

**CONTRACT FOR
PRE-EMPLOYMENT TRANSITION SERVICES
DPHHS HHS-DETD-00000XXX**

THIS CONTRACT, is entered into between the **Montana Department of Public Health and Human Services**, (the "Department"), whose contact information is as follows: PO Box 4210, Helena, MT, 59604-4210, and Phone Number: (406) 454-6069, and Fax Number: (406) 454-6084, Email: thogan@mt.gov and, and **Insert Contractor Name** (the "Contractor"), whose contact information is as follows: Federal Tax ID: , UEI Number: , Address: , Phone Number: , and Email: , respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for: **Pre-Employment Transition Services**, (the "Services"), as more particularly described in **Attachment A: Scope of Work**.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

Contract (this instrument)
Attachment A: Scope of Work
Attachment B: Pre-ETS Guide Definitions, Examples, Allowable Expenses
Attachment C: Quarterly Report
Attachment D: Invoice
Attachment E: Student Request Form
Attachment F: Fee Schedule
Attachment G: Unallowable Costs
Attachment H: Federal and State Law Requirements
Attachment I: Insurance Requirements
Attachment J: Assurances

SECTION 2. TERM OF CONTRACT

The term of this Contract is from **October 1, 2025, through September 30, 2026**, unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This Contract, including any renewals, may not exceed a total of seven (7) years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor up to a total of **\$XX,000.00** for fee-for-services as follows:

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

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

B. Billing Procedures and Requirements

1. Payment shall be made pursuant to the following specified payment/fee schedule in **Attachment F. The Quarterly Report and Invoice are submitted to the Department within 15 days of the end of each quarter with the exception of the report for April-June which is due June 15th.**

Payment to the Contractor shall be made to:

Insert Contractor Name

Insert Address

Insert City, Insert State, Insert Zip Code

2. The Contractor must bill in accordance with the procedures and requirements the Department identifies and must itemize all services and expenses for reimbursement.

If for any reason the grant funding is denied, or funds are no longer available the Contractor will be notified immediately.

C. Adjustments to Consideration

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

D. Sources of Funding

The sources of the funding for this Contract are the mandated 15% reserve of the federal grant from the Rehabilitation Services Administration of the U.S. Department of Education. The Vocational Rehabilitation & Blind Services grant number is **H126A260038** (Oct 1, 2025-Sept 30, 2026).

E. Erroneous and Improper Payments

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

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor.

SECTION 4. PREVAILING WAGE REQUIREMENTS RESERVED

SECTION 5. COST ADJUSTMENTS

Cost Adjustments Negotiated Based on Changes in Contractor's Costs. After the Contract's initial term and if the Department agrees to a renewal, the parties may negotiate cost adjustments at the time of Contract renewal. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. The Department is not obligated to agree upon a renewal or a cost increase.

SECTION 6. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The Department's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, The Department may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 7. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.

C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 8. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the

Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

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

D. Reimbursement for Sums Owing

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

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING RESERVED

SECTION 10. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. 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.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 11. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 12. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in **Attachment I**, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 13. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 14. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. **Attachment H** to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in **Attachment J**, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. Pursuant to 34 CFR §76.50(b) these federal funds prohibit a subrecipient relationship between the department and the contractor. These regulations also prohibit sub granting by contractor. Accordingly, contractor is not permitted to subcontract.
- I. Nondiscrimination Against Firearms Entities/Trade Associations. Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30.20.301 MCA.

SECTION 15. REGISTRATION WITH SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§

35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website.

SECTION 16. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 17. INTELLECTUAL PROPERTY/OWNERSHIP RESERVED

SECTION 18. PATENT AND COPYRIGHT PROTECTION RESERVED

SECTION 19. CONTRACT PERFORMANCE SECURITY RESERVED

SECTION 20. CONTRACT OVERSIGHT RESERVED

SECTION 21. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person. Personal Information that can be used to distinguish or trace an individual's identity (PII)
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

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

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

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 22. PROPRIETARY INFORMATION

A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim,

and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.

B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 23. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

If the Contractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the Department or as a "covered entity" under HIPAA and HITECH.

SECTION 24. PUBLICITY AND DISCLAIMERS

A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal, and electronic media.

B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

C. The Contractor must state the percentage, and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.

D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases, and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 25.**ACCESS TO PREMISES**

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

SECTION 26.**LIAISON AND SERVICE OF NOTICES**

Tammy Hogan, or their successor, will be the liaison for the Department. Contact information is as follows:

Tammy Hogan,
DPHHS VRBS Pre-ETS
PO Box 4210
Helena, MT 59604-4210
Phone Number (406) 454-6069
Fax Number (406) 454-6084
Email thogan@mt.gov

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

Insert Contractor Liaison,

Insert P.O. Box

Insert City, Insert State Insert Zip Code

Phone Number (406) Insert Phone Number

Fax Number (406) Insert Fax Number

Email Insert email

These above referenced liaisons 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.

SECTION 27.**IDENTIFICATION / SUBSTITUTION OF PERSONNEL RESERVED****SECTION 28.****MEETINGS**

- A. **Technical or Contractual Problems.** Contractor shall meet with the Department's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the Department in the performance of their respective obligations, at no additional cost to the Department. The Department may request the meetings as problems arise and will be coordinated by the Department. The Department shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or

rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

- B. Progress Meetings. During the term of this Contract, the Department's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the Department's progress in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the Department to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.
- C. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the Department, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.
- D. The Department's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the Department's failure or delay in discharging any Department obligation, the Department shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the Department agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the Department does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

SECTION 29. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 30. CONTRACT TERMINATION

- A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct

costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.

- B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason;
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.
- E. Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:
 - 1. Products or services furnished fail to conform to any requirement;
 - 2. Failure to submit any report required by this Contract;
 - 3. Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior Department approval or breaching Technical or Contractual Problems, obligations; or
 - 4. Voluntary or involuntary bankruptcy or receivership.
- F. Event of Breach by the Department. The Department's failure to perform any material terms or conditions of this Contract constitutes an event of breach.
- G. Actions in Event of Breach. Upon Contractor's material breach, the Department may:
 - 1. Terminate this Contract under Termination for Cause or Convenience and pursue any of its remedies under this Contract, at law, or in equity; or

2. Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon the Department's material breach, Contractor may:

1. Terminate this Contract under Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
2. Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

SECTION 31. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply

with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

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

SECTION 32: TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

SECTION 33. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.

D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 34. GENERAL

- A. No statements, promises, or inducements made by the parties, 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.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

SECTION 35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

A. Contract

This Contract consists of **fifteen (15)** numbered pages, any Attachments listed in Section 1 as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

C. Amendment

Any amendment or modification must be in a written agreement signed by the parties.

AUTHORITY TO EXECUTE

The Terms and Conditions of Contract DPHHS HHS-DETD-00000XXX.

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Chanda Hermanson, DETD Administrator

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, DISABILITY EMPLOYMENT AND TRANSITIONS DIVISION

Approved as to Form:

BY: _____ Date: _____
Contract Officer

CONTRACTOR

BY: _____ Date: _____
Authorized Signer

ATTACHMENT A

SCOPE OF WORK

1. The Contractor will be required to complete the Pre-Employment Transition Services Scope of Work Plan described in this attachment. The plan will be submitted to the local Pre-ETS Specialist for approval. Upon approval, the plan will be included in the contract to outline the scope of work, program details and the specific Pre-Employment Transition Services that will be provided. The Pre-ETS Specialist will send the agreed upon document to the Contracts Specialist who includes it in the contract materials. If changes are needed in the Scope of Work Plan that is submitted, the Pre-ETS Specialist communicates with the contractor and offer suggestions. The Pre-ETS Specialist will ensure that the Scope of Work plan that contains services that have not been approved is deleted and does not become part of the contract.
 - a. The purpose of this Contract is for the Contractor to provide Pre-Employment Transition Services (Pre-ETS) to students with disabilities age 14-21 in need of such services who are eligible or potentially eligible for Vocational Rehabilitation services. The objective is for schools to support high school students with disabilities in developing their independence and preparing them for higher education or the workplace. A guide for schools to use in developing the Scope of Work plan is included with this contract as **Attachment B**.
 - b. Pre-Employment Transition Services include the following five (5) services: job exploration counseling, work-based learning experiences, counseling on opportunities for enrollment in postsecondary education programs, workplace readiness training, and instruction in self-advocacy. These services are required under this contract and are more fully defined in this Attachment in the Definitions section.
 - c. Progress reports are required to be completed by the Contractor on a quarterly basis. The form for the report to be used by the Contractor is included with this contract as **Attachment C** Pre-ETS Quarterly Report. The Quarterly Report and Invoice (**Attachment D**) are submitted to the Department within 15 days of the end of each quarter, with the exception of the report for April-June which is due June 15th.
 - d. **Attachment E**, the Student Request Form, is required for each student. Disability documentation is required if the form is not signed by school personnel. The Student Request Form must be completed and submitted to VRBS prior to the provision of services. VRBS staff will review the Form and Pre-Employment Transition Services requested by the student. If VRBS is in agreement, a staff member will sign the Student Request Form for each student verifying that the individual is confirmed to be a student with a disability and the requested Pre-ETS are appropriate. Instructions are included in the attachment. If a student has a completed Student Request Form available from a previous Pre-ETS Contract, school personnel can review the form to ensure it is still

accurate. This form can be updated as needed with a student and/or parent signature. Forms from previous contract years can be resubmitted for the current contract.

The Contractor shall provide the five required Pre-Employment Transition Services described under Section 110 of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act, to enrolled students with disabilities. The provision of Pre-Employment Transition Services can begin when a student turns fourteen years of age. The provision of Pre-Employment Transition Services will end when the individual no longer meets the definition of a student with a disability. Job Coaching, Assistive Technology, and Student Transportation are excluded from the scope of services under this contract and were not factored into the establishment of the rates detailed in Attachment F and on the State website at dphhs.mt.gov/detd.

2. All Pre-Employment Transition Services must be delivered within a competitive integrated employment model.
3. Pre-Employment Transition Services can be provided to students in a group setting as well as to individual students. The provision of Pre-Employment Transition Services will end when the individual is no longer interested in Pre-ETS or no longer meets the definition of a student with a disability.
4. The Contractor is prohibited from entering into a contract or other arrangement with any entity who is a 14(c) certificate holder as defined by Section 14(c) of the Fair Labor Standards Act under the U.S. Department of Labor for purposes of operating a program in which students with disabilities are employed at subminimum wage.
5. The Contractor is encouraged to refer students with disabilities to Vocational Rehabilitation and Blind Services for additional consumer services, but the referral is optional and is not considered a Pre-Employment Transition Service under this contract.
6. The Contractor must ensure that the school retains documentation for each student who has received Pre-Employment Transition Services. This documentation may be recorded through one manner of various methods, such as transcripts (the preferred method), the IDEA summary of performance, or an individual letter written to the student which is retained in the student's record file that is maintained by the school (the least preferred method). The Contractor's work plan should specify the method of implementation for this requirement.
7. Time is of the essence under this Contract. Uninterrupted and continuous delivery of the contracted goods and services is required.
8. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified, and credentialed as required by law. Training and technical assistance will be provided to the Contractor through Vocational Rehabilitation and Blind Services. All staff providing Pre-ETS services to individuals with disabilities must pass a 7-year standard background check.

Staff who are providing Pre-ETS services must meet the following qualifications:

- High school diploma, General Educational Development (GED) certificate or High School Equivalency Test (HiSET) and at least one of the following:
 - Two years of experience working with individuals with disabilities

OR

- 30 semester hours of college credit with a minimum of 15 semester hours in special education, specific disabilities, social work, counseling, business or a related field

**Staff who satisfy the school district's baseline education and background screening standards are not obligated to provide further documentation of qualifications unless requested.

9. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this Contract.
10. After completion or termination of the Contract, Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.
11. This Contract is predicated in part on the use of the features specified in the Contract, the Contractor's Scope of Work plan and, if applicable, the attachments and materials referred to in those documents, including resources, persons, and personnel qualifications. The Contractor must ensure it will apply those specific resources, persons, personnel qualifications, and other performance features as required. The Contractor may not substitute specified features without written approval of the Department. Substitutions proposed must be equal to or better than those originally proposed, offered or identified.
12. The Contractor must maintain compliance with the requirements of the Contract regarding the planning and delivery of Pre-Employment Transition Services and therefore must not vary from them without the written approval from the Department. The Department may recover any monies paid to the Contractor when the Contractor has failed to maintain these requirements or has varied from them without written approval of the Department retroactive to the date of occurrence.
13. Nothing in this agreement is to be construed as reducing the obligation of the Local Educational Agency/Contractor to provide or pay for transition services under IDEA that are also considered special education or related services and that are necessary for ensuring a free appropriate public education (FAPE) to children with disabilities.
15. The Contractor agrees to acknowledge the sponsorship of VRBS with respect to any public statement, press release, news item, or publication including social media posts related to an individual, program or services funded in whole or in part by VRBS by using the following statement: "These services were provided in partnership with Montana's Vocational Rehabilitation program."

16. The Contractor must provide additional documentation for students with disabilities who are known to be seeking subminimum wage employment. The documentation must at a minimum, contain the: (i) Youth's name; (ii) Description of the transition services under the Individuals with Disabilities Education Act (IDEA) and Pre-Employment Transition Services completed; (iii) Name of the provider of the required service or activity; (iv) Date required service or activity completed; v) Signature of school personnel documenting completion of the required service or activity; (vi) Date of signature described in paragraph and (vii) Signature of school personnel transmitting documentation to Vocational Rehabilitation and Blind Services (VRBS); and (viii) Date and method (e.g., hand-delivered, faxed, mailed, e-mailed, etc.) by which document was transmitted to the designated State unit. The school personnel must transmit the documentation required of this section to VRBS as soon as possible upon the completion of the required services, but no later than 30 calendar days after the completion of the service; or 60 calendar days, if additional time is necessary due to extenuating circumstances

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

17. School staff will share transcripts or report cards and verification of high school graduation with VRBS when requested. This information will not be requested for all students but will be needed for students who are receiving services under an Individualized Plan for Employment through VRBS.

18. School staff will use the Transition Planning Tool (TPT) pre- and post-surveys to evaluate the effectiveness of Pre-Employment Transition Services (Pre-ETS) provided under this contract for students with disabilities. The TPT is a component of the Transition Readiness Toolkit (TRT).

Each student listed on the Billing Invoice and Quarterly Report must complete both a pre-survey and post-survey within the school year in order to be eligible for Pre-ETS funding.

- a. At least one school staff member is required to complete the TRT virtual training or view the pre-recorded webinar.

- b. School staff will take appropriate action to secure access to the TRT portal to administer the pre- and post-surveys.
- c. Pre-surveys must be administered by December 31, 2025, marking the end of the first quarter of the contract. These surveys are designed to assess students' baseline knowledge in transition readiness areas addressed by Pre-ETS. Students who do not complete the pre-survey by this date will not be eligible for funding for that quarter, though they may complete the survey in the subsequent quarter (January–March).
- d. Post-surveys must be administered before the end of the school year (by June 30, 2026) to assess students' progress and skill development. Students who do not complete the post-survey by this date will not be eligible for funding for that quarter.

DEFINITIONS:

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

1. Pre-Employment Transition Services (Pre-ETS) is defined as the following five (5) activities:

- A. **Job Exploration Counseling:** Job exploration counseling may be provided in a classroom or community setting and includes information regarding in-demand industry sectors and occupations, as well as non-traditional employment, labor market composition, administration of vocational interest inventories, and identification of career pathways of interest to the students. Job exploration counseling provided on an individual basis might be provided in a classroom or the community and include discussion of the student's vocational interest inventory results, in-demand occupations, career pathways, and local labor market information that applies to those particular interests.
- B. **Work-based learning experiences:** Work-based learning experiences in a group setting may include coordinating a classroom-based program of job training and informational interviews to research employers, work-site tours to learn about necessary job skills, job shadowing, or mentoring opportunities in the community. Work-based learning experiences on an individual basis could include work experiences to explore the student's area of interest through paid and unpaid internships, apprenticeships, short-term employment, fellowships, or on-the-job trainings located in the community. These services are those that would be most beneficial to an individual in the early stages of employment exploration during the transition process from school to post-school activities.
- C. **Counseling on opportunities for enrollment in comprehensive transition or post-secondary education:** Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education in a group setting may include information on course offerings, career options, the types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways. This information may also be provided on an individual basis and may include advising students and

parents or representatives on academic curricula, college application and admissions processes, completing the Free Application for Federal Student Aid (FAFSA), and resources that may be used to support individual student success in education and training, which could include disability support services.

D. Workplace readiness training: Workplace readiness training may include programming to develop social skills and independent living, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, understanding employer expectations for punctuality and performance, as well as other “soft” skills necessary for employment. These services may include instruction, as well as opportunities to acquire and apply knowledge. These services may be provided in a generalized manner in a classroom setting or be tailored to an individual’s needs in a training program provided in an educational or community setting.

E. Instruction in self-advocacy: Instruction in self-advocacy in a group setting may include generalized classroom lessons in which students learn about their rights, responsibilities, and how to request accommodations or services and supports needed during the transition from secondary to postsecondary education and employment. During these lessons, students may share their thoughts, concerns, and needs, in order to prepare them for peer mentoring opportunities with individuals working in their area(s) of interest. Further individual opportunities may be arranged for students to conduct informational interviews or mentor with educational staff such as principals, nurses, teachers, or office staff; or they may mentor with individuals employed by or volunteering for employers, boards, associations, or organizations in integrated community settings. Students may also participate in youth leadership activities offered in educational or community settings.

2. “Student with a disability” means an individual with a disability in a secondary, postsecondary or other recognized education program who is 14-21 years old.
3. “Students with disabilities” means more than one student with a disability.
4. “Potentially eligible” refers to all students with disabilities, regardless of whether they have applied for or been determined eligible for the VR program.
5. “Competitive integrated employment” is defined as work paid at the greater of minimum or prevailing wages with commensurate benefits occurring in a typical work setting where the employee with a disability interacts or has the opportunity to interact continuously with co-workers without disabilities and has an opportunity for advancement and job mobility.
6. “Disability” is defined as a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or regarded as having an impairment.
7. A “14(c) Certificate Holder” is any employer which has been authorized under Section 14(c) of the Fair Labor Standards Act, after receiving a certificate from the Wage and Hour Division, to

pay Subminimum wages - wages less than the Federal minimum wage - to workers who have disabilities for the work being performed.

8. “Transition Readiness Toolkit (TRT)” is a resource designed to determine students’ baseline knowledge of each of the Pre-ETS received and measure students’ skill gain through pre and post surveys.
9. “Transition Planning Tool (TPT)” is a 45-item survey within the TRT that provides a quick and efficient way to identify a student’s key areas of need across nine transition domains. It generates individual scores for each area, giving schools clear, actionable data to help plan and prioritize transition services. It encourages data-informed service delivery and measurable outcomes.

Pre-ETS Scope of Work Plan

High School:	
Pre-ETS Services	Planned Activities
Job Exploration Counseling	
Work-Based Learning Experiences	
Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs	
Workplace Readiness Training	
Instruction in Self-Advocacy	
Method to document Pre-ETS for students’ permanent school records	

ATTACHMENT B

PRE-ETS GUIDE: DEFINITIONS, EXAMPLES, ALLOWABLE EXPENSES

Following are examples of Pre-ETS activities in the five “required” categories and how they may be provided to individual students with disabilities who are enrolled in high school (ages 14-21) in either a group or an individualized setting.

Please note: this list is not all-inclusive.

- 1. Job Exploration Counseling** may be provided in a classroom or community setting and include information regarding in-demand industry sectors and occupations, as well as non-traditional employment, labor market composition, administration of vocational interest inventories, and identification of career pathways of interest to the students. Job exploration counseling provided on an individual basis might be provided in school or the community and include discussion of the student’s vocational interest inventory results, in-demand occupations, career pathways, and local labor market information that applies to those particular interests.
 - Help students complete interest inventories and explore careers using various paper and online resources.
 - Provide opportunities for work on career exploration tools such as the Montana Career Information System (MCIS) (<https://mtcis.intocareers.org/>), the Personal Employment Plan (PEP Talk) (https://lmi.mt.gov/_docs/Publications/Career-Pubs/For%20Job%20Seekers/PEP-Talk.pdf) and the Montana Department of Labor & Industry Career Resources website (www.careers.mt.gov).
 - Assist students to explore O*NET OnLine (<https://www.onetonline.org/>), a tool for career exploration and job analysis.
 - Provide opportunities to explore Transition-to-Work inventories and facilitate follow-up discussions afterward.
 - Offer a high school course on career choices.
 - Provide experience interviewing workers in the community during local business tours.
 - Arrange for students to hear guest speakers talking about a variety of jobs and careers (online and/or in person).
 - Coordinate a panel of entrepreneurs to speak to students.
 - Coordinate a panel of Tribal Elders or an intergenerational panel on Employment and Native Trades.
 - Provide a career fair or “real life fair” for high school students.
 - Create virtual job shadows that students can watch online.
 - Explore pre-apprenticeship programs.
 - Share information about the differences between labor market employment and negotiated employment.
 - Teach a class on financial literacy, addressing questions such as: Can I work if I am receiving SSI? What would I want to spend money on from my first job? How much money do I need to earn?
 - Contract with a non-school employee to conduct a class on career exploration.
 - Arrange for a group of students or an individual student to visit various community businesses to learn about different jobs in their community.

- Pay guest speakers to organize and conduct several classes on self-employment as a career choice.
- Purchase curriculum or software that supports the exploration of students' interests, aptitudes, and abilities around careers and employment.
- Purchase materials needed to support student activities around job exploration counseling.

2. Work-Based Learning Experiences which may include in-school or after-school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible. Work-based learning experiences in a group setting may include coordinating a school-based program of job training and informational interviews to research employers, work-site tours to learn about necessary job skills, job shadowing, or mentoring opportunities in the community. Work-based learning experiences on an individual basis could include work experiences to explore the student's area of interest through paid and unpaid internships, apprenticeships (not including pre-apprenticeships and Registered Apprenticeships), short-term employment, fellowships, or on-the-job trainings located in the community. These services are those that would be most beneficial to an individual in the early stages of employment exploration during the transition process from school to post-school activities, including employment.

Note: Should a student need more individualized services (e.g., job coaching, orientation and mobility training, travel expenses, uniforms or assistive technology), he or she would need to apply and be determined eligible for vocational rehabilitation services and develop and have an approved individualized plan for employment.

- Coordinate with local Job Service personnel to provide in-school sessions and/or visits to the local Job Service office.
- Build a network of local community-based work experiences, including opportunities for one-day job shadows and longer term work experiences.
- Facilitate job shadowing and mentoring at local businesses.
- Identify individuals who have disabilities and can offer first-hand accounts to share with students about their work-based experiences.
- Make arrangements for students to take advantage of work-based learning experiences.
- Organize a group of community members (including parents) who can help identify and recruit work experience sites in the community.
- Provide school staff to facilitate work-based learning experiences for students.
- Develop a system for gathering information about student skills, support needs, strengths and experiences from each work experience.
- Connect students with adult agencies that provide ongoing employment supports after graduation.
- Consider adult agencies and the school co-supporting youth in work experiences and paid jobs before graduation.
- Learn about what is happening with economic development in the local community.
- Partner with One-Stop Centers and Job Service offices on work-based learning opportunities.
- Enroll students in Jobs for Montana's Graduates.
- Help students access summer Youth Employment Programs through Workforce/HRDCs.
- Connect with other local agencies, organizations and service clubs committed to preparing workforce members, such as Chambers of Commerce, Rotary, Lions Clubs, etc.

- Explore corporate internship opportunities.
- Implement the EnvisionIT (EIT) curriculum. EIT is 21st century, standards-aligned, online curriculum for grades 8-12 that teaches English and Languages Arts, Information Technology Literacy, College & Career Readiness, and Financial Literacy. The curriculum can be accessed at: <https://nisonger.osu.edu/research/envision-it/>
- Contract with an employment agency to develop and support community-based work experience sites, internships, apprenticeships for students, and/or paid jobs.
- Expand current school staff to add a position to provide support for students in work-based learning.
- Fund training for school staff around work-based learning, Discovery, and systematic instruction, included paying their wages if done on their time off.
- Arrange for students to participate in community-based experiences.
- Cover additional costs incurred by the employer for providing the work-based learning experience.
- Pay student wages during an employment experience (must be at least minimum wage).
- Fund the creation of a summer work experience program or contract with an employment provider to provide work experiences for students over the summer.

3. Counseling on Opportunities for Enrollment in Post-Secondary Education in a group setting may include information on course offerings, career options, the types of academic and occupational training needed to succeed in the workplace, and post-secondary opportunities associated with career fields or pathways. This information may also be provided on an individual basis and may include advising students and parents or representatives on academic curricula, college application and admissions processes, completing the Free Application for Federal Student Aid (FAFSA), and resources that may be used to support individual student success in education and training, which could include disability support services.

- Support students in compiling a transition binder with relevant agency/organization contact information (for example, Vocational Rehabilitation and college support services).
- Provide opportunities to participate in “College in a Day” at local college campuses.
- Support students to participate in the “Movin’ On in Montana” campus experience.
- Invite recent graduates back to school to talk about their experiences transitioning to college and the differences between high school and college.
- Collect examples of college application paperwork and discuss needed requirements with students.
- Learn about accommodations for college entrance testing and SAT and ACT test preparation.
- Collaborate with the school counselor to provide opportunities to discuss post-secondary education options and visit local post-secondary education campuses.
- Invite the local Vocational Rehabilitation and Blind Services (VRBS) counselor to present information to students about the VRBS program.
- Offer a “Trades Rodeo” for students to learn more about practical trades, including opportunities for apprenticeships and ways of learning on the job in a trade or industry.
- Collaborate with math teachers and/or college staff to offer specific lessons on financial planning and budgeting for college and how to research financial aid opportunities such as Pell grants, ABLE (Achieving a Better Life Experience) accounts, and PASS (Plan to Achieve Self-Support) plans.
- Educate students on the differences between special education services in high school and disabled student services on campus.

- Help students learn about various supports and assistive technology used by students with disabilities at college, such as where and how to get alternative formats of textbooks.
- Provide students with resources to learn about TRIO Student Support Services, TRIO-Upward Bound, and Disability Services for Students.
- Explore statewide Job Corps options.
- Plan a visit with students to a local Job Corps campus.
- Explore electronic mentoring between high school students and college students with disabilities.
- Explore dual enrollment options at local colleges for high school and college credit.
- Support students to visit college and/or post-secondary education entities or participate in a “Movin’ On in Montana” session.
- Fund personnel to co-teach a dual enrollment (high school-college) class.
- Fund peer mentors (college students or graduates with disabilities) to share their experience identifying their own support needs, requesting accommodations, using Disability Student Services on college campuses and other post-secondary education opportunities.
- Hire someone to create and teach a get-ready-for-college class.
- Hire someone to train teachers and students about technology that is useful in college settings.

4. Workplace Readiness may include programming to develop social skills and independent living, such as communication and interpersonal skills; financial literacy; orientation and mobility skills; job-seeking skills; and understanding employer expectations for punctuality and performance, along with other “soft” skills necessary for employment. These services may include instruction, as well as opportunities to acquire and apply knowledge. They may be provided in a generalized manner in a classroom setting or be tailored to an individual’s needs in a training program provided in an educational or community setting.

- Offer soft skills training to facilitate awareness of social skills and personal strengths and challenges in the workplace.
- Explore existing soft skills training. For example: through local Job Service offices; Centers for Independent Living; and the Office of Disability Employment Policy’s (ODEP) “Skills to Pay the Bills” curriculum <https://www.dol.gov/agencies/odep/program-areas/individuals/youth/transition/soft-skills>.
- Assist students with workplace readiness training using transition curriculum from Life Centered Education <https://www.cec.sped.org/Publications/LCE-Transition-Curriculum> or Pathful <https://pathful.com/explore>.
- Teach students strategies to promote independence at work such as time management, moving from task to task, and self-monitoring production and performance.
- Support students to explore job-specific and disability-specific assistive technology, as well as how to pay for the assistive technology.
- Teach students to use assistive technology that will enable them to be independent at work.
- Teach workplace vocabulary and support students to develop competent communication for the workplace. Develop strategies for augmentative and alternative communication if needed.
- Have students participate in financial readiness classes through local banks.
- Offer financial literacy instruction addressing such topics as getting a paycheck, calculating the impact of wages on SSI, reporting wages to the Social Security Administration, applicable Social Security work incentives, saving, and budgeting.
- Provide and discuss examples of job descriptions, compensation and taxes, workplace expectations, and evaluation/performance appraisal documentation.
- Provide opportunities to practice form completion and the gathering of required documentation

/verification (for example, background check applications, health information and insurance paperwork, picture identification cards, and W-9 tax forms).

- Provide opportunities for students to take the WorkKeys evaluations at registered sites either in school or at local Job Service offices.
- Teach workplace expectations such as work hours and breaks, vacation time, annual holidays, personal hygiene, maintenance of uniforms, health and safety requirements, etc.
- Offer opportunities for students to learn basic first aid for the workplace.
- Partner with the Regional Transition Committee and/or the local Center for Independent Living for ideas around workplace readiness.
- Provide “transportation and travel” training. Determine if travel trainers are available through Vocational Rehabilitation and Blind Services or the local Center for Independent Living.
- Connect students with the Summit Independent Living Center-BASE Program improvisation class.
- Connect with other schools that have Pre-Employment Transition Services ideas and information to share.
- Invite employers to present to students about what skills they are looking for in employees.
- Host practice interview sessions. Check with the local Adult Basic and Literacy Education program and/or Job Service to see if they can assist with this.
- Create opportunities to teach students customer service skills. Examples of such opportunities include a school store, concessions at school events, and school-run businesses such as the Harlo Theatre featured in the show “Backroads of Montana” (episode #134) <https://watch.montanapbs.org/show/backroads-montana/>.
- Create a job club/class to practice job skills.
- Explore resources such as the Workforce Recruitment Program by visiting the ODEP website at <http://www.dol.gov/odep/>.
- Explore the “Working Well with a Disability” curriculum with the local Center for Independent Living and/or the Rural Institute for Inclusive Communities. What aspects of this curriculum would fit for youth?
- Hire someone to teach self-management strategies for students using technology.
- Contract with an employment agency, Independent Living Center or Job Service to create a Transition Class.
- Contract with an Independent Living Center or SSA Benefits Specialist to teach a class about work and Social Security benefits.
- Support students to attend a community-based financial literacy class (at a job service, local bank or credit union).

5. Instruction in Self- Advocacy In a group setting may include generalized classroom lessons in which students learn about their rights, responsibilities, and how to request accommodations or services and supports needed during the transition from secondary to postsecondary education and employment. During these lessons, students may share their thoughts, concerns, and needs, in order to prepare them for peer mentoring opportunities with individuals working in their area(s) of interest. Further individualized opportunities may be arranged for students to conduct informational interviews or mentor with educational staff such as principals, nurses, teachers, or office staff; or they may mentor with individuals employed by or volunteering for employers, boards, associations, or organizations in integrated community settings. Students may also participate in youth leadership activities offered in educational or community settings.

- Compile a library of relevant transition assessments/evaluations which focus on self-advocacy in order to support individualized education planning for activities within the Transition Services Needed section of the IEP. These may be online or paper resources.
- Encourage students to participate in the Montana Youth Leadership Forum (MYLF).
- Support students in setting one or two relevant personal self-advocacy goals for the school year (for example, keeping a calendar, making medical appointments, and participating in required transition evaluations for moving from pediatric to adult health and/or mental health services).
- Teach specific workplace self-advocacy skills, including how to complete time cards, request leave for vacation or medical appointments, and report workplace harassment.
- Provide opportunities for students to practice discussing their individual strengths and challenges, as well as how their individual special educational needs might impact their work performance and how they can manage such impacts.
- Use the application to attend the annual MYTransitions Conference (or any such conference or activity) as a teaching exercise in self-advocacy (learning how to complete applications for scholarships and grants, arranging travel and lodging arrangements, etc.).
- Support students to participate in the youth track at the annual MYTransitions Conference.
- Engage graduated students to speak to students about their recent life experiences in self-advocacy.
- Provide opportunities for students to plan and attend visits and/or meetings with local Vocational Rehabilitation and Blind Services (VRBS) counselors and/or college-based staff to research opportunities for post-secondary employment and education.
- Teach a class about identifying support needs and asking for accommodations at college.
- Teach a class on disability disclosure using resources from the Office of Disability Employment Policy <https://www.dol.gov/agencies/odep/program-areas/individuals/youth/development-leadership>
- Teach a class about negotiating a customized position instead of applying for an existing position, including how to explain what the student needs in a workplace to best contribute to the employer.
- Teach students to create and use visual resumes to share their “best self”, disclose disability, explain assistive technology needs, and ask for accommodations.
- Provide opportunities for students to network with adults to learn about their experiences and what helped them succeed.
- Review “Living Well in the Community” and “Working Well with a Disability” (<https://healthycommunityliving.com/hcl/>). Could portions be used with students in schools?
- Support students to develop a portfolio or file of important papers for after graduation. Contents might include Social Security card, birth certificate, employment information, references, resume, etc.
- Offer students and parents information on Supported Decision Making and alternatives to guardianship.
- Teach students about voting and other civic duties and privileges.
- Encourage and support students to lead their own IEP meetings. Identify existing resources to teach students to lead their meetings or create visual resources to help students envision this possibility.
- Organize a school-wide Americans with Disabilities Act training.
- Organize a school-wide Disability History Day.
- Teach individuals with communication difficulties to find and use their voice.
- Connect students with the local Centers for Independent Living (CIL). Ask about their advocacy/self-advocacy curricula (for example, Summit’s “Building Advocacy and Learning

Leadership Skills" or BALLS, and "Youth Opening Doors through Advocacy" or YODA; Disability History classes; etc.).

- Explore the Job Accommodation Network website (<https://askjan.org/>) to learn about successful accommodations used in the workplace by people with disabilities.
- Introduce students to the Montana Council on Developmental Disabilities Self-Determination Toolkit at <https://www.mtcdd.org/self-determination-toolkit>.
- Support students to participate in MYLF, mini-MYLF programs and/or the MYTransitions Conference.
- Contract with an Independent Living Center to teach a class about self-advocacy, disability rights and responsibilities, disability disclosure, and requesting accommodations.
- Expand a current school staff position to teach and support students in classes that teach self-advocacy skills.

ATTACHMENT C

Pre-ETS QUARTERLY REPORT

School District:	Calendar Year:	
School Name:	<input type="checkbox"/> Oct – Dec	Due by Jan. 15th
	<input type="checkbox"/> January – March	Due by April 15th
	<input type="checkbox"/> April – June	Due by June 15th
	<input type="checkbox"/> July – September	Due by October 15th

Describe the Pre-Employment Transition Services that were provided this quarter. Please include specific activities, dates and outcomes for all services that students received.

1. Job Exploration Counseling	
2. Work-Based Learning Experiences	
3. Counseling on Transition or Postsecondary Education	
4. Workplace Readiness Training	
5. Instruction in Self-Advocacy	

1. What successful strategies or resources have you found useful in delivering Pre-ETS services?

Examples: hands-on activities, employer partnerships, virtual tools, peer mentoring, career exploration events, worksite tours, employer presentations

2. What challenges, if any, are you experiencing in providing Pre-ETS? Examples: scheduling

conflicts, parental involvement, transportation barriers, limited community resources/businesses

3. Are there any areas where you feel the Pre-ETS Specialist could provide additional support?

Please describe:

4. Meeting Request *Check if you would like to schedule a meeting with the Pre-ETS Specialist*

Preferred timeframe:

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

Authorized Staff Signature

Date

Phone Number

ATTACHMENT D**INVOICE**

Invoice Service Dates: Calendar Year _____			
<input type="checkbox"/> Jan-Mar	<input type="checkbox"/> Apr-Jun	<input type="checkbox"/> Jul-Sept	<input type="checkbox"/> Oct-Dec
Contractor Name/School District:			
Contractor/School District Address and County:			

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

Please attach the quarterly Pre-ETS report to this invoice before submitting to local Vocational Rehabilitation & Blind Services Office for payment.

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

Signature of Contractor's Authorizing Official

Date

Printed Name and Title**Departmental Approval:**

Signature(s)-Local VRBS Representative	Approved Amount	Date

ATTACHMENT E

STUDENT REQUEST FORM AMENDMENT XXXXX

Student Name: _____

Student's Date of Birth: _____

Address: _____

Student's Phone Number: _____

City, State, Zip: _____

Parent's Phone Number: _____

Social Security Number: _____ Student ID Number: _____

(Social Security Number is required for federal funding and reporting purposes.)

Preferred Email Address: _____

Student's Race: American Indian Asian Black Native Hawaiian White

Student's Ethnicity: Hispanic or Latino Not Hispanic or Latino

Foster Care Youth: Yes No

Student's Disability Status: 504 Accommodation IEP Has a Disability (No 504 or IEP)

Primary Disability: _____

School Name: _____ Grade Level: _____ Expected Graduation Year: _____

Pre-Employment Transition Services (Pre-ETS) Requested

See Definitions and Check all that apply

<input type="checkbox"/> 1. Job Exploration Counseling	<input type="checkbox"/> 4. Workplace readiness training
<input type="checkbox"/> 2. Work Based Learning	<input type="checkbox"/> 5. Instruction in self-advocacy
<input type="checkbox"/> 3. Counseling on transition or postsecondary educational programs	

By signing this form, I am requesting Pre-Employment Transition Services. This form will remain in effect until I no longer meet the definition of a student with a disability, no longer need Pre-Employment Transition Services or no longer wish to participate. I realize that Pre-Employment Transition services will end when I am no longer in an education program or turn 22. If I ever need information, advocacy or help appealing a VRBS decision, I know that I can contact the Client Assistance Program (CAP). I understand that if I wish to apply for vocational rehabilitation services, I may do so at any time. I grant permission for Vocational Rehabilitation and Blind Services (VRBS) to exchange information with my school and service providers. I understand that VRBS requests my Social Security Number for federal reporting purposes. All information will be kept in the strictest confidence and used solely for program purposes. Information that I have provided is to the best of my knowledge true, correct and complete.

Signature of Student

Date

Signature of Student's Parent or Legal Guardian
(if student is under 18)

Date

Student with a Disability Verification for Pre-Employment Transition Services

Student Name: _____

Definition of a Student with a Disability:

A student with a disability is an individual with a disability in a secondary, postsecondary, or other recognized education program who is not younger than 14 and not older than 21. The student is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or is an individual with a disability, for purposes of section 504; or is an individual with a disability who is not receiving a 504 accommodation or services under an Individualized Education Program (IEP).

If this request form is being completed by school personnel, please verify the following:

By signing this form, I verify that this individual meets the definition of a student with a disability and there is available documentation supporting that the student is:

- A student with a disability for the purposes of section 504; or
- A student with a disability and is receiving transition services under an Individualized Education Program (IEP); or
- A student with a documented disability who is not receiving a 504 accommodation or services under an Individualized Education Program (IEP).

If this request form is being completed by non-school personnel, one of the following supporting documents must be included with the submitted request form:

Copy of Individualized Education Program (IEP) or 504 Accommodation

School records/statement from school personnel

Proof of receipt of SSI/SSDI benefits based on individual's own disability

Medical or psychological documentation signed by a licensed professional

Please submit this completed form and supporting documentation (if applicable) to your local VRBS Office or Pre-ETS Specialist. The form will be signed and returned to verify approval.

VRBS Office Use Only:

Required verification has been reviewed and individual is confirmed to be a student with a disability

The student has reviewed information about the available Pre-ETS and requested specific services.

VRBS is in agreement that the requested Pre-Employment Transition Services are appropriate and necessary for the student to prepare for life after high school.

Pre-ETS Specialist Signature: _____ Date: _____

Pre-Employment Transition Services Definitions

- 1. Job Exploration Counseling** - Job Exploration Counseling is meant to provide students with a variety of opportunities to gain information about careers, the skills needed for different jobs and to uncover personal career interests. If provided as pre-employment transition services, job exploration counseling may be provided in a group setting or on an individual basis, and may include information regarding in-demand industry sectors and occupations, as well as non-traditional employment, labor market composition and vocational interest inventories to assist with the identification of career pathways of interest to the students
- 2. Work based learning** - Work Based Learning (WBL) is an educational approach or instructional method that uses community workplaces to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. WBL may include in-school or after-school opportunities, experiences outside the traditional school setting, and/or internships. When paid WBL experiences are provided, the wages are to be paid at no less than minimum wage.
- 3. Counseling on opportunities for enrollment in comprehensive transition or post-secondary education programs at institutions of higher education** - information and guidance on a variety of post-secondary education and training opportunities. These services may include information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with a career field or pathways. It may also include advising students and family members on academic curricula, college application and admissions processes, completing the Free Application for Federal Student Aid (FAFSA), and resources that may be used to support individual student success in education and training, to include disability support services.
- 4. Workplace readiness training to develop social skills and independent living** - Workplace readiness traits describe a number of skills that employers expect from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job, such as how to interact with supervisors and co-workers and the importance of timeliness. These skills are sometimes called soft skills, employability skills, or job preparation skills. These skills help students learn and build an understanding of how we are perceived by others.
- 5. Self-advocacy skills** – includes an individual's ability to effectively communicate, convey, negotiate or assert his/her own interests and/or desires; develop self-determination; enable students to advocate for any support services, including auxiliary aids, services, and accommodations that may be necessary for training or employment.
 - Knowledge of self
 - Knowledge of rights and responsibilities
 - Communication skills
 - Leadership skills

YOUR APPEAL RIGHTS

Decisions made by Vocational Rehabilitation may be appealed. The Client Assistance Program (CAP) at Disability Rights Montana can provide you with information, advocacy, and help appealing a decision.

Client Assistance Program
1022 Chestnut Street
Helena, MT 59601
Toll Free 1-800-245-4743 (Voice/TTY)
(406) 449-2344 (Voice/TTY)
Fax (406) 449-2418
advocate@disabilityrightsmt.org

You may request "conciliation" (a review of the decision and discussion with a supervisor). For this, please contact Tammy Hogan, Pre-ETS Bureau Chief, at (406) 454-6069 or dial toll free 1 (877) 296-1197.

If you are dissatisfied with an agency decision you may appeal the decision in writing to: The Department of Public Health and Human Services (DPHHS) Hearing Officer, PO Box 202953, Helena, Montana 59620, or telephone, 406-444-2470 (Voice/TTY) within 45-days of the date you are notified of the decision. The Hearing Officer will guide you and your representative through 1) an Administrative Review and/or 2) a Fair Hearing.

After appealing the decision, you may also request "mediation services" provided by an independent, impartial mediator. A mediation request may be made either to the Hearings Officer or to Tammy Hogan, Pre-ETS Bureau Chief at VRBS 201 1st St. S., Ste 2 Great Falls, MT. You may also call (406) 454-6069 or dial toll free 1 (877) 296-1197.

Instructions

Student Request Form for Pre-Employment Transition Services

1. The Student Request Form is required for each student with a disability who will be receiving Pre-Employment Transition Services (Pre-ETS). The Student Request Form must be completed and submitted to VRBS prior to or during the quarter that the Pre-Employment Transition Services are being provided
2. The Social Security Number is required for federal reporting purposes. All information will be kept in the strictest confidence.
3. The student will review the Pre-ETS definitions and check all of the services that he or she is requesting. The school staff will indicate if any of the services checked by the student are either already available or being provided by the school under IDEA and included on the students IEP. The student may request all of the services, but there is no requirement for the school to provide a specific service or all five of the Pre-Employment Transition Services. If the student needs a service that the school does not provide, VRBS will work with the student to ensure they receive it through direct provision, counselor purchase or comparable benefits.
4. If a student does not request a specific Pre-ETS Service, the quarterly report and billing invoice cannot include the service that was not requested.
5. The form requires a student signature, or a parent signature if the student is under 18.
6. School staff can sign the form verifying that the student meets the definition of a student with a disability. No further documentation needs to be sent with the form. VRBS staff may request to view the school's documentation supporting that the student has a disability.
7. If the form is not signed by school personnel, supporting documentation will need to be submitted with the Student Request Form.
8. The completed Student Request Form will be sent to the local VRBS Office through secure means such as mail, fax or the State of MT file transfer service. Office addresses and Fax numbers are available on the VRBS website.
9. The Student Request Form will be reviewed and signed by a Pre-ETS Specialist/VRBS staff to verify that the individual is a student with a disability and VRBS in agreement with the requested Pre-Employment Transition Services.

ATTACHMENT F

RATE SCHEDULE

In Montana, schools are classified into Classes AA, A, B, and C based on the number of students enrolled in the school. The service fees outlined below are based on the class of the school. The smaller schools are provided higher fees based on lower number of available students for the program, higher expenses, and higher costs to access resources.

Each student can receive up to 5 services every quarter depending on which services they requested on their Student Request Form. A student can be involved in multiple activities for a service, but the specific Pre-ETS service can only be billed once each quarter. The quarterly report will document the specific Pre-Employment Transition Services received by each student during the quarter. The maximum amount that a high school can submit a quarterly report and invoice for each quarter is **\$18,000**.

The rates listed below and on the State website at dphhs.mt.gov/detd were established in accordance with the federal cost principles outlined in 2 CFR Part 200, as well as applicable agency policies and rate-setting methodologies. These rates reflect reasonable and consistent determinations based on the allowable costs specified on page 17 of the contract.

School staff will use the Transition Planning Tool (TPT) pre- and post-surveys to evaluate the effectiveness of Pre-Employment Transition Services (Pre-ETS) provided under this contract for students with disabilities. The TPT is a component of the Transition Readiness Toolkit (TRT). Each student listed on the Billing Invoice and Quarterly Report must complete both a pre-survey and post-survey within the school year in order to be eligible for Pre-ETS funding.

Pre-surveys must be administered by December 31, 2025. Students who do not complete the pre-survey by this date will not be eligible for funding for that quarter (Oct-Dec), though they may complete the survey in the subsequent quarter (January–March).

Post-surveys must be administered before the end of the school year (by June 30, 2026). Students who do not complete the post-survey by this date will not be eligible for funding for that quarter (April-June).

Services in a Class AA School

Quarterly Rate for each service per student \$51.50 per service

Services in a Class A School

Quarterly Rate for each service per student \$77.25 per service

Services in a Class B School

Quarterly Rate for each service per student \$103 per service

Services in a Class C School

Quarterly Rate for each service per student \$128.75 per service

ATTACHMENT G

UNALLOWABLE COSTS

Establishment Costs are Unallowable

Construction and costs for the Contractor to establish a business have been identified as not being allowable expenses for this federally funded contract. The services provided through this contract do not meet the requirements for an establishment authority under 34 C.F.R. § 361.49(a)(1). These costs may not be charged as either a direct charge or as part of indirect recovery using federal funding. There is also a prohibition against sub-granting and subcontracting.

Statement

The Office of Management and Budget (OMB) **2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** provides principles for determining allowable costs on sponsored agreements. It

identifies, in part, specific costs that may not be charged using federal funding.

Purpose

The purpose of this document is to identify costs that cannot be charged to federal programs per federal regulations. Except where otherwise authorized by statute, costs must meet certain general criteria in order to be allowable under Federal awards. For a cost to be allowable, it must also be reasonable/necessary and allocable. See basic considerations under 2 CFR 200.403-408 and 2 CFR 200.412 for more information on factors affecting allowability of costs.

Costs that are Typically Unallowable

The following costs have been identified in Uniform Guidance 2 CFR 200 as generally not being an allowable expense to federally funded programs as either a direct charge or as part of the F&A (indirect) recovery. This list is not all inclusive as there are many other unallowable costs that are not cited. (This list also contains costs that may be conditionally allowable under special circumstances.)

- Advertising, except for help wanted and other advertisements for services necessary to carry out the award [2 CFR 200.421].
- Alcoholic Beverages [2 CFR 200.423]
- Bad Debts [2 CFR 200.426]
- Contingency Reserves [2 CFR 200.433]
- Donations and Contributions [2 CFR 200.434]
- Entertainment Costs [2 CFR 200.438]
- Equipment and Other Capital Expenditures [2 CFR 200.439]

- Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- Excessive Employee Recruitment Costs [2 CFR 200.463]
- Fines, Penalties, Damages and Other Settlements [2 CFR 200.441]
- Fund Raising and Investment Costs [2 CFR 200.442]
- Goods or Services for Personal Use [2 CFR 200.445]
- Lobbying Costs [2 CFR 200.450]
- Memberships in Civic or Community Organizations or in Social or Dining Clubs [2 CFR 200.454]
- Promotional items and memorabilia, including models, gifts and souvenirs [2 CFR 200.421]
- Rental costs of real property and equipment are generally allowable under 2 CFR 200.465, except for:
 - The rental of any property owned by any individuals or entities affiliated with the non-Federal entity (ie related party transactions or other “non arms-length transactions), to include commercial or residential real estate, for purposes such as the home office workspace is unallowable.
- Selling and marketing costs [2 CFR 200.467]
 - Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421 Advertising and public relations.) are unallowable, except as direct costs, with prior approval by the Federal awarding agency when necessary for the performance of the Federal award.

ATTACHMENT H

FEDERAL AND STATE LAW REQUIREMENTS

Rev. 4/29/2022

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, et seq.), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions to recruit, hire, promote, and retain protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the “Lincoln Law”), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland “Anti-Kickback” Act. Contractor agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland “Anti-Kickback” Act makes it

unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by Federal and State audit agencies.
14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Work Place. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.
All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR

170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

(1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.

(2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:
DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hssffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received:

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

(2) \$30,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

i. Subawards, and

- ii. The total compensation of the five most highly compensated executives of any subrecipient.
- 18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.
- 19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities as defined for purposes of the acts.
- 20. Patient Protection and Affordable Care Act – P.L. 111-148
- 21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
- 22. Use of United States Flag Vessels. Contactor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
- 23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
- 24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from www.sam.gov telephone (currently 866-606-8220) or the internet (currently at www.sam.gov).
- 25. Procurement of Recovered Materials. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 26. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable

contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.

27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
33. Environmental Protection.
 - (a) Contractor agrees that its performance under this Contract shall comply with:
 - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);

- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
- (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

(b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:

- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the

provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

INSURANCE REQUIREMENTS

I. General Insurance Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connections with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by Contractor.

II. Primary Insurance

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

III. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as a certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor's must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

IV. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability:

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right do subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver or subrogation, but this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

Specific Requirements for Automobile Liability:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

ATTACHMENT J

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

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

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

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

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

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

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

ASSURANCES

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

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729

3733(the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.

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

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq.), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees.

- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

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

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

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

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

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

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

FEDERAL RESOURCES

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

1. [HIPAA Home | HHS.gov](https://www.hhs.gov/ocr/privacy/hipaa/under-the-law/)

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

2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention

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

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

<https://medicaidprovider.mt.gov/>

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

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

PROVIDER ASSOCIATIONS

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

CONSULTANT RESOURCES

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

ASSURANCES NON-CONSTRUCTION OMB 424

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

CONTRACTOR

BY: _____

Authorized Signer

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

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

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

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

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

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