

Department of Public  
Health and Human Services

**SECTION:**  
ADMINISTRATION

COMMUNITY SERVICES BLOCK  
GRANT

**SUBJECT:**  
CSBG CONTRACT

CONTRACT NUMBER: 000

BETWEEN

MONTANA STATE DEPARTMENT OF  
PUBLIC HEALTH AND HUMAN SERVICES

AND

AGENCY \_\_\_\_\_

FOR

DELIVERY OF SERVICES TO ELIGIBLE LOW-INCOME CLIENTS

EFFECTIVE: January 1, 2010 through December 31, 2016

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**CONTRACT FROM THE MONTANA  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

**CONTRACT NUMBER \_\_\_\_**

**1.0 PARTIES**

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, (hereinafter referred to as the "Department"), whose address, phone number, and email address are 1400 Carter Drive, P.O. Box 202956, Helena, Montana 59620, 406-447-4270, and \_\_\_\_\_ (hereinafter referred to as the "Contractor"), whose nine (9) digit Federal ID Number is \_\_-\_\_\_\_\_, and whose address, phone number, and email address are \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ -\_\_\_\_\_, Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_, and \_\_\_\_\_.

**THE PARTIES AGREE AS FOLLOWS:****2.0 PURPOSE**

This is a master contract which will govern the Department's relationship with the Contractor. Specific program characteristics and requirements will be contained in amendments to this contract.

The purpose of this contract is to provide the framework to deliver services to eligible low-income clients.

**3.0 TERM OF CONTRACT – CONTRACT CONTINGENT ON FUNDING**

**3.1** The term of this Contract for the purpose of delivery of services is from January 1, 2010 through December 31, 2016, unless terminated otherwise in accordance with the sections of this Contract. This Contract is a one-time Contract and therefore may not be extended for any period beyond that specified herein.

**3.2** The term of this Contract is subject to termination at any time during the term of this Contract if the Department determines: 1) that the monies to fund this Contract are no longer available as a whole or in part through federal or state appropriation or authorization; or 2) the Contractor is failing as determined by the Department to meet any of the performance, fiscal and reporting requirements under this Contract.

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- 3.3** The completion date of performance for purposes of issuance of final payment under this Contract is the date upon which the Department determines that: 1) there remain no further performance requirements or corrective actions to be performed by the Contractor; and 2) all final reports as required under this Contract are appropriately submitted and are satisfactory in form and content as determined by the Department.
- 3.4** The Contractor, after termination for any reason of this Contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities under this Contract including, but not limited to, state and federal reporting requirements, record retention, providing access and information for audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals, and property ownership and use.
- 3.5** The subsequent amendments to this master contract will govern the terms of the specific programs and services described in those amendments.
- 4.0 SERVICES TO BE PROVIDED**
- 4.1** The Contractor must provide the services as described in the appropriate amendments to this Contract.
- 5.0 CONSIDERATION AND PAYMENTS**
- 5.1** Consideration for services to be provided will be specifically listed in the appropriate program amendments.
- 6.0 CONFLICTS OF INTEREST AND ANTITRUST VIOLATIONS.**
- 6.1** The Contractor must comply with applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this Contract. The Contractor may not have any interest or acquire any direct or indirect interest that conflicts or would conflict in any manner or degree with its performance under this Contract. The Contractor must operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Contract. The Contractor must establish safeguards to prohibit 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.

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- 6.2** The Contractor, may not engage in any price fixing activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§ 1 – 7. Collusion to fix prices may constitute further violations of federal legal authorities including those prohibiting mail or wire fraud and false statement. Violations by the Contractor of federal antitrust and other legal authorities are bases for termination of this Contract.
- 6.3** The Contractor, may not engage in any kickback schemes that violate the federal Anti-Kickback Act, 41 U.S.C. §§ 51-58.
- 6.4** The Contractor may not violate 18-4-141, MCA or other applicable state 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.
- 6.5** 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 that the particular circumstances warrant the granting of an exception.
- 7.0** **REPORTING OF FALSE CLAIMS, FRAUD, AND OTHER CRIMINAL MATTERS**
- 7.1** The Contractor and its employees, agents and subcontractors must report, relative to the federal source of the funding for this Contract including amendments to this Contract, either to the Office of Inspector General for the federal Department of Health & Human Services, the federal Department of Energy, the federal Department of Housing & Urban Development or the federal Department of Agriculture any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim under the federal False Claims Act (31 U.S.C. §§ 3729–3733, the “Lincoln Law”) or has committed a criminal or civil violation of legal authorities pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
- 7.2** 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.

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**8.0 CREATION AND RETENTION OF RECORDS**

- 8.1** The Contractor must maintain records documenting compliance with the performance and financial requirements stated in federal and state legal authorities and in this Contract along with incorporated attachments including any amendments to this Contract.
- 8.2** Records include all written and electronic documents memorializing and reporting on performance and financial accounting and any other documents as required by this Contract, any amendments to this Contract, state and federal legal authorities, or other authorities or as otherwise maintained by the Contractor. The Contractor, upon request, must make these records available in a timely and unrestricted manner to the Department, its auditors, investigators and agents and as appropriate to the federal Departments of Health and Human Services, Education, Energy, and Agriculture and to other authorized federal and state entities, their auditors, investigators and agents.
- 8.3** Records required to be retained by this Contract or necessary to record or support the delivery of contractual services and to appropriately account for the proper expenditure of the monies provided under this Contract must be retained for a period of four (4) years from the end date of each amendment to this Contract, or for five (5) years if the initial amendment value is over \$500,000. If any litigation, review, claim or audit is started before the expiration of the Contract, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved.
- 8.4** 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.
- 8.5** In order to assure continuity, quality and accountability in the delivery of human services to consumers, if this Contract requires or necessitates the development of records for the purposes of delivery of human services, those records are the property of the Department and must be developed, maintained, retained, transferred and disposed of as provided in this Contract or as otherwise directed by the Department. Records pertaining to the delivery of medical type services are generally not subject to this requirement 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 vocational rehabilitation services.

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**9.0 ACCOUNTING, COST PRINCIPLES AND AUDIT****9.1 Accounting Standards**

The Contractor must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP), as interpreted by the Department and other pertinent federal and state authorities, and that conforms to any other accounting requirements that may be required under 18-4-311, MCA, 45 CFR § 74.21 through 45 CFR § 74.28, 45 CFR 92 §21 through 45 CFR §92.26, or any pertinent federal and state authorities or required by the Department or other entities. The Department in its discretion may accept compliance for purposes of this section through the adoption by the Contractor of and the Contractor's conformance with the International Financial Reporting Standards (IFRS).

**9.2 Internal Controls**

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

**9.3 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 of monies must be accounted for separately and may not be diverted or commingled or in any manner that is contrary to the purpose for which the monies are given as consideration.

**9.4 Audits And Other Investigations**

The Department, the federal Department of Health and Human Services, Agriculture, Energy, or Housing & Urban Development and other authorized federal and state entities, their auditors, investigators and agents, in accordance with this Contract and applicable legal authorities, may conduct at any time during or after the term of this Contract audits and other investigations to assure the appropriate administration and expenditure of the monies provided to the

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Contractor through this Contract and to assure the appropriate administration and delivery of services delivered through this Contract.

### **9.5 Records Access**

The Contractor during the term of this Contract, must provide in accordance with 18-1-118, MCA and other pertinent federal and state authorities, access to all of the Contractor's records, materials and information including any and all audit reports with supporting materials and work documents pertinent to the delivery of services provided under this Contract. Access is to be available for purposes of audit and other administrative activities and investigations. Access must be provided in a timely and unrestricted manner and in a format acceptable to the Department. Access is to be available for the Department, and as applicable, the federal Departments of Health and Human Services, Agriculture, Energy, or Housing & Urban Development, and other authorized federal and state entities, their auditors, investigators and agents. The entities and their agents may record any information and make copies of any materials necessary for the conduct of an audit or other administrative activity or investigation.

### **9.6 Corrective Action**

The Contractor must, as directed by the Department or other auditing and investigatory entities, take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan that specifies the particular audit findings necessitating corrective action and the actions the Contractor proposes to undertake. The Department may direct the Contractor to modify the corrective action plan as the Department determines is necessary and appropriate.

### **9.7 Reimbursement For Sums Owing**

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

### **9.8 Expenditures Of Monies To Be In Conformance With Authorities**

The monies provided through this Contract including amendments to this Contract, must be expended in accordance with the federal and state authorities governing: 1) the delivery of the contracted for services, 2) the receipt and

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expenditure of the particular types of monies provided through this Contract, and  
3) the conduct of the Contractor as a contractor for the State.

### **9.9 Federal Financial Requirements**

The Contractor must maintain, even if this Contract is cost/budget based, appropriate accounting and other financial and programmatic records necessary to substantiate conformance with federal requirements governing the expenditure of the monies constituting the contractual consideration.

### **9.10 Nonprofit Requirements**

A non-profit Contractor, if receiving \$500,000 or more in federal funds from any and all federal funding sources, other than those monies received through a standardized rate reimbursement system, must comply with the cost principles, and accounting and audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of OMB Circular "A-122, Cost Principles for Non-Profit Institutions" concerning the use of the funds provided under this Contract.

## **10.0 REAL AND PERSONAL PROPERTY**

**10.1** Procurements undertaken by the Contractor with the consideration for this Contract are subject to the requirements and conditions of this Section.

**10.2** For purposes of this Section the following definitions based on the pertinent federal regulations apply:

"Equipment" means tangible nonexpendable personal property, including exempt property, charged directly to the Contract having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit unless lower limits are otherwise established.

"Intangible property" means, but is not limited to, trademarks, copyrights, patents, and patent applications and such property as loans, notes and other instruments of property ownership, whether considered tangible or intangible.

"Personal property" means property of any kind except real property. It may be tangible, having physical existence, such as equipment and supplies, or

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intangible, having no physical existence, such as data, copyrights, patents, or securities.

"Property" means, unless otherwise stated, real property, equipment, and intangible property.

"Real property" means land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.

**11.0 ASSIGNMENT, TRANSFER, DELEGATION AND SUBCONTRACTING**

- 11.1** The Contractor may not assign, transfer, delegate or subcontract, in whole or part, this Contract or any right or duty arising under this Contract unless the Department in writing from the Department's Contract liaison expressly approves the assignment, transfer, delegation or subcontract. Upon award of the Contract to the Contractor, delegations and subcontracts, if expressly stated by the Contractor in the Contractor's proposal to the Department and if detailed as to the duties and responsibilities delegated or subcontracted and as to the parties that are to be the delegates or subcontractors, stand as approved by the Department.
- 11.2** Any assignment, transfer, delegation, or subcontract entered into without express approval from the Department is null and void.
- 11.3** The Contractor must submit written requests for an assignment, transfer, delegation or subcontract to the Department's contract liaison.
- 11.4** An assignment, transfer, delegation or subcontract entered into by the Contractor 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.
- 11.5** Absent the express agreement of the Department otherwise, the Department's approval of any assignment, transfer, delegation or subcontract neither makes the Department a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Department.
- 11.6** The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- 11.7** The Contractor must, in accordance with the sections of this Contract regarding indemnification, indemnify and hold the Department harmless with respect to

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any suit or action arising out of or brought by any party to an assignment, transfer, delegation or subcontract.

## **12.0 INDEMNIFICATION**

**12.1** The Contractor must, as requested by the Department, for the purposes of performance under this Contract, indemnify, defend, and hold harmless, at its sole cost and expense, the State of Montana, its officials, employees, volunteers and agents acting within the scope of their duties and responsibilities against any claims, demands, causes of action of any kind, inclusive of personal injury, death, or damage to property, and the resulting judgments, losses, liabilities, penalties, costs, fees, costs of legal defense and attorney's fees in favor of third parties inclusive of the Contractor's officers, employees and agents. The Contractor's obligation to indemnify, defend and hold harmless, extends only to losses, liabilities, damages, costs, or fees arising in whole or in part out of or resulting in whole or in part from actions, failures, or omissions arising in relation to contractual performance.

**12.2** The Contractor's obligation to indemnify, defend and hold harmless includes any of the following arising in relation to the performance of services under this Contract.

**12.2.1** the acts, errors, omissions or negligence or the alleged acts, errors, omissions or negligence, whether willful or not, of the Contractor, inclusive of the Contractor's officers, employees, and agents, and inclusive of the State of Montana, its officials, employees, volunteers and agents, as jointly liable with the Contractor;

**12.2.2** the failure or omission or alleged failure or omission of the Contractor, inclusive of the Contractor's officers, employees, and agents, and inclusive of the State of Montana, its officials, employees, volunteers and agents, as jointly liable with the Contractor, to perform the duties, responsibilities or services under this Contract; or

**12.2.3** the failure or alleged failure of the Contractor, inclusive of the Contractor's officers, employees, and agents, and inclusive of the State of Montana, its officials, employees, volunteers and agents, as jointly liable with the Contractor, 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.

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- 12.3** The Contractor's obligation to indemnify, defend and hold harmless 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 Department.
- 12.4** 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.
- 12.5** If in the judgment of the Department 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 in accordance with this indemnification 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 inclusive of attorney fees, investigation, discovery, experts, and court costs.
- 12.6 Definitions**
- 12.6.1** For purposes of this Section the term "Contractor's agent" is inclusive of a subcontractor, representative, assignee, volunteer and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract.
- 12.6.2** For purposes of this Section the term "allegation of liability" is inclusive of both actual and alleged claims, demands, and legal causes of action.

### **13.0 LIMITATIONS OF STATE LIABILITY**

The 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. The sections of this Contract, whether express or implied, are governed by and subject to operative limitation and modification so as to conform any liabilities of the State to the extent permitted in legal authorities.

### **14.0 INSURANCE COVERAGE**

#### **14.1 Insurance Coverage**

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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.

**14.2 General Liability Insurance**

**14.2.1** The Contractor must have for the duration of this Contract, at its cost, primary standard general liability insurance coverage. The coverage must include tort and other claims of liability arising from personal harms or losses, bodily injuries, death, or damages to or losses of real and personal property or from other liabilities that may be claimed in relation to the Contractor's performance under this Contract. The insurance must cover claims as may be caused by any act, omission or negligence of the Contractor or the Contractor's officers, employees, or agents.

**14.2.2** 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, \$1,000,000 per accident occurrence for personal injury or loss, and \$100,000 per accident for property damage, or combined single limits of \$1,000,000 per occurrence.

**14.3 Automobile Liability Insurance**

**14.3.1** The Contractor must have for the duration of this Contract, at its cost, automobile liability insurance coverage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor or the Contractors officers, employees, or agents. The coverage must be comprehensive and be inclusive of all contract related transportation activities performed by the Contractor's officers, employees, and agents using Contractor owned, leased, hired, borrowed, or leased vehicles or using personal vehicles.

**14.3.2** 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, \$1,000,000 per accident occurrence for personal injury or loss, and \$100,000 per accident for property damage, or combined single limits of \$1,000,000 per occurrence.

**14.4 General Requirements**

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- 14.4.1** The Contractor, subject to review and approval of the policy by the Department, may obtain comprehensive coverage through an umbrella policy if the coverage amounts and conditions of the umbrella policy conform with the requirements of this Section.
- 14.4.2** The Contractor must provide the Department prior to performance with a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this Contract must remain in effect for the entire Contract period. 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.
- 14.4.3** The Department may require the Contractor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.
- 14.4.4** 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, inclusive of 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. The Contractor's insurance coverage under any insurance policy necessary for performance of this Contract, except for professional liability insurance, must specify that the State, inclusive of 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, inclusive of 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.
- 14.4.5** The coverage must be from an insurer with a 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.
- 14.4.6** Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, the Contractor must:

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**14.4.6.1** reduce or eliminate such deductibles or self-insured retentions in relation to the State, its officials, employees, and volunteers; or

**14.4.6.2** procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**14.4.7** The Contractor must, except for professional liability insurance, include for coverage purposes all subcontractors as insured under any insurance policy necessary for performance of this Contract or must furnish separate certificates of insurance and endorsements for each subcontractor.

**14.4.8** If the aggregate insurance coverage a Contractor has is exceeded by the total of losses for submitted claims, the Contractor must prospectively procure additional coverage based upon those increased claims.

**14.4.9** The Contractor may only proceed to cancel or fail to renew insurance coverage during the term of this Contract, if the notice is given in writing to the Department's contract liaison thirty (30) day prior to the interceded effective date of those changes and the Contractor has obtained written commitment for replacement coverage that is in conformance with the requirements of this Section and proof of that replacement coverage is given with the notice to the Department.

#### **14.4.10 Definitions**

**14.4.10.1** For purposes of this Section the term "Contractor's agents" is inclusive of subcontractors, representatives, assignees, volunteers and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract.

**14.4.10.2** For purposes of this Section the term "claim" is inclusive of both actual and alleged claims, demands, and legal causes of action.

#### **15.0 COMPLIANCE WITH BUSINESS, TAX, LABOR, AND OTHER LEGAL AUTHORITIES**

**15.1.1** 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.

**15.2** The Contractor and its employees, agents and subcontractors are not

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employees of the State and the Contractor may not in any manner represent or maintain the appearance that they are employees.

- 15.3** The Contractor, at all times during the term of this Contract, 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. 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.
- 15.3.1** If the Contractor has received, for workers' compensation and other purposes, an independent Contractor certification from the Montana Department Of Labor And Industry as to the Contractor, 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. 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, this requirement is not applicable.
- 15.4** 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.
- 15.5** The Contractor, as a Contractor for the State, 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.
- 15.6** The Contractor may not use in the performance of its duties and responsibilities under this Contract a person as an independent Contractor unless that person is currently and remains certified in accordance with Montana legal authorities as an independent Contractor or is otherwise exempt under Montana legal authorities from the requirement to possess an independent contractor certification.
- 15.7** The Contractor is solely responsible on an on-going basis for and must meet

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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.

**15.8** 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.

**15.9** The Contractor shall only employ, contract or otherwise engage personnel who are authorized to work in the United States in accordance with applicable federal and state laws.

**15.10** 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.

## **16.0 CIVIL RIGHTS**

### **16.1 Discrimination Prohibited Under Federal and State Authorities**

The Contractor, in accordance with federal and state legal authorities cited herein and as otherwise may be applicable, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

### **16.2 Montana Human Rights Act**

The Contractor in the performance of this Contract must act in compliance with the applicable anti-discrimination requirements of the Montana Human Rights Act at part 3 of Title 49, chapter 2, MCA.

### **16.3 Montana Governmental Code Of Fair Practices**

As implemented by this subsection, the Contractor is prohibited by the Montana Governmental Code Of Fair Practices at 49-3-205, 49-3-206, and 49-

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3-207, MCA from discriminating on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of state services or funding on behalf of the State. The Contractor may not receive funds from the State if the Contractor engages in discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

As implemented by this subsection, the Contractor, in accordance with the Montana Governmental Code Of Fair Practices at 49-3-207, MCA, must for purposes of performance of this Contract hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

#### **16.4 Compliance With Federal And State Authorities**

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

1. the Montana Human Rights Act (49-2-101, et seq., MCA);
2. the Montana Governmental Code of Fair Practices (49-3-101, et seq. MCA);
3. the federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), prohibiting discrimination based on race, color, or national origin;
4. the federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), prohibiting discrimination based on age;
5. the Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;
6. Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability;
7. the federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), prohibiting discrimination based upon disability;
8. the Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. 4212);

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9. the federal Executive Orders 11246 and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices; and
10. the federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.

### **16.5 Civil Rights Violations**

The Department may undertake any and all actions, inclusive of contractual 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.

### **16.6 USDA Non-Discrimination Requirements**

In accordance with federal legal authorities and U.S. Department of Agriculture policy, the following provision governs expenditures of monies received from that Department:

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at: (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call:(202) 720-5964 (voice and TDD).  
USDA is an equal opportunity provider and employer.

## **17.0 FEDERAL REQUIREMENTS**

### **17.1 Generally**

- 17.1.1** The Contractor, in addition to the federal requirements specified in this Contract and any attachments to this Contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as

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"ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (MAY 2011)". Those assurance documents must be signed by the Contractor and submitted to the Department prior to the signing of this Contract.

**17.1.2** The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

**17.1.3** The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances and any related reporting requirements.

**17.2 Political And Lobbying Activities**

**17.2.1** Federal monies received by the Contractor under the terms of this Contract may not be used for any political activities by the Contractor, its employees or agents except as expressly permitted by state and federal legal authorities.

**17.2.2** As required by 31 U.S.C. §1352 and 45 CFR §93.100 et seq., federally appropriated monies may not be used to influence or attempt 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 the awarding of any federal Contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.

**17.2.3** If any funds other than federally appropriated funds are paid 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".

**17.2.4** Federally appropriated monies received through the programs of the federal Departments of Health and Human Services, Education, and Labor, as provided in Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments Of Labor, Health And Human Services, And

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Education, And Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:

- 17.2.4.1** to fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the 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.
- 17.2.4.2** to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.
- 17.2.5** The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.
- 17.3** **General Prohibition On Contracting With Federally Debarred Entities Or Persons**
- 17.3.1** The Department, in accordance with The Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, 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](http://www.epls.gov).
- 17.3.1.1** If the Department finds that the Contractor is not in compliance with these contract related federal debarment requirements, the Department:

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- 17.3.1.2** must notify the federal government;
- 17.3.1.3** 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
- 17.3.1.4** 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.
- 17.4** The Contractor's Obligations To Review For And Report On Debarred Persons And The Prohibition Of Health Care Program Payments To Federally Debarred Entities And Persons
- 17.4.1** The Department, in accordance with 42 U.S.C. 1320a-7, 42 U.S.C. 1320a-7a, 42 U.S.C. 1320a-7b, 42 U.S.C. 1320c-5, 42 U.S.C. 1396u-2(d)(1), and 42 CFR Part 1001, is prohibited from reimbursing with federal funds from a federally funded federal or state health care program a health care provider, whether a person or an entity, that has been debarred by the Office Of Inspector General (OIG) for the federal Department Of Health & Human Services. Federal and state health care programs include Medicare, Medicaid, children's health insurance programs, health care service funded through block grants for social services, health care services funded through block grants for maternal and child health services, and any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government.
- 17.4.2** The Department will terminate immediately this Contract with the Contractor, if the Contractor:
- 17.4.2.1** as an entity is debarred from receiving reimbursement through a health care program by OIG or by the Department under federal or state legal authority unless a lawful waiver of the debarment exclusion is provided by OIG; or
- 17.4.2.2** employs or engages, as described in this subsection, a person who is debarred or is subject to debarment with respect to the receipt of reimbursement through federal and state health care programs.

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- 17.4.3** The Contractor must act affirmatively to preclude the engagement or employment by the Contractor of any person who is debarred with respect to the receipt of reimbursement through federal and state health care programs as denoted in the listing of excluded health care providers that appears in the “List of Excluded Individuals/Entities” maintained by the Office Of Inspector General for the federal Department Of Health & Human Services. The Department, as directed by the State Medicaid Director Letter, #09-001, issued by the Center for Medicaid and State Operations on January 16, 2009, requires the Contractor at the time engagement or hiring and on a monthly basis thereafter to check to determine whether any person engaged with or employed by the Contractor appears on the list. The Contractor must immediately report to the Department any person as described in 21.5.5 who appears on the list and, in order to maintain its contractual relationship with the Department, take appropriate action to terminate the Contractor’s relationship with the debarred person.
- 17.4.4** The Department checks to determine if the Contractor, as an entity, or any person having ownership or control interests or other interests in or relationships with the Contractor entity as described in this subsection is currently debarred from receiving health care program reimbursement.
- 17.4.5** A person is subject to exclusion by OIG in the following circumstances:
- 17.4.5.1** the person:
- 17.4.5.1.1** has been convicted of a criminal offense as described in sections 42 U.S.C. 1320a–7(a) and (b) (1), (2) or (3);
- 17.4.5.1.2** has had civil money penalties or assessments imposed under section 42 U.S.C. 1320a–7a; or
- 17.4.5.1.3** has been excluded from participation in Medicare or any of the State health care programs; and
- 17.4.5.2** the person:
- 17.4.5.2.1** has a direct or indirect ownership interest or any combination thereof of 5 percent or more in the contractor entity;
- 17.4.5.2.2** is the owner of a whole or part interest in any mortgage, deed of trust, note or

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other obligation secured in whole or in part by the contractor entity or any of the property assets thereof, in which the whole or part interest is equal to or exceeds 5 percent of the total property and assets of the entity;

**17.4.5.2.3** is an officer or director of the contractor entity, if the entity is organized as a corporation;

**17.4.5.2.4** is partner in the contractor entity, if the entity is organized as a partnership;

**17.4.5.2.5** is an agent of the contractor entity;

**17.4.5.2.6** is a managing employee, inclusive of a general manager, business manager, administrator or director, who exercises operational or managerial control over the contractor entity or part thereof, or directly or indirectly conducts the day-to-day operations of the entity or part thereof; or

**17.4.5.2.7** was formerly described in 21.5.5.2.1, but is no longer so described because of a transfer of ownership or control interest to an immediate family member or a member of the person's household in anticipation of or following a conviction, assessment of a CMP, or imposition of an exclusion.

**17.4.6** For purposes of this subsection, the following terms are defined:

**17.4.6.1** “Agent” means any person who has express or implied authority to obligate or act on behalf of an entity.

**17.4.6.2** “Immediate family member” means a person's husband, wife, natural parent, adoptive parent, grandparent, child, grandchild, sibling, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent’s spouse, or grandchild’s spouse.

**17.4.6.3** “Indirect ownership interest” includes an ownership interest through any other entities that ultimately have an ownership interest in the entity in issue. For example, a person has a 10 percent ownership interest in the entity at issue if the person has a 20 percent ownership interest in a corporation that wholly owns a subsidiary that is a 50 percent owner of the entity in issue.

**17.4.6.4** “Member of household” means, with respect to a person, any other person with whom they are sharing a common abode as part of a single family unit,

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including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of household.

**17.4.6.5** “Ownership interest” means an interest in the capital, the stock or the profits of the entity, or in any mortgage, deed, trust or note, or other obligation secured in whole or in part by the property or assets of the entity.

**17.4.7** The listing of excluded health care providers appears in the listing of excluded health care providers in the “List Of Excluded Individuals/Entities” maintained by the Office Of Inspector General for the federal Department Of Health & Human Services. This list is available at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>. The list is comprehensive as to the debarments originating in all of the federal health programs. In addition, entities or persons subject to state debarment actions in federally funded state administered programs are list.

## **18.0 REPORTING FOR COMPLIANCE WITH THE FEDERAL TRANSPARENCY ACT**

**18.1** For contracts with total consideration of greater than \$25,000, the Contractor must comply as directed by the Department with the following 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. The Contractor, as a subrecipient of federal monies, must prepare and submit reports to the Department in accordance with the schedule provided by the Department containing the following information:

**18.1.1** name of the entity receiving the award;

**18.1.2** the pertinent NAICS code for the Contractor’s business activity;

**18.1.3** the Data Universal Numbering System (DUNS) identifier assigned to the Contractor or other unique identifier of the entity receiving the award;

**18.1.4** the DUNS identifier or other unique identifier assigned to the parent entity of the recipient, should the recipient be owned by another entity.

**18.1.5** award title;

**18.1.6** descriptive purpose of the funding action;

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- 18.1.7** the amount of the award;
- 18.1.8** the transaction type;
- 18.1.9** the funding agency;
- 18.1.10** the Catalog of Federal Domestic Assistance number for grant derived program funding;
- 18.1.11** the program source;
- 18.1.12** the location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country; and
- 18.1.13** the location of the primary place of performance under the award, including four data elements for the city, state, congressional district and country.
- 18.2** The Contractor is further required by the Transparency Act to report to the Department the compensation, as specified in this subsection, of the Contractor's top 5 officers/executives as described in this section, if all of the following conditions apply:
- 18.2.1** the Contractor is an entity as defined in this section;
- 18.2.2** the Contractor's reported gross income in the previous tax year totaled \$300,000 or more;
- 18.2.3** the consideration for this Contract totals \$25,000 or more at the time of signing or at any time during the term of this Contract, inclusive of extensions, that this Contract is amended to increase the consideration and the resulting total contract consideration is \$25,000 or more;
- 18.2.4** the Contractor's annual gross revenues total more than \$25,000,000; and
- 18.2.5** more than 80% of the Contractor's annual gross revenues are from federal awards as defined in this section.
- 18.3** The Contractor, though meeting the criteria 18.2, is not required to report the compensation of the Contractor's top 5 officers/executives if the compensation

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information is designated by the federal government as classified information that is not subject to public release.

- 18.4** The compensation report required by 18.2 to be submitted is to present the individual names and total compensation, as defined in this section, of the five most highly compensated officers/executives of the Contractor for the most recent full calendar year. The report must be submitted annually during the term of this Contract on the anniversary of the initial date of submittal.

The compensation report required to be submitted by this subsection is to be titled "Officers/Executive Compensation Report" and is to be directed to Business and Financial Services Division of the Department through the following means:

DPHHS  
Attn: BFSD - FFATA Reporting  
P.O. Box 4210  
Helena, MT 59604-4210

The Contractor, in lieu of compiling this report for the Department may submit, as may be currently available from the Contractor, the most current public report of compensation information as reported to 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 as reported to the Internal Revenue Service under section 6104 of the Internal Revenue Code of 1986 through Section VII of the Contractor's Form 990.

- 18.5** The most highly compensated officers/executives reporting is limited to persons who are engaged in governance and management and is not inclusive of highly compensated professionals such as physicians who do not participate substantively in governance or management.
- 18.6** The compensation report submitted to the Department by the Contractor must include the Contractor's Data Universal Numbering System (DUNS) number issued through Dun and Bradstreet.
- 18.7** The compensation report submitted to the Department by the Contractor is due by the end of the month that follows the month in which the total of the monies obligated through this Contract is at \$25,000 or more whether it occurs at the time of signing or at some later date due to a contractual amendment. Even if

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the total consideration for the Contract should be amended later to be less than \$25,000, the Contractor is required to continue to provide the compensation report.

- 18.8** Under 2 CFR section 170.110(b)(2), the prime recipient and sub-recipient are exempt from reporting executive compensation if all of the following conditions apply:
- 18.8.1** Cumulative Federal funding authorized to date for the prime recipient grant or sub-award is less than \$25,000.
- 18.8.2** The prime recipient or sub-recipient received less than \$25 million in annual gross revenue, in its preceding fiscal year from Federal procurement contracts and subcontracts, and b) Federal grants, sub-grants and cooperative agreements; and the amount so received amounted to less than 80 percent of its annual gross revenues.
- 18.8.3** The public has access to information about the state or sub-awardees executive compensation through periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934 or with the Internal Revenue Service under the Internal Revenue Code of 1986.
- 18.9** If the sub-recipient answers “yes” to public access then they must provide the SEC link under <http://www.sec.gov/> or provide a copy of Section VIII of the Contractor’s IRS Form 990 to the following address:
- DPHHS  
Attn: BFSB – FFATA Reporting  
PO Box 4210  
Helena, MT 59604-4210
- 18.10** If the sub-recipient does not report under SEC or the IRS Form 990 then they must provide DPHHS with a report listing the top five executives and their total compensation. The report will be titled “Officers/Executives Compensation Report” and will also be submitted to the above mentioned address. Refer to the attached FFATA forms.
- 18.11** The sub-recipient is responsible for notifying the Department of Public Health and Human Services if they are exempt from reporting Executive

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Compensation. The FFATA form must be completed and submitted stating they are “Exempt” from reporting. Submit the form to the above address.

- 18.12** Classified information is exempt from the prime and sub-recipient reporting requirement as are contracts with individuals.
- 18.13** “Entity” for the purposes of compliance with this section is inclusive of 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 if the contract is entered into with the natural person and performance is not related to any business or nonprofit organization that the person may own, control or operate
- 18.14** “Federal award” for the purposes of compliance with this section is inclusive of monies received by the Department through federal grants and contracts and is inclusive of the expenditures of federal monies under cooperative agreements. It is inclusive of all forms of Medicaid payment. It does not include payments and reimbursements made to vendors of supplies, equipment, maintenance and other routine services.
- 18.15** “Total compensation” for the purposes of compliance with this section is inclusive of 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 CFR 229.402(c)(2)):
- 18.15.1** Salary and bonus;
- 18.15.2** 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 No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
- 18.15.3** 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;

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- 18.15.4** Change in pension value. This is the change in present value of defined benefit and actuarial pension plans;
- 18.15.5** Above-market earnings on deferred compensation which is not tax-qualified; and
- 18.15.6** 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.
- 18.6** **False Claims Act Education and Reporting**
- 18.6.1** The Contractor and its employees, agents and subcontractors must report, relative to the federal source of the funding for this Contract, either to the Office Of Inspector General for the federal Department Of Health & Human Services, the federal Department Of Education or the federal Department Of Agriculture any credible evidence that a principal, employee, agent, Contractor, subgrantee, subcontractor, or other person has submitted a false claim under the federal False Claims Act or has committed a criminal or civil violation of legal authorities pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.
- 18.7** **Text Messaging While Driving**
- 18.7.1** Contractor and its subcontractors are requested to adopt and enforce policies, in accordance with Presidential Executive Order 13513, October 1, 2009, that ban text messaging by owners, officers, employees, agents and subcontractors while driving in contractor or employee owned or leased vehicles for purposes of the work contracted for through this Contract.
- 18.7.2** Contractors and subcontractors receiving funding through this Contract originating with the Centers For Disease Control And Prevention (CDC) of the federal Department Of Health And Human Services are prohibited from texting while driving a government owned vehicle or when using government furnished electronic equipment while driving ay vehicle.
- 18.7.3** Texting includes reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

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**18.7.4** Driving includes operating a motor vehicle on an active roadway with motor running, including while temporarily stationary due to traffic, a traffic light, 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.

**18.7.5** The Contractor and its subcontractors are responsible for ensuring that owners, officers, employees, agents and subcontractors are aware of the Contractor's adopted policies and adhere to the requirements and prohibitions of those policies.

**19.0 CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS**

**19.1 Generally**

The Contractor, during and after the term of this Contract, must protect in accordance with applicable legal and policy authorities confidential personal consumer/recipient and departmental employee information obtained and used in the performance of contractual duties and responsibilities under this Contract.

**19.2 Confidential Personal Information Held By The Contractor**

All material and information containing consumer/recipient or departmental employee personal information provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, electronic and other media, or in other forms, is to be regarded as confidential information and may only be used or disseminated by the Contractor, its employees, subcontractors, agents or others for the purposes allowed for under this Contract and any governing legal and policy authorities.

**19.3 Confidential Personal Information Defined**

Personal information is personal information concerning a person: 1) who is a consumer or recipient of services delivered by a departmental program, 2) who is otherwise the subject of a departmental activity, or 3) who is a

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departmental employee. Confidential personal information is personal confidential information that, under one or more federal or state legal authorities or regulations, is protected from general public access and release. Confidential personal information may be in a form: 1) that expressly serves to identify a person; 2) that based upon various descriptive aspects can be used to identify a person; or 3) that is descriptive of a person's personal medical, physical, social, psychological, financial, eligibility for public services or benefits, or other personal circumstances. Personal information may appear in writing, electronic or in any other form. Confidential personal information may include but is not limited to a person's name, social security number, driver's license number, street and postal addresses, phone numbers, email address, medical data, health information, protected health information as defined for purposes of the federal HIPAA and HITECH Acts, 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.

**19.4 Contractor compliance with the federal HIPAA and HITECH Acts and the Implementing Regulations Governing the Use and Possession of Personal Healthcare Information.**

**19.4.1** The Contractor, in relation to individually identifiable personal healthcare information used or possessed by the Contractor for or related to the purposes of performance under this Contract, must comply with the privacy and security requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing the HIPAA requirements at 45 CFR Parts 160 and 164 and the Health Information Technology For Economic And Clinical Health Act (HITECH), enacted as part of the American Recovery And Reinvestment Act of 2009, and the regulations implementing the HITECH requirements as they may be applicable to the Contractor and the services provided through this Contract.

**19.4.2** The Contractor, if a Business Associate as defined at 45 CFR 160.103, may not proceed to enter into this Contract or continue to perform under this Contract with the Department unless it is in compliance with the privacy and security requirements of federal HIPAA and HITECH necessary for its function as a Business Associate of the Department or as a Covered Entity. A Business Associate may provide one or more services that encompass legal, actuarial, accounting, consulting, data aggregation, management,

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administrative, accreditation, and financial functions and activities and may include: claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; and repricing. As a Business Associate the Contractor must comply with the further requirements and limitations that either appear in this Contract as the section “Business Associate Obligations” or appear with this Contract as an attached agreement titled “Business Associate Agreement”. If the Department has attached a Business Associate Agreement to this Contract, the Contractor must execute that Agreement in addition to this Contract.

#### **19.5 Security of Confidential Personal Information**

The Contractor in its possession and use of confidential personal information for purposes of performance under this Contract must implement and use at all times electronic and other security measures, standards, and procedures that meet or exceed current best business practices among like entities and operations, are compatible with the technology and programs of the Department, and, if requested by the Department, have been reviewed and approved by the Department.

#### **19.6 Notice By Contractor Of Unauthorized Disclosures Or Uses Of Confidential Personal Information**

The Contractor must immediately report to the Department in a confidential manner and with particular detail any unauthorized disclosures or uses of confidential personal information possessed by the Contractor, its employees, subcontractors, agents or others for the purposes of performance under this Contract.

#### **19.7 Remedial Action**

Upon discovery or notice that in the Contractor’s possession or handling of confidential personal information there has been a breach of confidentiality, the Contractor must undertake immediate measures to prevent further breach and to retrieve from the breach any written, electronic media or other tangible forms of the confidential information, to rectify any significant harm to the Department, and to protect the affected individual persons from further harm that may arise out of the breach.

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**19.8 Notice By Contractor Of Investigations, Complaints, Litigation Concerning The Use And Protection Of Confidential Personal Information**

The Contractor must notify the Department in writing within five work days in the event that 1) the Contractor receives notice of a complaint lodged with, of an investigation initiated by, or of a determination made by the Office of Civil Rights (OCR) of the Department of Health and Human Services, the federal Department Of Justice, or other federal entity that the Contractor is not in compliance with the federal HIPAA and HITECH Acts and the implementing regulations, or that 2) the Contractor receives notice of an administrative action or litigation initiated against the Contractor based on any legal authority pertaining to the protection of confidential information. The Contractor must provide the Department with a copy of any notice along with a copy of the relevant administrative or legal complaint and/or determination.

**19.9 Cause For Termination**

Failure of the Contractor to be in compliance with this section or the Department's policies or federal and state legal authorities protecting confidential personal information, inclusive of the federal HIPAA and HITECH Acts and the implementing regulations governing the protection of confidential personal healthcare information, is cause for termination of this Contract by the Department.

**20.0 PUBLIC INFORMATION AND DISCLAIMERS**

**20.1** All statements, press releases, and other documents or media pieces made available to the public for the purpose of describing and promoting the services provided with monies received through this Contract must be reviewed and approved by the Department prior to use, publication or release.

**20.2** All materials, publications, media and other products, whether in hard copy, electronic or other form, produced with monies received through this Contract, either as a deliverable or as a feature necessary for contractual performance, must be reviewed and approved by the Department prior to use, publication or release. In addition, all materials, publications, media and other products, whether in hard copy, electronic or other form, produced by

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the Contractor or its agents for distribution to or presentation to those local and state programs contracted with by the Department to engage in activities related to the purposes of this Contract, inclusive of public information distribution, must be reviewed and approved by the Department prior to use, publication or release.

- 20.3** The Contractor in developing and producing in conjunction with performance materials, publications, media and other products, whether in hard copy, electronic or other form, may not access and use in any manner personal and other possibly confidential information or privileged information or data to which it has access through the Department and the Department's agents and contractors, inclusive of those local and state programs contracted with by the Department to engage in contractual activities, unless the Contractor does so: 1) in full 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 or data includes information and data produced, compiled or received for state and local contractual efforts by the Department or its agents and contractors, inclusive of those local and state programs contracted with by the Department to engage in activities related to the purposes of this Contract.
- 20.4** A Contractor providing consultation or training services to the public or departmental and other staff and professionals must inform audiences and trainees that any opinions expressed by the Contractor do not necessarily represent the positions of the Department.
- 20.5** The Contractor, in accordance with Section 503 of H.R. 288, "Consolidated Appropriations Act, Division D, Departments Of Labor, Health And Human Services, And Education, And Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments, must state in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract and funded in part or in whole with federally appropriated monies received through the programs administered by the federal Departments of Health & Human Services, Education or Labor, the percentage and the monetary amount of the total program or project costs of this Contract funded with

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federal monies and the percentage and the monetary amount of the total costs of this Contract funded with non-governmental monies.

**20.6** The Contractor may not expend monies under this Contract for the purchase of any media time for publicity or advertising concerning the Department's services available through this Contract or the Contractor's services and performance under this Contract that financially or textually directly or indirectly supports, opposes, or associates the Department or the services made available through this Contract with any specific political agenda, political party, a candidate for public office, or a matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

**20.7** 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. The statements herein do not necessarily reflect the opinion of the Department."

**21.0 TECHNOLOGY ACCESS FOR PERSONS WHO ARE BLIND OR VISUALLY IMPAIRED**

**21.1** As required by 18-5-603, MCA, information technology equipment and software purchased with contractual monies as an aspect of performance for purposes of this Contract must provide persons who are blind or visually impaired, inclusive of Contractor employees and agents, program participants, and members of the public, with access, inclusive of interactive use of the equipment and services, that is equivalent to that provided to persons who are not blind or visually impaired.

**21.2** The requirements of this section are not applicable to the expenditure of monies derived through a standardized rate reimbursement system.

**22.0 TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS**

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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.

- 22.1.1** 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.

**23.0 RECIPIENT GRIEVANCES AND APPEALS**

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

- 23.2** 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.

- 23.3** 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.

**24.0 CONTRACTUAL DISPUTE RESOLUTION PROCESS FOR HUMAN SERVICES CONTRACTS**

- 24.1** 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.

- 24.2** 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.

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- 24.3** 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.
- 24.3.1** 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.
- 24.3.2.1** 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.
- 24.3.3** 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.
- 24.3.4** 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.
- 24.3.5** A written decision from the review will be issued within 30 days of the hearing.
- 24.4** 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.
- 25.0** **CONTRACTOR COOPERATION AND DEPARTMENTAL GUIDANCE**
- 25.1** **Cooperation With The Department And Other Governmental Entities And Departmental Contractors.**

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**25.1.1 Cooperation With The Department And Other Governmental Entities**

The Contractor must ensure that Contractor 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) The 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 HHSC or other agencies investigators or legal staff.

**25.1.1.1 Cooperation With Other Departmental Contractors.**

The Contractor must reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by the Department for purposes of delivering services as required by this Contract and other related service delivery being undertaken by other departmental contractors and as determined necessary by the Department to further the Department's administrative responsibilities. To the extent permitted by the Department's financial and personnel resources, the Department will reasonably cooperate with the Contractor and to use its best efforts to ensure that the Contractor's other contractors reasonably cooperate with the Contractor.

**25.2 Departmental Guidance**

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

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**26.0 REGISTRATION OF OUT OF STATE ENTITIES**

**26.1** If the Contractor is incorporated in a state other than Montana or in a foreign country and that is conducting business in Montana 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/BSB/index.asp> or by calling 406.444.3665.

**26.2** A business required to register may not enter into or continue to perform under this Contract unless providing the Department with proof of a current certificate of authority to conduct business.

**27.0 LIAISON AND SERVICE OF NOTICES**

**27.1** Jim Nolan, Phone: (406) 447-4260, Fax: (406) 447-4287, E-Mail: [jnolan@mt.gov](mailto:jnolan@mt.gov), is the liaison for the Department. \_\_\_\_\_, Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_, Fax: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_, E-mail: \_\_\_\_\_ is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

**27.2** Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' mailing addresses set out in this Contract.

**28.0 FORCE MAJEURE**

If the Contractor or State 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. In that 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.

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**29.0 CONTRACT TERMINATION**

**29.1** The Department may immediately terminate the whole or any aspect of performance under this Contract for failure of the Contractor to perform the Contract in accordance with the terms of the Contract or other governing legal authorities.

**29.2** Failure to perform includes, but is not limited to, failure to:

**29.2.1** perform the services as required and within the time limits specified in this Contract;

**29.2.2** comply with any of the requirements of this Contract inclusive of reporting and accounting;

**29.2.3** perform its contractual duties or responsibilities in accordance with the terms of the Contract or any other authority, including statute, rules, or policy, that govern the standards for performance, the receipt and expenditure of the monies provided through the Contract, and the conduct of the Contractor as a Contractor for the State;

**29.2.4** maintain its status, if applicable, as an enrolled Medicaid or otherwise qualified provider of those services that it receives reimbursement for the provision of from the Department;

**29.2.5** comply with any law, regulation or licensure and certification requirement;

**29.2.6** respond to or to effectively implement corrective actions or other measures required by the Department;

**29.2.7** reimburse overpayments, penalties, or other sums owing to the Department.

**29.3** The Department may immediately terminate the whole of this Contract or any aspect of performance under this Contract based upon the Contractor's violations of federal or state laws, regulations, executive orders, et al. as determined by the Department or other appropriate authorities.

**29.4** Violations of federal or state legal authorities include, but are not limited to:

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- 29.4.1** the American Recovery and Reinvestment Act of 2009;
- 29.4.2** the Government Funding Transparency Act of 2008;
- 29.4.3** the Federal Funding Accountability And Transparency Act of 2006;
- 29.4.4** the federal and state acts prohibiting false claims;
- 29.4.5** the federal and state legal authorities requiring and implementing debarment;
- 29.4.6** the federal and state antitrust and other anticompetitive legal authorities inclusive of the Sherman Act;
- 29.4.7** the federal and state civil rights legal authorities; and
- 29.4.7.1** state licensing legal authorities.
- 29.5** The Department may terminate the whole or any part of this Contract when federal or state funding for this Contract becomes unavailable or reduced for any reason. The Department, except as may be otherwise required or necessitated by federal or state legal authorities inclusive of the Recovery And Reinvestment Act, must give notice to the Contractor at least sixty (60) days prior to the effective date of termination unless the parties agree to a shorter notice period.
- 29.5.1** Either party may terminate this Contract without cause. Termination without cause may be exercised in lieu of any or all of the other remedial measures available through this Contract. The party terminating without cause this Contract must give notice of termination to the other party at least sixty (60) days prior to the effective date of termination. The parties may mutually agree to a different time period for notice.
- 29.6** Notice of termination given by a Party must be given in writing addressed to the Contract liaison for the other Party.
- 29.7** Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.

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- 29.8** Upon termination of this Contract, the Contractor may not receive or claim any consideration other than as may be determined by the Department appropriate based upon the Contractor's performance and legal considerations.
- 29.9** Upon Contract termination or nonrenewal of this Contract, the Contractor must allow, as the Department determines is necessary, the Department and its agents and representatives full access on a continuing as needed basis to the Contractor's facilities and records for conducting necessary audits and investigations or to arrange for and implement the orderly transfer of the activities and other features of performance to the Department or the entity designated by the Department to assume the performance in whole or in part.
- 29.10** Upon expiration, termination, or cancellation of this Contract, the Contractor must cooperatively and constructively assist the Department to close out this Contract and to provide for the orderly and effective transfer of the responsibility for the services to be performed under this Contract to the Department or to another contractor or contractors as designated by the Department. This responsibility includes the transfer of all records and any other materials and items that the Department determines are necessary to the continuity of service delivery.
- 30.0 CHOICE OF LAW, REMEDIES AND VENUE**
- 30.1** This Contract is governed by the laws of the State of Montana and 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.
- 30.2** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.
- 30.3** 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.
- 30.4** If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- 30.5** If there is a contractual dispute, the Contractor agrees to continue

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performance under this Contract unless the Department in writing explicitly waives performance.

**31.0 SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT**

**31.1** This Contract consists of the Contract Table of Contents and the contract provisions on 41 numbered pages. This is the entire Contract between the parties.

**31.2** 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.

**31.3** The headings to the sections of this Contract are for convenience of reference and do not modify the terms and language of the sections to which they are headings.

**31.4** No contractual provisions from a prior Contract of the parties are valid or binding in this contractual relationship.

**31.5** This Contract, except as may be otherwise provided by the terms of this Contract, may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.

**31.6** If there is a dispute as to the duties and responsibilities of the parties under this Contract, the Contract along with any attachments prepared by the Department, inclusive of request for proposal, if any, govern over the Contractor's proposal, if any.

**31.7** If any provision of this Contract is determined by a court of law to be per se or as applied legally invalid, all other provisions of this Contract remain in effect and are valid and binding on the parties.

**31.8** If any provision of this Contract is determined by the Department to be in conflict with any federal or state law or regulation, then the provision is inoperative to the extent that the Department determines it is per se or as applied in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.

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**31.8.1** 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 any 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.

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_, Division Administrator  
Human & Community Services Division

**AGENCY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Typed / Printed Name  
\_\_\_\_\_  
(Title)

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AMENDMENT NUMBER \_\_-\_\_-\_\_\_\_-\_  
TO CONTRACT NUMBER \_\_\_\_

COMMUNITY SERVICES BLOCK GRANT

CONTRACT NUMBER \_\_\_\_, having been made and entered into between the Department of Public Health and Human Services and \_\_\_\_\_, appears to be in need of amendment as follows.

SECTION 2 PURPOSE is amended by adding:

SUBSECTION 2.12-028-10001-0

- A. The purpose of this Amendment is to distribute funds, under the guidelines of the Community Services Block Grant (hereinafter referred to as the CSBG), to the Contractor. This Amendment shall govern the distribution and use of funds in accordance with the Omnibus Budget Reconciliation Act of 1981, Title VI, Subtitle B, as amended, and Administrative Rules of Montana (ARM) 37.2.901 through 37.2.925.
- B. For purposes of auditing procedures, the CFDA Number for CSBG is 93.569.

SECTION 3 TERM OF CONTRACT is amended by adding to Subsection A:

Amendment \_\_-\_\_-\_\_\_\_-\_\_ is effective from January 1, 2012 through June 30, 2013.

SECTION 4 SERVICES TO BE PROVIDED is amended by adding:

SUBSECTION 4.\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_

The Contractor agrees to use the funds distributed for the planning, development and conducting of community anti-poverty programs to provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community, commensurate with funds received, or those areas of the community where poverty is a particularly acute problem. The services to be provided are included in

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Attachment A, which is the Contractor's Budget and Work Plan proposal, to develop and implement initiatives to ameliorate the causes of poverty on the poor.

SECTION 5 CONSIDERATION AND PAYMENTS is amended by adding:

SUBSECTION 5.\_\_\_\_-\_\_\_\_-\_\_\_\_\_-\_\_

A. In consideration of the services to be provided under this Amendment, the Department agrees to pay the Contractor for allowable costs:

1. within ninety (90) days after receiving a completed PHHS Invoice;
2. an amount not to exceed \$\_\_\_\_\_ for the duration of this Amendment; and
3. an advance upon execution of this Amendment and receipt of a completed invoice.

B. The Contractor agrees that all expenses incurred under this Amendment:

1. are actual, allowable and reasonable;
2. will qualify for financial participation under the provisions of 45 CFR, Part 74, Federal Grant Administration Regulations; and
3. are in accordance with Attachment A, Budget and Work Plan, to this Amendment and hereby included by this reference.

C. The Contractor shall:

1. require a written contract amendment before transferring funds in or among budget categories in Attachment A, Budget and Work Plan, in excess of 25% of the total amendment funds or \$10,000, whichever is greater; and
2. notify the Department in writing within thirty (30) days of the transfer of funds in or among budget categories in Attachment A, Budget and Work Plan, not requiring a contract amendment.

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- D. The Department assures the Contractor that it will not have its funding terminated or reduced below the proportional share of funding received in the previous year unless, after providing notice and an opportunity for a hearing on the record, the Department determines that cause exists for such termination or such reduction, subject to review by the Secretary of the U.S. Department of Health and Human Services.

SECTION 6 REPORTS AND AMENDMENTS is amended by adding:

SUBSECTION 6. \_\_\_-\_\_\_-\_\_\_\_-\_\_

- A. For purposes of this Amendment, the Contractor agrees to prepare and submit to the Department:
1. any fiscal, programmatic reports or electronic data requested by the Department;
  2. all requests to amend this Amendment on or before November 1, 2012 and
  3. a final closeout report with any unexpended funds within sixty (60) days of the ending date of this Amendment.
- B. For individuals and households provided services through activities described in Attachment A, Contractor's Budget and Work Plan, the Contractor agrees to comply with the Department's Results Oriented Management and Accountability (ROMA) efforts by:
1. on at least a monthly basis, providing the Department all required demographic and service information contained in the Central Database System. Such information shall be submitted to the Department electronically utilizing either the Central Database System or any other electronic medium interfacing with the Central Database System in accordance with specifications available from the Department; or

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2. if prohibited by another funding source from providing demographic and service information as described above, providing the Department written documentation of the prohibition including its duration; specific services, specific activities and specific information fields it applies to; and the name, address and telephone number of a contact person representing the organization imposing the prohibition on the Contractor.

C. Any adjustments or modifications to Attachment A, Budget and Work Plan, except as noted in Section 5, Part C, shall be by written amendment, signed by authorized representatives of both parties and attached to this Amendment.

SECTION 26 SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT is amended by adding:

SUBSECTION 26. \_\_\_-\_\_\_-\_\_\_\_\_-\_\_

A. This amendment consists of these provisions on three (3) numbered pages and Attachment A, Budget and Work Plan, which are hereby incorporated into Contract Number \_\_\_ by reference herein.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Division Administrator  
Human & Community Services Division

AGENCY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Typed/Printed Name

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ATTACHMENT A

BUDGET AND WORK PLAN

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**CSBG BUDGET SUMMARY**

AGENCY	CONTACT PERSON & PHONE NUMBER
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COST CATEGORY NO.	COST CATEGORY	CSBG COST
1.	PERSONNEL COSTS 1.1 THRU 1.3	
1.1	Salary & Wages	
1.2	Fringe Benefits (Employer's share Only)	
1.3	Consultants & contract Services	
2.	NON-PERSONNEL COSTS 2.1 THRU 2.5	
2.1	Travel	
2.2	Space Costs and Rentals	
2.3	Consumable Supplies	
2.4	Rental, Lease, Purchase of Equipment	
2.5	Other Costs	
TOTAL COSTS		

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DESCRIPTION OF ALL COSTS INCLUDED IN COST CATEGORIES 1.2 THRU 2.5

COST CATEG ORY NO.	DESCRIPTION OF ITEM AND BASIS FOR VALUATION	CSBG COST
2.1		
2.2		
2.3		
2.4		
2.5		
	TOTAL CARRIED FORWARD FROM ATTACHED PAGES (IF ANY)	
	TOTAL	

DESCRIPTION OF ALL PERSONNEL INCLUDED IN COST CATEGORY 1.1

NUMBER OF PERSONS	TITLE OR POSITION	ANNUALIZE D SALARY	% OF TIME	NO. OF MONTH S	CSBG COST
	PAID PERSONNEL - TOTAL				

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**Reduced copy of Work Plan**

STATE OF MONTANA					
Community Services Block Grant Work Plan for the Years: 20__ - 20__					
Agency Name & Address:			Phone Number:		
Initiatives	Projected Outcomes	NPI	NPI Description	Measurement	Actual Outcome
Identify the activity and briefly describe how it will be accomplished. Be sure to provide the number of clients or the units offered.	Number and percentage of clients or units to achieve each outcome.	National Performance Indicator.	National Performance Indicator Description.	Identify how the agency is measuring success.	Describe the actual outcome achieved.
<b>Goal:</b>					
<b><u>Key Needs Assessment Findings:</u></b>					

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