

CONTRACT NUMBER: 12-331-74601-0

BETWEEN

MONTANA STATE DEPARTMENT OF  
PUBLIC HEALTH AND HUMAN SERVICES  
ADDICTIVE & MENTAL HEALTH DISORDERS DIVISION (AMDD)

AND

CENTRAL SERVICE AREA AUTHORITY

FOR

Mental Health Services Planning

EFFECTIVE: July 1, 2017 through June 30, 2019

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

**CONTRACT NUMBER: 12-331-74061-0**

**SECTION 1. PARTIES**

THIS CONTRACT, is entered into between the Department of Public Health and Human Services, **Addictive and Mental Disorders Division** (herein after referred to as the "Department"), State of Montana ("State"), whose physical and mailing address are 100 N. Park, Suite 300, P.O. Box 202905, Helena, Montana 59620, 406-444-3964, and the **Central Service Area Authority** (hereinafter referred to as the (Contractor") and **Western Montana Community Mental Health Center** as their fiscal agent (hereinafter referred to as the ("Fiscal Agent"), whose federal ID number is 81-0307814 and whose, mailing address, and phone number are 3255 Lt. Moss Road, Missoula, MT 59804-7928, and (406) 532-8400.

**THE PARTIES AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this contract is to provide continued support and development of the Central Service Area Authority (CSAA) for meaningful participation of consumers, families, advocates, providers, interested citizens, and county and local governments in the planning and oversight of mental health services. The Contractor will act as primary contact for the CSAA Task Force and Congress for the purpose of this Contract.

**SECTION 3. TERM OF CONTRACT**

- A. The term of this Contract for the purpose of delivery of services is from July 1, 2017, through June 30, 2019, unless terminated in accordance with the provisions of this contract. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the Department. This Contract, including any renewals, may not exceed a total of seven years.
- B. The completion date of performance for purposes of issuance of final payment for services under this Contract is the date upon which:
  - 1. The Contractor is required to perform nothing further and has no additional corrective actions to complete; and
  - 2. All final reports required under this Contract are appropriately submitted and are satisfactory.
- C. After completion or termination of 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.

- D. The term of this Contract is subject to termination under Section 21 if at any time during the term of this Contract the Department determines 1) that, in accordance with 18-4-313, Montana Code Annotated (MCA), the monies to fund this Contract are no longer available as a whole or in part through federal or state appropriation or authorization; or 2) the Contractor is failing as determined by the Department to meet any of the performance, fiscal and reporting requirements under this Contract.

#### **SECTION 4. SERVICES TO BE PROVIDED**

- A. The Contractor will collaborate with the Department in the planning and oversight of the adult public mental health system. The Contractor will identify system needs and issues central to the public mental health system in their service area and will collaborate with the Department planning activities to address identified needs within the catchment area. As provided in the Service Area Authority (SAA) by-laws, activities will be reviewed and approved by the SAA Congress.
- B. The Contractor will convene the SAA Board meetings a **minimum of 6 times** per year in an ADA accessible location. The Contractor agrees to post meeting agendas on the SAA website, send notices of upcoming meeting agendas to all interested stakeholders, including all SAA service area Local Advisory Councils (LACs), at least one week prior to a SAA Board meeting. The purpose of these meetings is to educate a broad base of stakeholders on the SAA, engage stakeholders and the LAC in the planning process for service area development, and assess and discuss community needs and concerns. The Contractor will provide copies of the SAA meeting minutes report on the form provided, to the Department and the LACs, and post the minutes report on the SAA website within 30 days of each meeting. The meeting minutes report must include all reports received from the LACs in their service area.
1. Standing agenda items must include at a minimum:
    - a. Introductions, to include disclosure of any conflicts of interest by Board members;
    - b. Public and/or consumer comments;
    - c. LAC Reports;
    - d. Department report;
    - e. Outcomes and recommendations derived from this Board meeting; and
    - f. **MHOAC Report.**
  2. The Contractor agrees to provide teleconference capability for at least 25 people free of charge at all Board meetings.

- C. The Contractor agrees to collaborate and participate in an annual combined SAA Congress with the three SAAs. The Contractor agrees to rotate Congress responsibilities and share costs of each Congress. The purpose of the combined SAA Congress is to formulate a vision and strategy for the SAAs in addressing the respective LAC concerns described in Section 3N in their service area, take an appraisal of the committee work completed on specific gaps in services, and review the ways in which they are being addressed. The Contractor agrees to send notices of the upcoming congress to all interested stakeholders, including all LACs in the SAA service area, and post the notice to their website at least one week prior to the SAA Congress.
- D. The Contractor agrees to reimburse participants, in accordance with the current state travel policy, for approved travel and expenses related to participation in SAA activities. The current state travel policy can be found at <https://sfsd.mt.gov/SAB/EmployeeTravel>.
- E. The Contractor agrees to provide an itemized expenditure report to the Department by the 20<sup>th</sup> working day of the month after each quarter of this contract ending September, December, March and June or at the request of the Department's liaison.
- F. The Contractor agrees to conduct outreach and recruitment activities and ensure that the SAA Board meets the minimum requirements established by 53-21-1006 MCA.
- G. The Contractor agrees to construct partnerships that include the Department and AMDD specifically, consumers and family members, Montana National Alliance on Mentally Ill (NAMI) advocates, providers, Mental Health Oversight Advisory Council (MHOAC), and other stakeholders.
- H. The Contractor agrees to develop and maintain/update a strategic plan for the SAA that addresses the vision and purpose of the SAA. The plan must be consistent with principles identified within the President's New Freedom Commission and SAMHSA's components of recovery. A draft of this plan must be submitted to the Department by October 31<sup>st</sup> of each year.
- I. The Contractor agrees to provide a year-end report of the Contractor's activities, accomplishments, and recommendations. The report must be submitted to the Department no later than August 1st for the previous Contract year.
- J. The Contractor understands that the SAA, or any agency acting on behalf of the SAA, is prohibited from using funding from this Contract for lobbying activities.
- K. Any conflict of interest, including any professional or financial relationship with a provider organization, must be disclosed by SAA Board members to the Department liaison and to current board members.

- L. The Contractor agrees to fund at reasonable cost the fiduciary agent who will work in conjunction with the SAA Board treasurer to carry out the following duties of the SAA:
  - 1. Provide a monthly financial report to the SAA Board at least one week prior to the board meeting; and
  - 2. Pay any and all outstanding bills incurred and proceeds of funds requests within 14 days or as designated within funding request.
- M. The Contractor agrees to fund and maintain a SAA website in order to provide community awareness, education, and resources regarding mental health.
- N. The Contractor agrees the following criteria will be used when paying LACs or other entities with Department funding. Grantees shall be required to provide an outcome report (please refer to Attachment C: SAA Outcome Report) for the funding expended in the manner stated in the SAA funding request form prior to the end of the Contract year, summarized in the SAA annual report. The Contractor agrees that the below outlined criteria will be adhered to for funding reimbursement purposes. The SAA criterion for funding is as follows:
  - 1. Evidence-based mental health, trauma informed care, recovery principles, peer support, substance use services, suicide prevention, and other mental health or co-occurring services programs;
  - 2. Mental health training, education, and outreach services;
  - 3. Meeting the needs of identified gaps in mental health services, and a description of how funding the project will fill those needs; and
  - 4. Means to monitor, evaluate effectiveness, and sustain effective activities.
- O. The Contractor agrees to establish a grant application and process in order to fund the local grant money to LACs in the SAA service area. The SAA will provide the grant funding within 45 days of the grant application upon board approval, ensure LACs meet requirements in Section 3N, and include LAC approved grant information in SAA reports.

## **SECTION 5.           CONSIDERATION AND PAYMENTS**

In consideration of the services to be provided through this Contract, the Contractor is to receive reimbursement from the Department as follows:

- A. The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed twenty-five thousand and no/100 dollars (\$25,000.00). The source of funding for this Contract is 100% from the state general fund.
- B. The Department agrees to pay the Contractor \$10,000.00 upon receipt of a signed Contract. In addition, the Contractor may submit an invoice to the Department liaison for more funding, not to exceed the total, any time prior to the contract year end. Completion and approval of services outlined in Section 4 are due by the end of the Contract year. The funding for the following year's Contract is contingent upon the receipt of a Department approved year-end

budget detail and year end progress report. Contractor understands that any unspent funds may not be carried over from one Contract year to the next. Contractor agrees to repay the Department any unspent funds no later than July 31<sup>st</sup> or inform the Department there are no unspent funds.

## **SECTION 6. CONFLICTS OF INTEREST AND ANTITRUST VIOLATIONS**

A. The Contractor must:

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

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

1. Mail fraud, wire fraud, making false statements, price fixing and collusion to fix prices under the Sherman Act, 15 U.S.C. §§ 1-7 and engagement in kickback schemes in violation of the Anti-Kickback Act, 41 U.S.C. §§ 51-58; and
2. Colluding with other Contractors in a noncompetitive manner to gain unfair advantage in providing services at a noncompetitive price in violation of 18-4-141, MCA.

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

## **SECTION 7. REPORTING OF FALSE CLAIMS, FRAUD, AND OTHER CRIMINAL MATTERS**

- A. The Contractor, its employees, agents and subContractors must immediately report any credible evidence of misconduct involving federal funds under this Contract, including any false claim under the federal False Claims Act (31 U.S.C. §§ 3729-3733), to the Office of Inspector General for the federal Department of Health & Human Services, the federal Department of Education or the federal Department of Agriculture, as applicable.
- B. The Contractor must report to the Department or other state authority any credible evidence that a violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.
- C. If the Contract relates to furnishing items or services funded with Medicaid monies at more than a single location, or under more than one Contractual or other payment arrangement, and the receipt of Medicaid monies totaling \$5,000,000 or more annually, the Contractor and its sub-Contractors must establish and set forth policies to be submitted to their employees in writing by handbook or otherwise educating them regarding the federal False Claims Act and other provisions specified in 42 U.S.C. § 1396a(a)(68).

## **SECTION 8. CREATION AND RETENTION OF RECORDS**

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of the 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 four (4) years after its completion date.
  - 1. Records developed for the purposes of delivery of human services under this Contract are the property of the Department and must be maintained, retained, transferred and disposed of as provided in this Contract or as otherwise directed by the Department. The ownership of records related to the provision of human services does not include fiscal and accounting records.
  - 2. Records pertaining to the delivery of medical services are not subject to the requirement of subsection (1) except to the extent expressly provided for in this Contract or as a necessary feature of the delivery of a human service such as medical evaluations for purposes of eligibility and service delivery of vocational rehabilitation services.
  - 3. The Department will provide the Contractor with copies of any forms of documents and records the Department specifically requires the Contractor to use in the performance of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records are begun before the expiration of the four (4) year period, the Contractor must continue to retain them until such litigation, reviews, claims or audits are resolved. The Contractor must provide authorized state and federal entities, including Montana DPHHS, the U.S. Departments of Health and Human Services, Agriculture,

Energy and Education, their auditors, investigators and agents, with timely and unrestricted access to all of the Contractor's records, materials and information including any and all audit reports with supporting materials and work documents related to the delivery of goods and services provided under this Contract for purposes of audit and other administrative activities and investigations. Access must be provided in a format acceptable to those authorized entities, who may record and copy any information and materials necessary for any administrative activity, investigation and audit or other administrative activity or investigation.

- 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 9. 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, (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles (GAAP); and (3) complies with any other accounting requirements the Department specifies.

### **B. Internal Controls**

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

### **C. Separate Accounting of Funding**

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

### **D. Audits and Other Investigations**

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to assure the appropriate administration and performance of the Contract; and the proper expenditure of monies, delivery of goods, and provision of services pursuant to the 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 the Contract until the expiration of four (4) years from the completion date of the Contract. 18-1-118, MCA.

E. Corrective Action

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

F. Reimbursement for Sums Owing

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

**SECTION 10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

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

**SECTION 11. INDEMNIFICATION**

- A. The following apply for the purpose of this section:
  - 1. "Contractor" includes the Contractor and any officer, employee, volunteer, agent, sub-Contractor, representative or assignee of the Contractor and any other person, partnership, corporation, or other legal entity performing

work or services, or providing materials under this Contract for or on behalf of the Contractor.

2. "State of Montana" includes the State of Montana and the Department, and any of their officials, employees, volunteers or agents acting within the scope of their duties and responsibilities.
  3. "Allegation of liability" includes both actual and alleged claims, demands, and legal causes of action.
- B. In accordance with Title 2, chapter 9, MCA, the coverage available under the State Of Montana's self-insurance plan only covers the negligent acts or omissions of state employees and authorized agents. It does not cover the liability of other parties. Consequently, the State cannot defend and indemnify other parties.
- C. The Contractor shall at its sole cost and expense indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, including personal injury, death, or damage to property, and any resulting judgments, losses, liability, penalties, costs, fees, cost of legal defense and attorney's fees in favor of third parties, including the officers, employees and agents of the Contractor.
- D. The obligation of the Contractor to indemnify, defend, and hold harmless the State of Montana under this Section extends only to losses, liabilities, damages, costs, or fees resulting or arising in whole or in part from any actual or alleged actions, failures, or omissions of the Contractor and of the State of Montana as jointly liable with the Contractor relating to performance under this Contract, including any actual or alleged:
1. Acts, errors, omissions or negligence, whether willful or not;
  2. failure or omission to perform the duties, responsibilities or services under this Contract; or
  3. Failure to comply with any federal, state, and local legal authorities, regulations, and ordinances applicable to the services or work to be provided under this Contract or applicable to the work environment or employment practices of the Contractor.

The obligation of the Contractor to indemnify, defend and hold harmless the State of Montana under this section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of the State of Montana.

- E. 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.
- F. If the Department determines the Contractor has failed to fulfill its obligations as the indemnitor under this Section, the Department may proceed to undertake its

own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

- G. The Contractor must reimburse the Department under this Section for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense the Department incurs including but not limited to attorney fees, investigation, discovery, experts, and court costs.

## **SECTION 12. LIMITATIONS OF STATE LIABILITY**

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

## **SECTION 13. COMPLIANCE WITH BUSINESS, TAX, LABOR, AND OTHER LEGAL AUTHORITIES**

- A. The Contractor assures the Department that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- B. The Contractor and its employees, agents and sub-Contractors are not employees of the State and the Contractor may not in any manner represent or maintain the appearance that they are employees.
- C. The Contractor must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this Contract. The Contractor must provide the Department with proof of necessary insurance coverage as it may be issued to the Contractor and must immediately inform the Department of any change in the status of the Contractor's coverage.
- D. If the Contractor has received an independent Contractor certification from the Montana Department of Labor and Industry as to the Contractor for workers' compensation and other purposes, the Contractor must provide the Department with a copy of the current certification and must immediately inform the Department of any change in the status of the Contractor's certification. This requirement is not applicable if the Contractor's occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent Contractor certification.
- E. The Contractor, as a Contractor for the State, must comply on an on-going basis with the Montana prevailing wage requirements in Title 18, chapter 2, part 4,

MCA unless the services Contracted for are “human services” or one of the other exclusions from the prevailing wage requirement.

- F. The Contractor may not use a person as an independent Contractor in the performance of its duties and responsibilities under this Contract unless that person is currently certified in accordance with Montana legal authorities as an independent Contractor and remains so, or is otherwise exempt under Montana legal authorities from the requirement to possess an independent Contractor certification.
- G. The Contractor is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor, the Contractor’s employees, and any persons providing services on behalf of the Contractor under this Contract.
- H. The Contractor must comply on an on-going basis with all applicable federal and state legal authorities, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.
- I. The Contractor shall only employ, Contract or otherwise engage personnel who are authorized to work in the United State in accordance with applicable federal and state laws.
- J. The section of this Contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving the Department that accrue or result from the Contractor’s failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this Contract is an employee of the Department.

**SECTION 14. CIVIL RIGHTS**

**A. Discrimination Prohibited Under Federal and State Authorities**

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

**B. Compliance with Federal and State Authorities**

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

1. The Montana Human Rights Act (49-2-101, *et seq.*, MCA);
2. The Montana Governmental Code of Fair Practices (49-3-101, *et seq.*, MCA);
3. The federal Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
4. The federal Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), prohibiting discrimination based on age;
5. The Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;
6. Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability;
7. The federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), prohibiting discrimination based upon disability;
8. The Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. 4212);
9. The federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices;
10. The federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services;
11. The federal executive Order 13672 prohibiting discrimination based on sexual orientation and gender identity by Contractors and sub-Contractors; and
12. 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.

### C. Civil Rights Violations

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

## **SECTION 15. PUBLIC INFORMATION AND DISCLAIMERS**

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

Privileged information includes information and data the Department, its agents and Contractors produce, compile or receive for state and local Contractual efforts, including those local and state programs with which the Department Contracts to engage in activities related to the purposes of this Contract.

- B. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this 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.”

## **SECTION 16. CONTRACTOR COOPERATION AND DEPARTMENTAL GUIDANCE**

- A. Cooperation with the Department and Other Governmental Entities

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

1. The investigation and prosecution of fraud, abuse, and waste;
2. Audit, inspection, or other investigative purposes; and
3. Testimony in judicial or quasi-judicial proceedings or other delivery of information to HHSC or other agencies investigators or legal staff.

- B. Departmental Guidance

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

## **SECTION 17. 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 18. REGISTRATION OF OUT OF STATE ENTITIES**

- A. If the Contractor is incorporated in a state other than Montana or in a foreign country and is conducting business in Montana, it may be required by 35-1-1026 and 35-8-1001, MCA to register with the Montana Secretary Of State Office. Further information concerning these requirements may be obtained through the Montana Secretary of State's Office at <http://sos.mt.gov/> or by calling 406.444.3665.
- B. A business entity required to register in the State of Montana must show proof of a current certificate of authority to conduct business prior to entry into or continued performance under this Contract.

#### **SECTION 19. LIAISON AND SERVICE OF NOTICES**

- A. Antonia Klein, phone (406) 234-1866, and email [AKlein@mt.gov](mailto:AKlein@mt.gov) is the Contract program liaison and Susan Haran, phone (406) 444-4423 and email [sharan@mt.gov](mailto:sharan@mt.gov) is Contract fiscal liaison the for the Department. Jody Daly, phone (406) 563-7038, and email [jdaly@wmmhc.org](mailto:jdaly@wmmhc.org), is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract. The Department's liaison and Contractor's liaison may be changed by written notice to the other party.

#### **SECTION 20. FORCE MAJEURE**

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

## **SECTION 21. CONTRACT TERMINATION**

- A. The Department may terminate this Contract in whole or in any aspect of performance under the Contract if:
1. Federal or state funding for this Contract becomes unavailable or reduced for any reason;
  2. The Contractor fails to perform in accordance with the terms of the Contract; or
  3. The Contractor fails to perform in accordance with any applicable governing legal authority, including but not limited to:
    - a. The American Recovery and Reinvestment Act of 2009;
    - b. The Government Funding Transparency Act of 2008;
    - c. The Federal Funding Accountability And Transparency Act of 2006;
    - d. The federal and state acts prohibiting false claims;
    - e. The federal and state legal authorities requiring and implementing debarment;
    - f. The federal and state antitrust and other anticompetitive legal authorities including the Sherman Act; and
    - g. The federal and state civil rights legal authorities; and
    - h. state licensing legal authorities.
  4. Except as may be otherwise required or necessitated by federal or state legal authorities including the Recovery and Reinvestment Act, the Department must give written notice of termination to the Contract liaison for other party at least sixty (60) days prior to the effective date of termination of the Contract unless the parties agree in writing to a different notice period.
- B. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.
- C. Upon expiration, termination or cancellation of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out the Contract, and in providing for the orderly transfer of Contract responsibilities and the continued delivery of Contract services by the Department or its designee, and shall allow the Department access of the Contractor's facilities, records and materials to fulfill these requirements.

## **SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE**

- A. This Contract is governed by the laws of the State of Montana. In accordance with 18-1-401, MCA, the district courts of the State of Montana have exclusive original jurisdiction to entertain claims or disputes arising out of Contracts entered into by the Department.



- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. If there is a Contractual dispute, the Contractor agrees to continue performance under this Contract unless the Department in writing explicitly waives performance.
- E. Any remedies provided by this Court are not exclusive and are in addition to any other remedies provided by law.

**SECTION 23. SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT**

- A. This Contract consists of numbered pages \_\_\_\_\_ through \_\_\_\_\_, and the following Attachments:

Attachment A: Department's Annual Certification Form (Rev Dec 2014)  
Attachment B: Sources of HIPAA/HITECH Information (Rev Dec 2014)  
Attachment C: SAA Outcome Report

This is the entire Contract between the parties.

- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the Contractual relationship.
- C. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- D. No Contractual provisions from a prior Contract of the parties are valid or binding in this Contractual relationship.
- E. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- F. If there is a dispute as to the duties and responsibilities of the parties under this Contract, the Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- G. If a court of law determines any provision of this Contract is per se or as applied legally invalid, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- H. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, whether per se or as applied, is inoperative to the extent it

conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.

- I. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

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

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Zoe Barnard, Administrator  
DPHHS Addictive and Mental Disorders Division

**CONTRACTOR - CENTRAL SERVICE AREA AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title  
\_\_\_\_\_ Address \_\_\_\_\_ Phone Number

**FISCAL AGENT – Western Montana Mental Health Center**

By: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
Print/Type Name Title

## ATTACHMENT A

DPHHS GS-301  
Rev. 12/2014

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

**The Contractor assures the Department:**

#### **GENERAL COMPLIANCE REQUIREMENTS**

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

B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and sub-Contractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, Contractor, sub-grantee, sub-Contractor, or other person has submitted a false claim to the federal government. (reference Contract Section titled “Reporting Of False Claims, Fraud, And Other Criminal Matters”)

C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal authorities requirements pertaining to its employment and Contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)

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

E. That the Contractor is an independent Contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent Contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)

F. That the Contractor’s sub-Contractors 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 sub-Contractor in the performance of the duties and responsibilities of the proposed Contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (non-procurement) from entering into a federally funded Contract or participating in the performance of a federally funded Contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into Contracts with the State Of Montana. (reference Contract Section titled “Federal Requirements”)

H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to Contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts. (reference Contract Sections titled “Confidentiality Of Personal Information And Compliance With The Federal HIPAA And HITECH Privacy And Security Requirements” and “Business Associate Obligations”)

I. That, as required by legal authorities or Contract, the Contractor maintains smoke and tobacco free public and work sites. And if the Contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity. (reference Contract Section titled “Tobacco-free Workplace And Other Restrictions”)

## **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

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

K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation. (reference Contract Section titled "Federal Requirements")

L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.

M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.

N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")

P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department. (reference Contract Section titled "Federal Requirements")

Q. That the Contractor, if a Contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions. (reference Contract Section titled "Federal Requirements").

R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services. (reference Contract Section titled "Federal Requirements")

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

S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.

T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.

U. That the Contractor, if the Contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.

V. That the Contractor, if the Contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a sub-Contract that exceeds \$100,000 these requirements are in that Contract.

\_\_\_\_\_  
**Contractor Name**

By: \_\_\_\_\_  
**Signature of Authorized Certifying Official**

\_\_\_\_\_  
**Date**

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

as

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Federal I.D. Number**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Phone Number**

## ATTACHMENT B

DPHHS GS-302  
Rev. 12/2014

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

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

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

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

### **FEDERAL RESOURCES**

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

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights [www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)

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

- 2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention <http://www.cdc.gov/Other/privacy.html>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

### **STATE RESOURCES**

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

[www.mtmedicaid.org](http://www.mtmedicaid.org)

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

<http://www.dphhs.mt.gov/HIPAA.aspx>

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

### **PROVIDER ASSOCIATIONS**

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

### **CONSULTANT RESOURCES**

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



ATTACHMENT C

**SERVICE AREA AUTHORITY OUTCOME REPORT**