for Contract Fee Schedule

Funding Source (Budget/grant, etc.): Salaries, benefits, and payroll costs to be charged against budget for respective building/program/grant as applicable.

Attachment(s): contract from DPHHS

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____

**State Of Montana
Department Of Public Health And Human Services**

GENERAL CONTRACT

PROGRAM NAME: Vocational Rehabilitation and Blind Services

SCHOOL DISTRICT/CONTRACTOR NAME: Browning Public Schools

CONTRACT #17-01-175-0067-0

SECTION 1. PARTIES

THIS CONTRACT is entered into between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 111 North Last Chance Gulch, Suite 4C, P.O. Box 4210, Helena ,MT 59604, (406) 444-2590; and Browning Public Schools (the "Contractor"), whose contact information is as follows: 81-6000470 (Federal ID Number); PO Box 610 (Street); Browning (City), MT (State), 59417 (Zip Code); (406)338-2715 (Phone Number) and (406) 338-2708 (Fax Number) respectively.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Contract is for the Contractor to provide, or arrange for the provision of, Pre-Employment Transition Services (Pre-ETS) to all students with disabilities in need of such services who are eligible or potentially eligible for services under section 113 of the Rehabilitation Act, as amended under the Workforce Innovation and Opportunity Act (WIOA). The objective is for schools to support high school students with disabilities in developing their independence and preparing them for higher education or the workplace.

SECTION 3. TERM OF CONTRACT

- A. The term of this Contract is from October 1, 2016 through September 30, 2017 unless terminated in accordance with the Contract.

This Contract may be extended for up to six (6) additional one-year extensions if the parties agree in writing to the extension prior to the end of the current term of this Contract.

- B. The completion date of performance for purposes of issuance of final payment for services under this Contract is the date upon which:
1. the Contractor is required to perform nothing further and has no additional corrective actions to complete; and
 2. all final reports required under this Contract are appropriately submitted and are satisfactory.

- C. After completion or termination of this Contract, Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, records retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.
- D. This contract may be subject to change contingent upon forthcoming federal guidance and policy directives.

SECTION 4. DEFINITIONS

The following words and phrases are defined for purposes of this Contract.

1. Pre-Employment Transition Services (Pre-ETS) is defined as the following five (5) required activities that the Contractor must provide to students with disabilities in need of such services and includes:
 - A. Job Exploration Counseling: Job exploration counseling may be provided in a classroom or community setting and include information regarding in-demand industry sectors and occupations, as well as non-traditional employment, labor market composition, administration of vocational interest inventories, and identification of career pathways of interest to the students. Job exploration counseling provided on an individual basis might be provided in school or the community and include discussion of the student's vocational interest inventory results, in-demand occupations, career pathways, and local labor market information that applies to those particular interests.
 - B. Work-based learning experiences: Work-based learning experiences in a group setting may include coordinating a school-based program of job training and informational interviews to research employers, work-site tours to learn about necessary job skills, job shadowing, or mentoring opportunities in the community. Work-based learning experiences on an individual basis could include work experiences to explore the student's area of interest through paid and unpaid internships, apprenticeships, short-term employment, fellowships, or on-the-job trainings located in the community. These services are those that would be most beneficial to an individual in the early stages of employment exploration during the transition process from school to post-school activities, including employment.
 - C. Counseling on opportunities for enrollment in comprehensive transition or post-secondary education: Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education in a group setting may include information on course offerings, career options, the types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways. This information may also be provided on an individual basis and may include advising students and parents or representatives on academic curricula, college application and admissions processes, completing the Free Application for Federal Student Aid (FAFSA), and resources that may be used to support individual student success in education and training, which could include disability support services.

- D. Workplace readiness training: Workplace readiness training may include programming to develop social skills and independent living, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, understanding employer expectations for punctuality and performance, as well as other “soft” skills necessary for employment. These services may include instruction, as well as opportunities to acquire and apply knowledge. These services may be provided in a generalized manner in a classroom setting or be tailored to an individual’s needs in a training program provided in an educational or community setting.
- E. Instruction in self-advocacy: Instruction in self-advocacy in a group setting may include generalized classroom lessons in which students learn about their rights, responsibilities, and how to request accommodations or services and supports needed during the transition from secondary to postsecondary education and employment. During these lessons, students may share their thoughts, concerns, and needs, in order to prepare them for peer mentoring opportunities with individuals working in their area(s) of interest. Further individual opportunities may be arranged for students to conduct informational interviews or mentor with educational staff such as principals, nurses, teachers, or office staff; or they may mentor with individuals employed by or volunteering for employers, boards, associations, or organizations in integrated community settings. Students may also participate in youth leadership activities offered in educational or community settings.

2. The term “student” means

3. The term “Student with a disability” means an individual with a disability in a secondary, postsecondary or other recognized education program who:

- a. Is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C. 1414(d)(1)(A)(i)(VIII)); or
- b. if the State involved elects to use a lower minimum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), is not younger than that minimum age; and
- c. is not older than 21 years of age; or
- d. if the State law for the State provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), is not older than the maximum age; and
- e. is eligible for, and receiving special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.); or is an individual with a disability receiving services under a section 504 plan; or is an individual with a disability who does not have a section 504 accommodation and is not receiving services under an IEP.

4. “Students with disabilities” means more than one student with a disability.

5. “Potentially eligible” refers to all students with disabilities, regardless of whether they have applied for or been determined eligible for the VR program.

6. “Competitive integrated employment” is defined as work paid at the greater of minimum or prevailing wages with commensurate benefits occurring in a typical work setting where the employee with a disability interacts or has the opportunity to interact continuously with co-workers without disabilities, and has an opportunity for advancement and job mobility.

7. "Disability" is defined as a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or regarded as having an impairment.
8. A "14(c) Certificate Holder" is any employer which has been authorized under Section 14(c) of the Fair Labor Standards Act, after receiving a certificate from the Wage and Hour Division, to pay Subminimum wages - wages less than the Federal minimum wage - to workers who have disabilities for the work being performed.

SECTION 5. SERVICES TO BE PROVIDED AND SCOPE OF WORK

1. The Contractor must provide, or arrange for the provision of, Pre-Employment Transition Services (Pre-ETS) to all students with disabilities in need of such services who are eligible or potentially eligible for services under section 113 of the Rehabilitation Act, as amended.
 - a. Pre-Employment Transition Services include the following five (5) services: job exploration counseling, work-based learning experiences, counseling on opportunities for enrollment in postsecondary education, work place readiness training, and instruction in self-advocacy. These services are required under this contract and are more fully defined in this contract under Section 4 – Definitions.
 - b. Prior to delivery of any Pre-Employment Transition Services to students, the Contractor must develop a work plan, including goals and objectives, and receive Department approval in writing regarding the work plan. The work plan may be amended or altered by the Contractor at any time, but any changes must be pre-approved by the Department before implementing. A template form for the work plan is included with this contract as Attachment J.
 - c. Progress reports are required to be completed by the Contractor on a quarterly basis and submitted to the Department. A template form for the report to be used by the Contractor is included with this contract as Attachment K.
 - d. Funds provided by the Department through this contract may only be used by the Contractor to provide, or arrange for the provision of Pre-Employment Transition Services for students with disabilities as defined on page 3.
2. The Contractor shall provide the five required Pre-Employment Transitions Services described under Section 110 of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act, to enrolled students with disabilities. The provision of Pre-Employment Transition Services can begin when a student turns fourteen years of age. The provision of Pre-Employment Transition Services will end when the individual no longer meets the definition of a student with a disability.
3. All Pre-Employment Transition Services must be delivered within a competitive integrated employment model.
4. Pre-Employment Transition Services can be provided to students in a group setting as well as to individual students.
5. The Contractor is prohibited from entering into a contract or other arrangement with any entity who is a 14(c) certificate holder as defined by Section 14(c) of the Fair Labor Standards Act under the U.S. Department of Labor for purposes of operating a program in which youth with disabilities are employed at subminimum wage.
6. A resource guide is available to the Contractor as Attachment L. This guide lists training and collaboration partners to provide technical assistance to assist the Contractor in developing and

implementing a quality and effective work plan. This guide includes the Vocational Rehabilitation and Blind Services (VRBS) field offices. The Contractor is required to maintain regular communication with the VRBS staff liaison associated with this contract or their local VRBS field office.

7. The Contractor is encouraged to refer students with disabilities to Vocational Rehabilitation and Blind Services for additional consumer services, but the referral is optional and is not considered a pre-employment transition service under this contract.
8. The Contractor must ensure that the school retains documentation for each student who has received pre-employment transition services. This documentation may be recorded through one manner of various methods, such as transcripts (the preferred method), the IDEA summary of performance, or an individual letter written to the student which is retained in the student's record file that is maintained by the school (the least preferred method). The Contractor's work plan should specify the method of implementation for this requirement.
9. Time is of the essence under this Contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
10. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law. Training and technical assistance will be provided to the Contractor through Vocational Rehabilitation and Blind Services as well as the Montana Pre-Employment Transition Services Technical Assistance Center.
11. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this Contract.
12. After completion or termination of the Contract, Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.
13. This Contract is predicated in part on the use of the features specified in the Contract, the Contractor's work plan and, if applicable, the attachments and materials referred to in those documents, including resources, persons, and personnel qualifications. The Contractor must ensure it will apply those specific resources, persons, personnel qualifications, and other performance features as required. The Contractor may not substitute specified features without written approval of the Department. Substitutions proposed must be equal to or better than those originally proposed, offered or identified.
14. The Contractor must maintain compliance with the requirements of the Contract regarding the planning and delivery of Pre-Employment Transition Services and therefore must not vary from them without the written approval from the Department. The Department may recover any monies paid to the Contractor when the Contractor has failed to maintain these requirements or has varied from them without written approval of the Department retroactive to the date of occurrence.
15. Nothing in this agreement is to be construed as reducing the obligation of the Local Educational Agency/Contractor to provide or pay for transition services under IDEA that are also considered

special education or related services and that are necessary for ensuring a free appropriate public education (FAPE) to children with disabilities.

16. The Contractor agrees to acknowledge the sponsorship of Vocational Rehabilitation and Blind Services with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from Vocational Rehabilitation and Blind Services. Contractor further agrees to identify the role of Vocational Rehabilitation and Blind Services with respect to any individual highlighted or publicized by or through Contractor, when such individual is a Vocational Rehabilitation and Blind Services client.
17. The Contractor must provide additional documentation for students with disabilities who are known to be seeking subminimum wage employment. The documentation must at a minimum, contain the—
 - (i) Youth's name; (ii) Description of the transition services under the Individuals with Disabilities Education Act (IDEA) and Pre-Employment Transition Services completed; (iii) Name of the provider of the required service or activity; (iv) Date required service or activity completed; (v) Signature of educational personnel documenting completion of the required service or activity; (vi) Date of signature described in paragraph and (vii) Signature of educational personnel transmitting documentation to Vocational Rehabilitation and Blind Services (VRBS); and (viii) Date and method (e.g., hand-delivered, faxed, mailed, e-mailed, etc.) by which document was transmitted to the designated State unit. The educational personnel must transmit the documentation required of this section to VRBS as soon as possible upon the completion of the required services, but no later than 30 calendar days after the completion of the service; or 60 calendar days, if additional time is necessary due to extenuating circumstances

In the event a student with a disability or, as applicable, the youth's parent or guardian, refuses to participate in the Pre-Employment Transition Services, documentation must, at a minimum, contain the (i) Youth's name; (ii) Description of the refusal and the reason for such refusal; (iii) Signature of the youth or, as applicable, the youth's parent or guardian; (iv) Signature of the educational personnel documenting the youth's refusal; (v) Date of signatures; (vi) Signature of educational personnel transmitting documentation of the refusal to the designated State unit; and (vii) Date and method (e.g., hand-delivered, faxed, mailed, e-mailed, etc.) by which documentation was transmitted to VRBS. Documentation required when a youth has refused to participate in Pre-Employment Transition Services must be provided to VRBS within 5 calendar days of the youth's refusal to participate.

When the educational personnel transmits the last documentation to VRBS regarding the services provided to the student, the educational personnel must provide a cover sheet that itemizes the documentation that has been provided to VRBS regarding that student. The educational agency must retain a copy of all documentation provided to VRBS.

SECTION 6. CONSIDERATION AND PAYMENTS

The Department will reimburse the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract as follows:

- A. The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed the fee schedule as shown in Attachment F for which the contract is in effect and for the quarters for which the Contractor is eligible to receive contract funds. The Contractor will make every effort to spend [use] the funds issued by the Department during the contract period. The Contractor is allowed to carry over unspent funds for up to one year past the original funding period.

In consideration of the fee for services that are provided through this Contract, the Contractor is to receive from the Department reimbursement for services rendered in accordance with the reimbursement guidelines and fees in Attachment F.

B. Billing for Performance

The Contractor may only bill and receive payment for services that have been performed.

C. Other Programs as Payers for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

D. Billing Procedures and Requirements

1. The Department will pay / reimburse the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract pursuant to the following specified payment / fee schedule in Attachment F.
2. The Contractor must bill in accordance with the following procedure. Bills should be submitted quarterly within 30 days following the end of the quarter billed for, with appropriate documentation of service.
3. Payment to the Contractor shall be made to:

Browning Public Schools(Contractor Name)
PO Box 610(Contractor Address)
Browning(City), MT(State), 59417 (Zip Code)

4. This Contract is valid and enforceable only if sufficient funds are made available to the State of Montana and by the State of Montana for the appropriate fiscal year for the purposes of this program.
5. The Contractor must bill in accordance with the procedures and requirements the Department identifies and must submit invoices on forms the Department provides itemizing all services and expenses for reimbursement. See Attachment I.

E. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

F. Sources of Funding

The sources of the funding for this Contract are the mandated 15% reserve of the federal grant from the Rehabilitation Services Administration of the U.S. Department of Education (Grant # H126A150038 and/or H126A160038, CFDA 84.126A).

G. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies the Contractor receives in error are a debt the Contractor owes to the Department. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

H. Withholding for Failure to Perform

The Department may withhold payment at any time during the term of this Contract and may withhold final payments under this Contract if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this Contract. The Department will give the Contractor written notice of both the amount being withheld and of the basis for the withholding of payment.

SECTION 7. CONFLICTS OF INTEREST AND ANTITRUST VIOLATIONS

A. The Contractor must:

1. comply with applicable state and federal laws, rules and regulations regarding conflicts of interest in the performance of its duties under this Contract;
2. cooperate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Contract;
3. establish safeguards to prohibit its board members, officers and employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain; and
4. have no interest nor acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Contract.

B. This Contract is subject to immediate termination if the Contractor engages in any violation of state or federal law relating to:

1. mail fraud, wire fraud, making false statements, price fixing and collusion to fix prices under the Sherman Act, 15 U.S.C. §§ 1-7 and engagement in kickback schemes in violation of the Anti-Kickback Act, 41 U.S.C. §§ 51-58; and

2. collusion with other contractors in a noncompetitive manner to gain unfair advantage in providing services at a noncompetitive price in violation of §18-4-141, MCA.
- C. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 8. REPORTING OF FALSE CLAIMS, FRAUD, AND OTHER CRIMINAL MATTERS

- A. The Contractor, its employees, agents and subcontractors must immediately report any credible evidence of misconduct involving federal funds under this Contract, including any false claim under the federal False Claims Act (31 U.S.C. §§ 3729-3733), to the Office of Inspector General for the federal Department of Health and Human Services, the federal Department of Education or the federal Department of Agriculture, as applicable.
- B. The Contractor must report to the Department or other state authority any credible evidence that a violation of the Montana False Claims Act, at Title 17, Chapter 8, Part 4, MCA, has been committed.

SECTION 9. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for seven (7) years after its completion date.
1. Records developed for the purposes of delivery of human services under this Contract are the property of the Department and must be maintained, retained, transferred and disposed of as provided in this Contract or as otherwise directed by the Department.
 2. Records pertaining to the delivery of medical services are not subject to the requirement of Subsection 1 except to the extent expressly provided for in this Contract or as a necessary feature of the delivery of a human service such as medical evaluations for purposes of eligibility and service delivery of Pre-Employment Transition Services.
 3. The Department will provide the Contractor with copies of any forms of documents and records the Department specifically requires the Contractor to use in the performance of this Contract.
- B. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 10. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices that

(1) permits timely development of all necessary cost data in the form contemplated by the contract type, (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles ("GAAP"); and (3) complies with any other accounting requirements the Department specifies.

B. Internal Controls

The Contractor must maintain and document an adequate system of internal controls that address the: (1) control environment, (2) risk environment, (3) risk assessment, (4) control activities, (5) information, communications, and monitoring.

C. Separate Accounting of Funding

The Contractor must separately account for and report the source, the receipt, and the expenditure of the different types of program funding received from the Department under this Contract. Except as may be expressly allowed for under this Contract, each different fund must be accounted for separately and may not be diverted or commingled.

D. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter this Contract until the expiration of seven (7) years including extensions as referenced in Section 3 from the completion date of this Contract. § 18-1-118, MCA.

E. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

F. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

G. Federal Financial Requirements

1. The Contractor must maintain appropriate financial, accounting and programmatic records necessary to substantiate conformance with federal requirements governing fund expenditures, even if this Contract is not cost / budget based.
2. The Contractor must comply with the audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the cost and accounting principles set forth in the provisions of the applicable OMB Circular concerning the use of the funds provided under this Contract, that is, OMB Circular "A-21, Cost Principles for Educational Institutions" concerning the use of the funds provided under this Contract.

SECTION 11. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor may not agree to assign, transfer, delegate or subcontract this Contract in whole or in part, or any right or duty arising under this Contract, unless the Contractor submits a written request to the Department's liaison and the Department gives its express written approval to the assignment, transfer delegation or subcontract. Any agreement to assign, transfer, delegate or subcontract to which the Department does not give its express written approval is null and void; does not make the Department a party to that agreement; and creates no right, claim or interest in favor of any party to that agreement against the Department.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor related to the obligations of the Contractor under this Contract must be in writing, must be subject to the terms and conditions of this Contract, and must contain any further conditions as may be required by the Department.
- C. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- D. In accordance with the sections of this Contract regarding indemnification, the Contractor must indemnify and hold the Department harmless with respect to any suit or action arising out of or brought by any party to an assignment, transfer, delegation or subcontract.

SECTION 12. INDEMNIFICATION

- A. The following apply for the purpose of this section:
 1. "Contractor" includes the Contractor and any officer, employee, volunteer, agent, subcontractor, representative or assignee of the Contractor and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract for or on behalf of the Contractor.
 2. "State of Montana" includes the State of Montana and the Department, and any of their officials, employees, volunteers or agents acting within the scope of their duties and responsibilities.
 3. "Allegation of liability" includes both actual and alleged claims, demands, and legal causes of action.

- B. The Contractor shall at its sole cost and expense indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, including personal injury, death, or damage to property, and any resulting judgments, losses, liability, penalties, costs, fees, cost of legal defense and attorney's fees in favor of third parties, including the officers, employees and agents of the Contractor.
- C. The obligation of the Contractor to indemnify, defend, and hold harmless the State of Montana under this section extends only to losses, liabilities, damages, costs, or fees resulting or arising in whole or in part from any actual or alleged actions, failures, or omissions of the Contractor and of the State of Montana as jointly liable with the Contractor relating to performance under this Contract, including any actual or alleged:
 - 1. acts, errors, omissions or negligence, whether willful or not;
 - 2. failure or omission to perform the duties, responsibilities or services under this Contract; or
 - 3. failure to comply with any federal, state, and local legal authorities, regulations, and ordinances applicable to the services or work to be provided under this Contract or applicable to the work environment or employment practices of the Contractor.

The obligation of the Contractor to indemnify, defend and hold harmless the State of Montana under this section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of the State of Montana.
- D. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
- E. If the Department determines the Contractor has failed to fulfill its obligations as the indemnitor under this section, the Department may proceed to undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.
- F. The Contractor must reimburse the Department under this section for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense the Department incurs including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 13. LIMITATIONS OF STATE LIABILITY

Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

SECTION 14. INSURANCE COVERAGE

A. General Requirements

- 1. The following definitions apply for the purposes of this section.

- a. "Contractor's agents" include subcontractors, representatives, assignees, volunteers and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract on behalf of Contractor.
 - b. "Claim" includes both actual and alleged claims, demands, and legal causes of action.
2. The Contractor must acquire and maintain adequate liability insurance coverage in the forms and amounts stated in this section to assure the State of Montana that there is insurance coverage for any potential losses, damages, and other expenses that may arise in the Contractor's performance of this Contract.
3. The Contractor must provide the Department with a copy of the certificate of insurance prior to performance showing compliance with the requisite coverage and at the request of the Department shall provide copies of any insurance policies pertinent to the requisite coverage, any endorsements to those policies, and any subsequent modifications of those policies.
4. The Contractor must maintain the insurance required in this section throughout the time period of this Contract. During the term of this Contract, the required insurance may not be changed in any way which renders it not in conformance with the requirements of this section, including but not limited to cancellation of the insurance, allowing the insurance to expire, reduction or restriction of the terms and coverage, until the insurance carrier has given the Department's liaison 30 days' written notice prior to the change and the Contractor has obtained written commitment for replacement coverage that is in conformance with the requirements of this section and proof that the replacement coverage is given with the notice to the Department. The Contractor must notify the Department immediately of any material change in insurance coverage and must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued.
5. The Contractor is responsible for paying all premiums and deductibles for each insurance policy required by this Contract.
 - a. Any deductible or self-insured retention must be declared to the Department. At the request of the Department, the Contractor must
 - i. reduce or eliminate such deductibles or self-insured retentions in relation to the State of Montana, its officials, employees, and volunteers; or
 - ii. procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
6. Each insurance policy required in this section must be purchased from an insurance carrier authorized to do business in the State of Montana with an A.M. Best's rating of no less than A-, or through a qualified self-insurer plan implemented in accordance with Montana law and subject to the approval of the Department.
7. Each insurance policy required in this section shall be the primary insurance as it concerns the State of Montana, its officials, agents, employees, and volunteers and must apply separately to each project or location. Any insurance or self-insurance maintained separately by the State of

Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and shall not contribute with it.

8. Except for professional liability insurance, the Contractor's insurance must include coverage for its subcontractors, or the Contractor must furnish to the Department copies of separate certificates of insurance and endorsements for each subcontractor. Except for professional liability insurance, Contractor's insurance coverage must also specify that the State of Montana, including its officials, employees, agents and volunteers, is covered as additionally insured for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor's officers, employees and agents and of the Contractor's performance, the services and products, and the completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor.
9. The Contractor's insurance coverage under any insurance policy necessary for performance of this Contract is the primary insurance in respect to the State of Montana, including its officials, agents, employees, and volunteers and must apply separately to each project or location. Any insurance or self-insurance maintained by the State of Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and does not contribute with it.
10. If the total of losses for submitted claims exceeds the aggregate amount of insurance coverage a Contractor has, the Contractor must procure additional coverage based upon those increased claims for the remaining term of this Contract.

B. General Liability Insurance

1. The Contractor must have primary general liability insurance coverage that covers tort and other claims of liability arising from personal harm or losses, bodily injuries, death, or damages to or losses or real and personal property or for other liabilities that may be claimed in relation to the Contractor's performance. The insurance must cover claims that may be caused by any act, omission, or negligence of the Contractor or the Contractor's officers, employees, or agents.
2. General liability insurance coverage must have combined single limits for bodily injury, personal harm or loss, and property damage or loss of \$1,000,000 per occurrence and \$2,000,000 per aggregate year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities or towns pursuant to § 2-9-108, MCA.

C. Automobile Liability Insurance

1. The Contractor must have automobile insurance coverage that covers claims caused by any act, omission, or negligence of the Contractor or the Contractor's officers, employees, or agents. The coverage must be comprehensive and cover Contractor owned, leased, hired, or borrowed vehicles or use of personal vehicles.
2. The Contractor must maintain at a minimum automobile insurance coverage inclusive of bodily injury, personal injury or loss, and property damage, with split limits of \$1,000,000 per person for personal injury or loss, \$2,000,000 per accident occurrence for personal injury or loss, and

\$1,000,000 per accident for property damage, or combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year..

D. Professional or Errors and Omissions Liability Insurance

1. The Contractor must have professional insurance to cover such claims as may be caused by an error, omission, or other negligent act of the Contractor as a professional and any other employed or subcontracted professional staff involved in providing the contracted services.
2. At minimum, the coverage must have combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
3. If occurrence coverage is not available or is cost prohibitive, the Contractor may provide "claims made" coverage if:
 - a. the commencement date of this Contract does not fall outside the effective date of insurance coverage; and
 - b. the claims made policy has a three-year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 15. COMPLIANCE WITH BUSINESS, TAX, LABOR, AND OTHER LEGAL AUTHORITIES

- A. The Contractor assures the Department that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- B. The Contractor and its employees, agents and subcontractors are not employees of the State of Montana and the Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- C. The Contractor must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this contract. The Contractor must provide the Department with proof of necessary insurance coverage as it may be issued to the Contractor and must immediately inform the Department of any change in the status of the Contractor's coverage.
- D. If the Contractor has received an independent contractor certification from the Montana Department of Labor and Industry as to the Contractor for workers' compensation and other purposes, the Contractor must provide the Department with a copy of the current certification and must immediately inform the Department of any change in the status of the Contractor's certification. This requirement is not applicable if the Contractor's occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent contractor certification.

- E. The Contractor and its employees, agents and subcontractors must report to the Department or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, Chapter 8, Part 4, MCA, has been committed.
- F. The Contractor, as a Contractor for the State of Montana, must comply on an on-going basis with the Montana prevailing wage requirements in Title 18, Chapter 2, Part 4, MCA unless the services contracted for are "human services" or one of the other exclusions from the prevailing wage requirement.
- G. The Contractor may not use a person as an independent contractor in the performance of its duties and responsibilities under this Contract unless that person is currently certified in accordance with Montana legal authorities as an independent contractor and remains so, or is otherwise exempt under Montana legal authorities from the requirement to possess an independent contractor certification.
- H. The Contractor is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor, the Contractor's employees, and any persons providing services on behalf of the Contractor under this Contract.
- I. The Contractor must comply on an on-going basis with all applicable federal and state legal authorities, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.
- J. The Contractor shall only employ, contract or otherwise engage personnel who are authorized to work in the United State in accordance with applicable federal and state laws.
- K. The section of this Contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving the Department that accrue or result from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this Contract is an employee of the Department.

SECTION 16. CIVIL RIGHTS

A. Discrimination Prohibited Under Federal and State Authorities

The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana. The Contractor may not receive funds from the State of Montana if the Contractor engages in discrimination on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes.

B. Compliance with Federal and State Authorities

The Contractor must comply, as applicable, with the provisions of:

1. Montana Human Rights Act (§ 49-2-101, *et seq.*, MCA);
2. Montana Governmental Code of Fair Practices (§ 49-3-101, *et seq.*, MCA);
3. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
4. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
5. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;
6. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
7. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;
8. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212);
9. Executive Order Nos. 11246 and 11375 and 41 C.F.R. Part 60, requiring equal employment opportunities in employment practices; and
10. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.

C. Civil Rights Violations

The Department may undertake any and all actions, including contract termination, necessary to remedy any prohibited discriminatory action by the Contractor or to remedy any failure by the Contractor to carry out an affirmative action as required in federal or state legal authorities.

SECTION 17. FEDERAL REQUIREMENTS

A. Generally

Prior to signing this Contract, the Contractor must sign and submit to the Department OMB Form 424B (Rev. 7-97) (known as “Assurances – Non-Construction Program,” (Attachment C) and the Department’s “Certification of Compliance with Certain Requirements for Department of Public Health & Human Services (May 2011)” (See Attachment A). The Contractor must comply with and ensure its subcontractors’

compliance with the applicable federal requirements and assurances in those forms, including any related reporting requirements. The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

B. Political and Lobbying Activities

1. Except as expressly permitted by state and federal legal authorities, the Contractor, its employees and agents may not use any monies received under the terms of this Contract to make payments for salaries, expenses or otherwise related to:
 - a. any political activities;
 - b. publicity or propaganda, or 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 U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships;
 - c. the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification or any federal contract, grant, loan or cooperative agreement; and
 - d. influencing or attempting to influence:
 - i. a member, officer or employee of the U.S. Congress or of any branch of any state or local legislative body, an employee of a member or officer of the U.S. Congress or of any branch of any state or local legislative body;
 - ii. any legislation or appropriations pending before the U.S. Congress or a state or local legislative body; or
 - iii. any officer or employee of any federal or state agency.
2. If the Contractor, its employees or agents pay any funds other than the monies received under this Contract to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this Contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL" (See Attachment E). The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.

C. Prohibition on Contracting with Federally Debarred Entities or Persons

1. The Department, in accordance with the Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Order Nos. 12549 and 12689, the Contractor is prohibited from contracting with any entity that is debarred, suspended, or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the entity's obligations under this Contract with the Department if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies. The general federal listing of

debarred persons and entities for contracting purposes is maintained by the federal General Services Administration ("GSA") at www.epls.gov.

2. If the Department discovers the Contractor is not in compliance with these contract-related federal debarment requirements, the Department:

- a. must notify the federal government;
- b. may continue this Contract for its current term unless the Secretary of the federal Department of Health and Human Services or other authorizing federal authority directs otherwise; and
- c. may only renew or otherwise extend the duration of the existing contract with the Contractor if the federal government provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this Contract.

D. Reporting for Compliance with the Federal Funding Accountability and Transparency Act. The Federal Accountability and Transparency Act requires that sub-recipients of federal monies received from the department either through a federal grant or contract, including contracts with federal Medicaid monies as consideration, must report to the department the information specified in this subsection. This requirement applies only to contracts having consideration greater than \$25,000.

1. The following definitions apply for the purpose of with this section:

- a. "Entity" includes a corporation, an association, a partnership, a limited liability company, a limited liability partnership, a sole proprietorship, a nonprofit corporation, any other legal business entity, a tribe or tribal entity, an institution of higher education and a state or local government. It does not include a natural person and performance is not related to any business or nonprofit organization that the person may own, control or operate.
- b. "Federal award" includes monies received by the Department through federal grants and contracts, and includes the expenditure of federal monies under cooperative agreements, including all forms of Medicaid payments. It does not include payments and reimbursements made to vendors of supplies, equipment, maintenance and other routine services.
- c. "Total compensation" includes the cash and noncash dollar value earned by the official/executive during the Contractor's past fiscal year and includes the following [for more information see 17 C.F.R. § 229.402(c) (2)]:
 - i. Salary and bonus;
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards ("FAS") No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
 - iii. Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees;

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans;
 - v. Above-market earnings on deferred compensation which is not tax-qualified; and
 - vi. Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
2. The Contractor will submit to the Department the following information related to the monies paid pursuant to this Contract in the time and manner the Department directs in fulfillment of the reporting requirements 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:
- a. name of the entity receiving the award;
 - b. pertinent North American Industry Classification System ("NAICS") code for the Contractor's business activity;
 - c. Data Universal Numbering System ("DUNS") identifier assigned to the Contractor or other unique identifier of the entity receiving the award;
 - d. DUNS identifier or other unique identifier assigned to the parent entity of the recipient, should the recipient be owned by another entity;
 - e. award title;
 - f. descriptive purpose of the funding action;
 - g. amount of the award;
 - h. transaction type;
 - i. funding agency;
 - j. Catalog of Federal Domestic Assistance number for grant derived program funding;
 - k. program source;
 - l. location of the entity receiving the award, including four data elements for the city, state, congressional district, and country; and
 - m. location of the primary place of performance under the award, including four data elements for city, state, congressional district, and country.
3. The Contractor must mail to the Department each year during the term of this Contract an "Officers/Executive Compensation Report" ("the Compensation Report") if the Contractor has:
- reported gross income in the previous tax year totaling \$300,000 or more;
 - consideration for this Contract totaling \$25,000 or more at the signing of or any time during the term of this Contract;
 - annual gross revenues totaling more than \$25,000,000; and

- federal awards which constitute 80% of the Contractor's annual gross revenues.
- a. The Compensation Report will present (1) the individual names and total compensation of the five most highly compensated officers/executives of the Contractor for the most recent full calendar year, and (2) the Contractor's DUNS number issued through Dun and Bradstreet. The most highly compensated officers/executives reporting is limited to persons who are engaged in governance and management and does not include highly compensated professionals such as physicians who do not participate substantively in governance or management.
- b. The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of this Contract on the anniversary of the initial date of submittal, even if the total consideration for this Contract is later amended to be less than \$25,000.
- c. The Contractor will submit the Compensation Report to the Department by United States Postal Service first-class mail addressed as follows:

DPHHS
Attn: BFSD-FFATA Reporting
P.O. Box 4210
Helena, MT 59604-4210
- d. In lieu of the Compensation Report, the Contractor may submit to the Department the most currently available public report of compensation information as reported to:
 - i. the Security and Exchange Commission ("SEC") under Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 through the Contractor's annual proxy statement; or
 - ii. the Internal Revenue Service under Section 6104 of the Internal Revenue Code of 1986 through Section VII of the Contractor's Form 990.
- e. The Contractor does not need to report the compensation information of its top 5 officers/executives if the federal government designates that information as classified and not subject to public release.

E. Text Messaging While Driving

The Contractor, its officers, employees, agents and subcontractors are prohibited from engaging in any form of electronic data retrieval or electronic data communication while driving in vehicles for purposes of the work contracted for through this Contract, including text messaging, reading from or entering data into any handheld or other electronic device, SMS texting, emailing, instant messaging, and obtaining navigational information. Driving includes operating a motor vehicle on an active roadway with motor running, including while temporarily stationary due to traffic, a traffic light, and a stop sign or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. The Contractor and its subcontractors are responsible for

ensuring its owners, officers, employees, agents and subcontractors are aware of and adhere to the requirements of this provision.

SECTION 18. CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

A. The following definitions apply for the purpose of this section.

1. "Personal information" means information appearing in any form, whether written, electronic or otherwise, concerning a person who is:
 - a. a consumer or recipient of services delivered by a departmental program;
 - b. otherwise the subject of a departmental activity; or
 - c. a departmental employee.
2. "Confidential personal information" means personal information which federal or state legal authorities or regulations protect from general public access and release. "Confidential personal information" includes but is not limited to the name, social security number, driver's license number, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act ("HIPAA") and Health Information for Economic and Clinical Health Act ("HITECH"), programmatic individual eligibility information, programmatic individual case information, programmatic payment and benefit information and information obtained from the IRS or other third parties that is protected as confidential.

B. Confidential Personal Information Held by the Contractor

During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of its contractual duties and responsibilities which contain personal information or confidential personal information and must use or disseminate such materials and information only in accordance with the terms of this Contract and any governing legal and policy authorities.

C. Security of Confidential Personal Information

In its use and possession of confidential personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

D. Notice by Contractor of Unauthorized Disclosures or Uses of Confidential Personal Information

Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such confidential personal information and to prevent further unauthorized disclosure or use of confidential personal information.

E. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Confidential Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any of the following:
 - a. any complaint lodged with, investigation initiated by, or any determination made by any federal entity [including the federal Department of Health and Human Services' Office of Civil Rights ("OCR") and the federal Department of Justice] related to any purported non-compliance by the Contractor with HIPAA and HITECH and their implementing regulations; or
 - b. any administrative action or litigation initiated against the Contractor based on any legal authority related to the protection of confidential information.
2. With its notice, the Contractor must provide the Department with copies of any relevant pleadings, papers, administrative or legal complaints and determinations.

F. Contractor compliance with HIPAA and HITECH and the Implementing Regulations Governing the Use and Possession of Personal Healthcare Information

1. If the Contractor uses or possesses individually identifiable personal healthcare information for purposes related to the performance of services provided under this Contract, the Contractor must comply with the privacy and security requirements of HIPAA and HITECH enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations implementing those requirements as they apply to the Contractor.
2. If the Contractor is a "business associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Department or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Contractor must execute the Business Associate Agreement attached to this Contract.

3. The Contractor must sign the Department's certification form attached to this Contract as Attachment A, certifying that the Contractor is in full compliance with applicable HIPAA and HITECH requirements as a covered entity or a business associate, as those terms are defined at 45 C.F.R. § 160.103. See Attachment H.
- G. The U.S. Departments of Labor and Education have provided joint guidance regarding data sharing and privacy. The Family Educational Rights and Privacy Act's (FERPA) audit or evaluation exception permits disclosure of personally identifiable information from education records for WIOA performance accountability purposes. The joint guidance can be found at the following link:
<http://familypolicy.ed.gov/sites/fpco.ed.gov/files/JOINT%20GUIDANCE%20ON%20DATA%20MATCHING%20TO%20FACILITATE%20WIOA%20PERFORMANCE%20REPORTING%20AND%20EVALUATION.pdf>

SECTION 19. 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 Contract.

- B. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party 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 Contract that any opinions expressed do not necessarily represent the position of the Department. 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 Contract 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 under a grant from the US Department of Education. The statements herein do not

necessarily reflect the opinion of the Montana Department of Public Health and Human Services or the Federal Government.”

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract 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 Contract.
- E. 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 contract monies to describe and promote services provided through this contract.

SECTION 20. TECHNOLOGY ACCESS FOR PERSONS WHO ARE BLIND OR VISUALLY IMPAIRED

- A. As required by § 18-5-603, MCA, information technology equipment and software purchased with contractual monies are an aspect of performance for purposes of this Contract must provide persons who are blind or visually impaired, including Contractor’s employees and agents, program participants, and members of the public, with access, including interactive use of the equipment and services, that is equivalent to that provided to persons who are not blind or visually impaired.
- B. The requirements of this section are not applicable to the expenditure of monies derived through a standardized rate reimbursement system.

SECTION 21. TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS

- A. The Contractor must adopt and implement a tobacco-free workplace policy. The Contractor must provide the Department with a copy of the policy along with an assurance of compliance with the policy.
- B. The Contractor and its subcontractors during the term of this Contract may not:
 - 1. perform any work involving the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or
 - 2. accept revenues from a tobacco producing processing or marketing entity or subsidiaries of such an entity if the acceptance of the revenues would result in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses the tobacco product or the tobacco related entity.

SECTION 22. RECIPIENT GRIEVANCES AND APPEALS

- A. The Contractor must inform applicants for and recipients of services provided through this Contract of any right there may be to present grievances to the Contractor and the Department or to receive a fair hearing.

- B. If an appeal for a fair hearing is filed, the Contractor must appear, if requested by the Department, to present evidence in any hearing that may be held.
- C. The Contractor, as directed by the Department, must provide services in accordance with the decision in a fair hearing concerning services provided by the Contractor to a recipient of services.

SECTION 23. CONTRACTUAL DISPUTE RESOLUTION PROCESS

In the event of a dispute about matters related to this Contract, the Contractor agrees to follow the “Contractual Dispute Resolution Process for Human Services Contracts” as set forth in Attachment D.

SECTION 24. COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

SECTION 25. CONTRACTOR COOPERATION AND DEPARTMENTAL GUIDANCE

A. Cooperation with the Department and Other Governmental Entities

The Contractor must ensure that Contractor’s personnel cooperate with the Department or other state or federal administrative agency personnel at no cost to the Department for purposes relating to the delivery and administration of the contracted for services including but not limited to the following purposes:

1. Investigation and prosecution of fraud, abuse, and waste;
2. Audit, inspection, or other investigative purposes; and
3. Testimony in judicial or quasi-judicial proceedings or other delivery of information to the Centers for Medicare and Medicaid Services (“CMS”) or other agencies investigators or legal staff.

B. Departmental Guidance

The Contractor may request guidance from the Department in administrative and programmatic matters that are necessary to the Contractor’s performance. The Department may provide such guidance as it deems appropriate. Guidance may include copies of regulations, statutes, standards and policies that are to be complied with under this Contract. The Department may supply interpretations of such materials and this Contract to assist the Contractor with compliance. A request for guidance does not relieve the Contractor of any obligation to meet the requirements of this Contract. The Department will not provide legal services to the Contractor in any matters relating to the Contractor’s performance under this Contract.

SECTION 26. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 27. REGISTRATION OF OUT OF STATE ENTITIES

- A. If the Contractor is incorporated in a state other than Montana or in a foreign country and is conducting business in Montana, it may be required by §§ 35-1-1026 and 35-8-1001, MCA to register with the Montana Secretary of State office. Further information concerning these requirements may be obtained through the Montana Secretary of State's office at <http://sos.mt.gov> or by calling (406) 444-3665.
- B. A business entity required to register in the State of Montana must show proof of a current certificate of authority to conduct business prior to entry into or continued performance under this Contract.

SECTION 28. LIAISON AND SERVICE OF NOTICES

- A. Robert Olson, (406)751-5940, (406)751-5944 Fax, rolson4@mt.gov and Jane Parsons, (406)751-5940, (406)751-5944 Fax, jparsons@mt.gov are the liaisons for the Department. Jill Mattingly (Name), (406)338-3429 (Phone Number), (406)338-3319 (Fax Number), jillm@bps.k12.mt.us (Email) is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract.
- 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 Contract.

SECTION 29. PERFORMANCE ASSESSMENTS AND CORRECTIVE ACTIONS

- A. The Department may assess the Contractor's performance under this Contract to any extent and at any time.
- B. If the Department determines the Contractor or any employee, agent, or subcontractor of the Contractor, is failing to perform the duties and requirements under this Contract, the Department may provide written notice of such failure to the Contractor. Within ten (10) business days after receipt of the written notice, the Contractor shall investigate the matters set forth in the notice and submit a written response to the Department setting forth in detail any actions the Contractor agrees to undertake to remedy the failure. The time for responding may be extended by agreement of the parties. If in the opinion of the Department the actions the Contractor sets forth in its response are not sufficient to remedy the failure, the Department may propose written amendment of this Contract setting forth corrective actions the Department deems necessary to remedy the failure. If the parties cannot agree to such amendment, or if corrective actions agreed to pursuant to amendment are not performed or completed, the Department may exercise any right it has

under this Contract, including but not limited to termination of this Contract. Corrective actions may include but are not limited to:

1. performance requirements;
2. repayment requirements;
3. accountability or review measures; and
4. training or supervision requirements.

C. The Department may exercise any right it has under this Contract, including but not limited to termination, without first undertaking corrective action pursuant to Subsection B of this section, or after having begun or undertaken corrective action under Subsection B.

SECTION 30. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by reason of delay beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. "Beyond the control" means an unanticipated grave natural disaster or other phenomenon or event of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight. On the occurrence of such an event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Contractor's finances shall not be considered a *force majeure*.

SECTION 31. CONTRACT TERMINATION

- A. Either party may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. A party terminating with or without cause must give written notice of termination to the Contract liaison or other party at least sixty (60) days prior to the effective date of termination unless the parties agree in writing to a different notice period.
- B. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 2. the Contractor fails to perform in accordance with the terms of this Contract; or
 3. the Contractor fails to perform in accordance with any applicable governing legal authority, including but not limited to:
 - a. American Recovery and Reinvestment Act of 2009;

- b. Government Funding Transparency Act of 2008;
 - c. Federal Funding Accountability And Transparency Act of 2006;
 - d. federal and state acts prohibiting false claims;
 - e. federal and state legal authorities requiring and implementing debarment;
 - f. federal and state antitrust and other anticompetitive legal authorities including the Sherman Act;
 - g. federal and state civil rights legal authorities; and
 - h. state licensing legal authorities.
4. Except as may be otherwise required or necessitated by federal or state legal authorities including the Recovery and Reinvestment Act, the Department must give written notice of termination to the contract liaison for the other party at least sixty (60) days prior to the effective date of termination of this Contract unless the parties agree in writing to a different notice period.
- C. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department. Notice of termination must be given in writing.
- D. Notice of termination may only be revoked with the consent of the Department.
- D. Upon expiration, termination or cancellation of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access of the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 32. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana. In accordance with § 18-1-401, MCA, the district courts of the State of Montana have exclusive original jurisdiction to entertain claims or disputes arising out of contracts entered into by the Department.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. If there is a contractual dispute, the Contractor agrees to continue performance under this Contract unless the Department in writing explicitly waives performance.

- E. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 33. SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This Contract consists of numbered pages 1 through 57. This is the entire Contract between the parties.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- C. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- D. No contractual provisions from a prior contract of the parties are valid or binding in this contractual relationship.
- E. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- F. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- G. If a court of law determines any provision of this Contract is per se or as applied legally invalid, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- H. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, whether per se or as applied, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- I. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Jim Marks, Administrator of Disability Employment and Transitions Division

P.O. Box 4210
Address
Helena, MT 59604
Address
(406) 444-2590
Phone Number

CONTRACTOR

BY: _____

Date: _____

John Rouse
Printed Name

as Superintendent
Title

PO Box 610
Address
Browning, MT 59417
Address
(406) 338-2715
Phone Number
81-6000470
Federal I.D. Number

ATTACHMENT A
ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN
SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND
FEDERAL REQUIREMENTS
(JUNE 2011)

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, **Browning Public Schools**, 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. (reference Contract Section titled "Antitrust Violations")

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. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")

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. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

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. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

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 (non-procurement) 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 State Of Montana. (reference Contract Section titled "Federal Requirements")

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. (reference Contract Sections titled "Confidentiality Of Personal Information And Compliance With The Federal HIPAA And HITECH Privacy And Security Requirements" and "Business Associate Obligations")

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. (reference Contract Section titled "Tobacco-free Workplace And Other Restrictions")

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. (reference Contract Section titled “Federal Requirements”)

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. (reference Contract Section titled “Reporting Of False Claims, Fraud, And Other Criminal Matters”)

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. (reference Contract Section titled “Federal Requirements”)

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. (reference Contract Section titled “Federal Requirements”).

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. (reference Contract Section titled “Federal Requirements”)

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. Part 15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

INSERT NAME OF CONTRACTOR

Browning Public Schools _____

Signature of Authorized Certifying Official

By: _____ Date _____

John Rouse

Typed/Printed Name

Title: Superintendent

PO Box 610, Browning, MT 59417

Address

johnr@bps.k12.mt.us

Email

(406) 338-2715 Phone Number

81-6000470

Federal I.D. Number

ATTACHMENT B

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) U.S. Department Of Health & Human Services / Office of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department of Health & Human Services / Office of Civil Rights (OCR) provide 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/od/science/regs/privacy/index.htm#>

The federal Department of Health & Human Services / Centers for Disease Control & Prevention (CDC) provide 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.

www.mtmedicaid.org

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.

<http://www.dphhs.mt.gov/hipaa/policies/index.shtml>

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.

ATTACHMENT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements).
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT D

CONTRACTUAL DISPUTE RESOLUTION PROCESS FOR HUMAN SERVICES CONTRACTS

1. This Contract dispute resolution process implements the state legal authorities requirement in 2-15-2230, MCA that Contracts entered into for the provision of human services contain a dispute resolution process clause providing recourse to a provider for disagreement about the terms of this Contract.
2. This dispute resolution process may not be invoked for purposes of resolving an issue that concerns conformance by the Contractor with federal legal authorities and policy requirements that govern the expenditure of Medicaid monies or the delivery of services funded with Medicaid monies. Medicaid issues must be appealed through the fair hearing due process appeal provided for at ARM 37.5.311 that is expressly applicable to persons and organizations that provide services funded with Medicaid monies.
3. This dispute resolution process is not applicable to the contest of any matters arising as an obligation upon the Department or the Contractor of legal authority inclusive of federal or state law, regulation or rule that supersedes or governs over the contractual term that is at issue.
 - a. The Contractor, except as otherwise provided in this Section or by legal authorities, may appeal any issue concerning performance or consideration under the terms of this Contract by following these procedures.
 - i. The dispute resolution process is initiated by the Contractor submitting the dispute in writing to the Contract liaison for the Department. The Department's Contract liaison will provide a written response to the Contractor within 10 working days.
 - ii. If the Department's Contract liaison fails to issue a written response within 10 working days, or the Contractor disagrees with the a written response, the Contractor may request a dispute resolution review within 10 working days of either receiving the written response or 10 working days from the date it was due, whichever comes first.
 - iii. A dispute resolution review will be conducted within 15 working days of receiving the request for the review. An extension of 15 additional work days may be granted at the request of either the Department's Contract liaison or the Contractor.
 - iv. A dispute resolution review will be conducted by the Division Administrator or designee. Consideration will be given to substantiating documents and information which the Contractor and Department's Contract liaison wish the department to consider. The Division Administrator or designee may have the Contractor and Contract liaison present further information personally by any appropriate means.
 - v. A written decision from the review will be issued within 30 days of the hearing.
4. A dispute appealed through this dispute resolution process is also subject, as provided for by 18-1-402, MCA, to the statutory requirements for and limitations upon appeals in contractual relationships with the State.

ATTACHMENT E

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____ _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks ASubawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ARFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

ATTACHMENT F

Pre-Employment Transition Services				
Contract Fee Schedule				
ATTACHMENT F				
	# PETS Students Served per High School, Minimum	# PETS Students Served per High School, Maximum	Annual Fee Schedule Amount*	Quarterly Payment Amount
	0	0	\$ -	\$ -
	1	5	\$ 10,000	\$ 2,500.00
	6	10	\$ 15,000	\$ 3,750.00
	11	15	\$ 20,000	\$ 5,000.00
	16	20	\$ 25,000	\$ 6,250.00
	21	25	\$ 30,000	\$ 7,500.00
	26	30	\$ 35,000	\$ 8,750.00
	31	35	\$ 38,750	\$ 9,687.50
	36	40	\$ 42,500	\$ 10,625.00
	41	45	\$ 46,250	\$ 11,562.50
	46	50	\$ 50,000	\$ 12,500.00
	51	55	\$ 53,750	\$ 13,437.50
	56	60	\$ 56,250	\$ 14,062.50
	61	65	\$ 58,750	\$ 14,687.50
	66	70	\$ 61,250	\$ 15,312.50
	71	75	\$ 63,750	\$ 15,937.50
	76	80	\$ 66,250	\$ 16,562.50
	81	85	\$ 67,500	\$ 16,875.00
	86	90	\$ 68,750	\$ 17,187.50
	91	95	\$ 70,000	\$ 17,500.00
	96	100	\$ 71,250	\$ 17,812.50
	101	Over 101	\$ 71,500	\$ 17,875.00

*Note: Quarterly payment amounts from the Department to the Contractor will be 25% of the annual fee schedule amount shown above for each high school, base on quarterly number of students with disabilities served. The payment amount may vary between quarters.

ATTACHMENT G

DPHHS-FB-180 (New 4/13)	STATE OF MONTANA DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES BUSINESS AND FINANCIAL SERVICES		
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT			
Attachment G: FFATA SUMMARY			
FFATA Common Data Elements Report			
Section 1: Sub-Award Information Required for Reporting			
This section must be completed upon contract obligation of \$25,000 or more			
MT Item	MT Data Element		Description
FFATA-1-01	Subrecipient DUNS Number		Provide the subrecipient organization's 9 digit Data Universal Numbering System (DUNS) number or Central Contractor Registration plus 4 extended DUNS number.
FFATA-1-02	DPHHS Contract Number		Provide the contract/grant/award number (if any) assigned to the subrecipient award by the recipient.
FFATA-1-02A	Grant Award Name	State Vocational Rehabilitation Services (VR)	Provide the grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc.)
FFATA-1-03	Subrecipient Name		Provide the legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov).
FFATA-1-04-A	Address Line 1		Physical location as listed in the Central Contractor Registration.
FFATA-1-04-B	Address Line 2		
FFATA-1-04-C	City		
FFATA-1-04-D	State		
FFATA-1-04-E	Zip + 4		
FFATA-1-04-F	Congressional District	AL	AL or 01 for District if Montana
FFATA-1-05	CFDA (CATALOG OF FEDERAL DOMESTIC ASSISTANCE) NUMBER	84.126	DPHHS will complete unless you know the CFDA number.
FFATA-1-06	Total Contract		Provide the total amount obligated to the subawardee or subcontractor for the contract period indicated.
FFATA-1-07	Contract Period		Indicate the project/grant period established in the subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods, please provide the total project/grant period, not the individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	N/A	Provide the city of primary performance.
FFATA-1-08-B	Primary Performance County	N/A	Provide the county of primary performance.
FFATA-1-08-C	Primary Performance State	N/A	Provide the state of primary performance
FFATA-1-08-D	Primary Performance Zip + 4	N/A	Provide the Zip of primary performance
FFATA-1-08-E	Congressional District	N/A	Provide the congressional district of primary performance
FFATA-1-09	Funding Agency	US Department of Education	DPHHS will complete unless you know the Federal Funding Agency.
FFATA-1-10	Brief Description of purpose of funding action	Providing Pre-Employment Transition Services to Students with Disabilities.	

STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES



FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
FFATA Common Data Elements Report

Section 2: Officers/Executive Compensation Report

Must be completed and submitted upon obligation of \$25,000 and yearly thereafter

	Name	Total Compensation	Title
1			
2			
3			
4			
5			

☐ IF SUBRECIPIENT(CONTRACTOR) IS EXEMPT PLEASE MARK AN "X" IN THE BOX, SIGN AND RETURN TO:

RETURN COMPLETED FORM TO:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
- or -
e-mail: hhsffata@mt.gov

Contract Name:

Contract Number:

DUNS #

Submitted By:

ATTACHMENT H

BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) is entered into between the Department of Public Health and Human Services, (the Department), State of Montana (State), 111 N. Sanders, P.O. Box 4210, Helena, Montana 59604, (406) 444-2995, e-mail jimmarks@mt.gov and **Browning Public Schools** (Business Associate) whose nine (9) digit Federal ID Number is **81-6000470**, and whose address, phone number, and e-mail address are **PO Box 610, Browning MT 59417**, and johnr@bps.k12.mt.us.

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

a. The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.

b. The Department has determined that the Department in its entirety is a covered entity as defined in the implementing regulations. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Department involving the use or disclosure of protected health information (PHI) for the Department, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Department, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

The Business Associate, as a business associate of the Department, must:

- a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Department's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;
- b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;
- c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriate protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;
- d. mitigate to the extent practicable and as may be directed by the Department any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;
- e. report in a timely manner as required by law and this Agreement to the Department any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;
- f. report to the Department any security incident of which it becomes aware, and at the request of the Department must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;
- g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Department that involve PHI; and
- h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department, available to the Department, or to the Secretary of the Federal Department of Health and Human Services in accordance with § 164.408, in a time and manner prescribed by the Department or designated by the Secretary, for purposes of the Secretary determining the Department's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation and the HITECH Act;

i. document disclosures of PHI and collect information related to those disclosures necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;

j. provide to the Department or a person, in time and manner prescribed by the Department, documentation necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;

k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specified the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:

(i) The Business Associate must notify the Department, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

(ii) In the event of any incident, the Business Associate must provide to the Department, in writing, those details concerning the incident as the Department may request, and must cooperate with the Department, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Department to prevent other or further incidents;

(iii) If the Department determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;

(iv) The Business Associate, working in cooperation with the Department, must update the notice provided to the Department under this

Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Department to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Department is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):

- (A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;
- (B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);
- (C) Any steps the person should take to protect themselves from potential harm resulting from the incident;
- (D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;
- (E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address;
- (F) This additional information must be submitted to the Department immediately at the time the information becomes available to the Business Associate;

(v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Department to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and

(vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Department for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department or otherwise violate the minimum necessary policies and procedures of the Department:

b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).

c. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the application law.

d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Department.

6. Use and Disclosure for Business Associate's Purposes

a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Department in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.

b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:

- (i) the disclosures are required by law;
- (ii) the disclosures are expressly authorized in this Agreement by the Department;
- (iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
- (iv) the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.

c. The Business Associate may only use PHI for Data Aggregation purposes if the Department in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).

d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Department receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:

- (i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount;

or

(ii) the communication is made by the Business Associate on behalf of the Department and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Department.

7. Obligations of the Department

a. The Department must notify the Business Associate of any limitation(s) in the Department's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Department's Notice of Privacy Practice is attached to this Agreement and incorporated herein.

b. The Department must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

c. The Department must notify the Business Associate of any restriction to the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

d. The Department, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department.

8. Term and Termination

a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Department to the Business Associate, or created or received by the Business Associate on behalf of the Department, is destroyed or returned to the Department, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.

b. Upon the Department's knowledge of a breach, as defined in § 164.402, by the Business Associate, the Department, as its sole discretion, must provide an opportunity for the Business Associate to:

- (i) cure the breach; or
- (ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
- (iii) end the violation within the time specified by the Department; or
- (iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
- (v) if neither termination nor cure are feasible, the Department must report the violation to the Secretary.

c. Upon the Business Associate's knowledge of a material breach by the Department, the Business Associate must either:

- (i) notify the Department of such breach in reasonable detail, and provide an opportunity for the Department to cure the breach or violation; or
- (ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
- (iii) if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.

d. The Department may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:

- (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Department pursuant to the terms of this Agreement; or
- (ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that the Department, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination.

a. except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Department's sole discretion return or destroy all PHI received from the Department, or created or received by Business Associate on behalf of the Department. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Department notification of the conditions that make return or destruction infeasible. Upon written agreement by the Department that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous.

a. Regulatory References.

A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.

b. Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

c. Survival.

The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.

d. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____

Department of Public Health and Human Services

Jim Marks, DET Division Administrator

111 North Last Chance Gulch, Suite #4C, Helena, MT 59604
Address

(406) 444-2590
Phone Number

BUSINESS ASSOCIATE

By: _____ Date: _____

John Rouse
Typed/Printed Name

Superintendent
Title

PO Box 610, Browning MT 59417
Address

(406) 338-2715
Phone Number

81-6000470
Federal I.D. Number



**Vocational
Rehabilitation & Blind
Services**
Disability Employment & Transitions Division

ATTACHMENT I - INVOICE

Invoice Service Dates: <div style="text-align: center; margin-top: 10px;"> Calendar Year _____ </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Jan-Mar <input type="checkbox"/> Apr-Jun <input type="checkbox"/> Jul-Sept <input type="checkbox"/> Oct-Dec </div>			
Contract #:		Tax ID #:	
Contractor Name/School District:			
Contractor/School District Address and County:			

High School Name(s) Where Services Were Provided	# of Qualifying Students Served	Quarterly Fee
Invoice Total:		

Please attach all supporting documents, including the quarterly Pre-ETS report, to this invoice before submitting to Vocational Rehabilitation & Blind Services for payment.

I certify to the best of my knowledge that the invoiced amount above is correct and that all services under this contract have been provided for this time period stated above:

Signature of Contractor's Authorizing Official

Date

Printed Name and Title

Departmental Approval:

Signature(s)-Local Field Ofc Representative	Approved Amount	Date

ATTACHMENT J - WORK PLAN

High School: Contract#:	
Goals and Objectives under this contract	
Goal:	
Objective	Measures

Contractor Signature:

_____ Date _____

Department Approval:

_____ Date _____

ATTACHMENT J - SAMPLE WORK PLAN

High School: _____ Contract #: <u>10000000001</u>	
Goals and Objectives under this contract	
Goal: To provide Pre-Employment Transition Services for students with disabilities to learn about themselves and the world of work	
Objective	Measures
Provide Job Exploration Counseling	<ol style="list-style-type: none"> 1. Assist students to complete interest inventories and aptitude surveys. Tools are utilized based on student's interests and abilities. Some of the instruments used include Montana Career Information System (MCIS), Reading Free Vocational Interest Inventory, OPI Recommended Pro-Ed Transition Series- Informal Assessments for Transition, 100 Activities for Transition, Oasis 3 Interest Schedule, Transition to Work Inventory, Career Development and Transition for Exceptional Individuals, Values Inventory, and Career Clusters Interest Survey. 2. Arrange for 5 guest speakers for students to hear first-hand about a variety of careers. 3. Coordinate and chaperone 10 job shadow experiences in the community.
Assist with work-based learning experiences	<ol style="list-style-type: none"> 1. Create a Jobs/Financial Tech class to teach students how to complete job applications, create resumes and draft cover letters. Work with students individually as needed. 2. Teach students how to utilize online tools such as the MCIS resume builder, Career Kids website, etc. 3. Teach transportation skills to prepare students for employment. Students learn options for travel to and from work. This can be done in a classroom setting with a bus training unit and/or practiced in the community with a job coach. Taxi vouchers and bus passes can be provided. 4. Coordinate and chaperone monthly field trips for students to visit Job Service or invite Job Service to give a classroom presentation. 5. Ensure that all students have the opportunity to participate in school and community based work experiences. Provide on or off site support and job coaching based on student needs.

Counsel students on opportunities for enrollment in comprehensive transition or post-secondary education	<ol style="list-style-type: none"> 1. Invite a Vocational Rehabilitation counselor to present information about the VRBS program (at least once per semester). If necessary, accompany students to VR office for follow-up appointments before graduation. 2. Encourage interested students to meet with college recruiters who are visiting the school and sharing information about college programs, entrance requirements, financial aid, etc. 3. Arrange for interested students to participate in college day activities at the UM, MSU GF or similar programs. 5. Arrange for members of the trade occupations and apprenticeship programs to present to students. 6. Encourage interested students to participate in school sponsored educational sessions to prepare for post- secondary education and complete Financial Aid Forms. 7. Arrange presentations from Job Corps, Jobs for MT Graduates, STEM related programs or other community agencies.
Provide workplace readiness training	<ol style="list-style-type: none"> 1. Teach basic independent living skills utilizing tools such as the Casey Life Skills Assessment and the Life Skills Curriculum. 2. Encourage students to independently perform and practice tasks such as budgeting, calling for prescription refills, cooking, doing laundry, etc. 3. Teach soft skills utilizing tools such as the DOL Office of Disability Employment Policy's "Skills to Pay the Bills: Mastering Soft Skills for Workplace Success" Curriculum, East Baltimore's Job Readiness Training Curriculum, and Targets Curriculum. 4. Ensure that students know how to track hours, use time cards and communicate effectively with their supervisor. 5. Create a Social Skills Group with guided discussions on getting and keeping a job.
Insure that students receive instruction in self advocacy	<ol style="list-style-type: none"> 1. Disseminate information and encourage attendance at Montana Youth Leadership Forum and/or the Youth Transition Conference. 2. Arrange for a guest speaker from the Independent Living Services to teach a class on disability rights and self-advocacy. 3. Help students prepare a senior portfolio which includes their important papers such as birth certificate, social security card, resume, health history, etc. 4. Provide information about community resources for adults, rights and responsibilities as an 18 year old, transitioning from high

	school to college, etc.
On-going supports for students	<ol style="list-style-type: none"> 1. Create a data base with the following: <ol style="list-style-type: none"> a. Employers and work experience sites b. College prep programs and other post-secondary training options c. Community resources guide
Provide a report of Pre-Employment Transition Services	<ol style="list-style-type: none"> 1. Complete quarterly invoices to provide documentation of students receiving Pre-Employment Transition Services. 2. Document participation in Pre-Employment Transition Services in student's permanent record.

Contractor Signature: _____ Date _____
 Department Approval: _____ Date _____

ATTACHMENT K – QUARTERLY REPORT

School District:	Calendar Year:	
School Name:	<input type="checkbox"/> January – March	Due by April 30th
City, State & Zip:	<input type="checkbox"/> April – June	Due by July 31st
	<input type="checkbox"/> July – September	Due by October 31st
	<input type="checkbox"/> October – December	Due by January 31st

<u>Student's Name*</u>	<u>Student's School ID Number</u>	<u>Student's Birthdate</u> (YYYYMMDD)	<u>Student's Disability Status</u> 1-Has a 504 plan 2-Has an IEP 3-Has a disability (does not have a 504 plan or IEP)	<u>Student's Ethnicity</u> 1--Student is Hispanic or Latino 0--Student is not Hispanic or Latino 9-Ethnicity not identified	<u>Student's Race</u> AI-American Indian A-Asian B-Black NH-Native Hawaiian W-White 9-Race not identified	<u>Pre-ETS Received</u> 1- Job exploration counseling 2- Work-based learning 3-Counseling on transition or postsecondary education 4-Workplace readiness training 5-Instruction in self-advocacy

*The student's name is requested, but not required if all other information is provided.

List and describe the Pre-Employment Transition Services that were provided this quarter. Please include specific activities, dates and outcomes.

What did you implement that you are most proud of?

What challenges, if any, are you experiencing in providing Pre-Employment Transition Services?

I have reviewed this information and attest that it is accurate.

Authorized Signature for School District

Date

Printed name of person completing this form

Phone Number

ATTACHMENT K – QUARTERLY REPORT ADDITIONAL REPORTING PAGES

<u>Student's Name*</u>	<u>Student's School ID Number</u>	<u>Student's Birthdate</u> (YYYYMMDD)	<u>Student's Disability Status</u> 1-Has a 504 plan 2-Has an IEP 3-Has a disability (does not have a 504 plan or IEP)	<u>Student's Ethnicity</u> 1--Student is Hispanic or Latino 0--Student is not Hispanic or Latino 9-Ethnicity not identified	<u>Student's Race</u> AI-American Indian A-Asian B-Black NH-Native Hawaiian W-White 9-Race not identified	<u>Pre-ETS Received</u> 1- Job exploration counseling 2- Work-based learning 3-Counseling on transition or postsecondary education 4-Workplace readiness training 5-Instruction in self-advocacy

*The student's name is requested, but not required if all other information is provided.

ATTACHMENT L

Resource Guide

This guide lists training and collaboration partners to provide technical assistance to support the Contractor in developing and implementing a quality and effective work plan.

**Montana Pre-Employment Transition Services
Technical Assistance Center**

Rural Institute
52 Corbin Hall, University of Montana
Missoula, MT 59812
(406) 243-5467 Voice/TTY (Local)
(800) 732-0323 Voice/TTY (Toll-free)
(406) 243-2349 Fax

Montana School for the Deaf and Blind

3911 Central Avenue
Great Falls, MT 59405
(406) 771-6000
(406) 771-6164 (Fax)
1 (800) 882-6732 (Toll-free)
(406) 771-6063/6162 (TDD)

Montana Telecommunications Access Program

111 North Last Chance Gulch
PO Box 4210
Helena, MT 59604
1 (800) 833-8503 (Voice, TTY)
444-1335 (local) (Voice, TTY)

**Vocational Rehabilitation and Blind Services
Central Office**

111 North Last Chance Gulch, Suite 4C
PO Box 4210
Helena, MT 59604-4210
1 (877) 296-1197 (toll-free consumer line)
(406) 444-2590 (Voice/TTY)
(406) 444-3632 (Fax)
Email: vrinfo@mt.gov

Mark Mahnke, CRC

Human Resource Development/Transitions Specialist
Vocational Rehabilitation and Blind Services
2121 Rosebud Suite C, Billings, MT 59102
Phone: 406-655-7626
FAX: 406-652-1781

Billings Vocational Rehabilitation and Blind Services

2121 Rosebud Drive, Ste #C
Billings, MT 59102
406-248-4801 (Voice/TTY)
888-279-7532 (Toll-free)
406-652-1781 (Fax)

Bozeman Vocational Rehabilitation and Blind Services

220 W Lamme, Suite #1E
Bozeman, MT 59715
406-587-0601 (Voice)
877-296-1759 (Toll-free)
406-587-7863 (Fax)

Butte Vocational Rehabilitation and Blind Services

700 Casey Street, Ste #B
Butte, MT 59701
406-496-4925 (Voice/TTY)

888-279-7531 (Toll-free)
406-782-8728 (Fax)

**Great Falls Vocational Rehabilitation and Blind
Services**

201 1st Street South, Ste #2
Great Falls, MT 59405
406-454-6060 (Voice)
406-454-6080 (TTY)
888-279-7527 (Toll-free)
406-454-6084 (Fax)

**Hamilton Vocational Rehabilitation and Blind
Services**

316 N. 3rd Street, Ste #109
Hamilton, MT 59840
406-375-0203 (Voice/TTY)
888-279-7528 (Toll-free)
406-365-5711 (Fax)

Havre Vocational Rehabilitation and Blind Services

48 2nd Avenue, Ste #213
Havre, MT 59501
406-265-6933 (Voice)
877-296-1294 (Toll-free)
406-265-9271 (Fax)

Helena Vocational Rehabilitation and Blind Services

111 N Last Chance Gulch, Ste #3A
PO Box 202957
Helena, MT 59620-2957
406-444-1710 (Voice/TTY)
877-296-1757 (Toll-free)
406-444-9659 (Fax)

Kalispell Vocational Rehabilitation and Blind Services

121 Financial Drive, Ste #B
Kalispell, MT 59901
406-751-5940 (Voice/TTY)
877-296-1760 (Toll-free)
406-751-5944 (Fax)

**Miles City Vocational Rehabilitation and Blind
Services**

114 N 7th Street
Miles City, MT 59301
406-232-0583 (Voice/TTY)
877-296-1198 (Toll-free)
406-232-0885 (Fax)

Missoula Vocational Rehabilitation and Blind Services

2675 Palmer, Ste #A
Missoula, MT 59808
406-329-5400 (Voice/TTY)
888-279-7528 (Toll-free)
406-329-5420 (Fax)

**Living Independently for Today and Tomorrow
(LIFTT)**

Joe Burst, Executive Director
1201 Grand Avenue, Ste #1
Billings, Montana 59101
(406) 259-5181 (Voice)
(406) 245-1225 (TTY)
(406) 259-5259 (Fax)
(800) 669-6319 (Toll free)

Montana Independent Living Project (MILP)

Bob Maffit, Executive Director
825 Great Northern Blvd, Ste #105
Helena, Montana 59601
(406) 442-5755 (Voice/TTY)
(406) 442-1612 (Fax)
(800) 735-6457 (Toll-free)

North Central Independent Living Services (NCILS)

Tom Osborn, Executive Director
1120 25th Avenue NE
Black Eagle, Montana 59414
(406) 452-9834 (Voice/TTY)
(406) 453-3940 (Fax)
(800) 823-6245 (Toll-free)
ncils.osborn@bresnan.net

Summit Independent Living Center

Mike Mayer, Executive Director
700 SW Higgins, Ste #101
Missoula, Montana 59803
(406) 728-1630 (Voice/TTY)
(406) 829-3309 (Fax)
(800) 398-9002 (Toll-free)
mmayer@summitilc.org
Website: www.summitilc.org

National Secondary Transition Technical Assistance Center

Website: <http://nstattac.org/>

Montana Youth Transitions

Website: <http://montanayouthtransitions.org/>