

Yellowstone County Subcontract 5 of 5 (Rimrock, fiscal agent for Substance Abuse Connect)
FOR County and Tribal Matching Grant Program Contract number 20-331-74311-0

THIS SUBCONTRACT is entered into between **Yellowstone County ("County")**, whose contact information is as follows: 316 North 26th Street Room 3101, Billings, MT, 59101, Phone (406) 256-2701), and **Rimrock, fiscal agent for Substance Abuse Connect ("Subcontractor")**, whose contact information is as follows: 1231 N.29th St., Billings, MT 59101; respectively (collectively, the "Parties").

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Subcontract constitutes the basic agreement between the parties for: effective response to acute mental health crises to prevent unnecessary restrictive placements such as incarceration or Montana State Hospital (MSH). The State of Montana believes there is no single solution for this problem and every community will need to tailor strategies to meet their communities' unique realities and resources. The State encourages contractor/subcontractor to implement strategic planning and community process/resource mapping and refer to national initiatives, resources, and models such as National Association of Counties' Stepping Up Initiative, Substance Abuse and Mental Health Services Administration's (SAMHSA) GAINS Center, and Sequential Intercept Model. The State believes innovative community solutions require system approaches, data driven strategies, and strong intersectoral partnerships (the "Services"), as more particularly described below.
- B. Time is of the essence under this Subcontract.
- C. The County and the Subcontractor, 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 Subcontract.
- D. The Subcontractor will perform the Services in accordance with all of the provisions of the Contract awarded to Yellowstone County by the Montana Department of Public Health and Human Services (the "State"):

Tribal Matching Grant Program

CONTRACT NUMBER 20-331-74311-0" hereinafter referred to as "Master Contract".

- 1. Subcontract (this instrument)
- 2. Attachment A: Scope of Work
- 3. Attachment B: Attestations
- 4. Attachment C: Total Grant Budget
- 5. Attachment D: Invoice
- 6. Attachment E: Federal and State Law Requirements
- 7. Attachment F: Insurance Requirements
- 8. Attachment G: Business Associate Agreement
- 9. Attachment H: Assurances

SUBCONTRACTOR INFORMATION:

Fiscal Agent for Substance Abuse Connect: Rimrock
1231 N. 29th Street
Billings, MT 59101
Federal Tax ID: 81-0302870
Phone: (406) 248-3175
Fax: (406) 869-7321

Executive Director, Substance Abuse Connect: Kristin Lundgren, 406-670-8526,
klundgren@substanceabuseconnect.com

The subcontractor shall provide the services outlined in Attachment A: Scope of Work.

This is a reimbursement grant. The County will receive payment from the State after successful submission of subcontractor reporting and invoicing, as outlined in this Subcontract and attachments; and will reimburse the subcontractor upon receipt of these funds, as outlined in this subcontract and attachments.

SECTION 2. TERM OF SUBCONTRACT

The term of this Subcontract is from July 1, 2021 through June 30, 2022, unless terminated in accordance with the Subcontract. Renewals of this Subcontract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties, each a "Renewal Interval." The Subcontract may not be renewed for more than a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in the Master Contract, the County will pay the Subcontractor for the Services as follows, upon approval and payment from Montana Department of Public Health and Human Services, Addictive and Mental Disorders Division:

- A. The County will reimburse the Subcontractor in consideration of the services the Subcontractor provides under this Subcontract as follows: the total reimbursement provided to the Subcontractor for the purposes of this Subcontract may not exceed \$100,000 for the period the Subcontract is in effect (not including Renewal Intervals) and the Subcontractor is eligible to receive funds.
- B. Other Programs as Payers for Services - Nonduplication of Payment
The Subcontractor may not seek compensation from monies payable through this Subcontract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.
- C. Billing Procedures and Requirements

Payment shall be made pursuant to the specified budget in Attachment C.

1. Payment to the Subcontractor shall be made to the Subcontractor at:
Substance Abuse Connect c/o Rimrock
1231 N. 29th Street
Billings, MT 59101

2. The Subcontractor must submit monthly invoices on the same schedule as monthly program reports, using the form sent to Subcontractor by County and shown in Attachment D. Expenses must be itemized using the categories provided on the form and backup documentation provided. The schedule for monthly invoicing is as follows:

Monthly Invoices due by 4:30 PM	Dec 7	Jan 5	Feb 4	Mar 7	Apr 5	May 5	Jun 6	Jul 5
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D. Adjustments to Consideration

Subject to Section 22 and the Dispute Resolution Process, the County may adjust the consideration provided to the Subcontractor under this Subcontract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Subcontractor's delivery of services.

E. Sources of Funding

The source of the funding for this Subcontract are 100% from State General Fund.

F. Erroneous and Improper Payments

The Subcontractor may not retain any monies the County pays in error or which the Subcontractor, its employees, or its agents improperly receive. The Subcontractor must immediately notify the County if it determines a payment may be erroneous or improper and must return that payment within 25 days of the County requesting its return or apply to a proper outstanding invoice. If the Subcontractor fails to return to the County any erroneous or improper payment, the County may recover such payment by any methods available under law or through this Subcontract, including deduction of the payment amount from any future payments to be made to the Subcontractor .

G. Final Payment

The County will issue the final payment to the Subcontractor for the Services when the County has accepted the Services and determined that the Subcontractor has met all of its Subcontract performance obligations satisfactorily as determined by general commercial standards of reasonableness.

SECTION 4. CREATION AND RETENTION OF RECORDS

- A. The Subcontractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Subcontract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Subcontract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Subcontract.

- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Subcontract is begun, then the Subcontractor must continue to retain records until such activity is

completed.

- C. The Subcontractor must provide the County and its authorized agents with reasonable access to records the Subcontractor maintains for purposes of this Subcontract. The Subcontractor must make the records available at all reasonable times at the Subcontractor's general offices or other location as agreed to by the parties upon 72 hours written notice.

SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Subcontractor must maintain a system of accounting procedures and practices sufficient for the County to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the Subcontract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The County 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 Subcontract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Subcontract. Upon five (5) business days written notices, unless Subcontractor raises and issue with the findings in which case the dispute will be resolved by the Dispute Resolution Process. The Subcontractor will provide the County and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Subcontractor'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 Subcontract until the expiration of 8 years from the completion date of this Subcontract.

C. Corrective Action

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

D. Reimbursement for Sums Owing

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

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

SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Subcontractor will not assign, transfer, delegate or subcontract any right or duty arising under this Subcontract without prior written approval from the County.
- B. Any assignment, transfer, delegation, or subcontracting of the Subcontractor's rights or duties under this Subcontract does not relieve the Subcontractor from its responsibility and liability for performance of all Subcontractor obligations under this Subcontract. The Subcontractor will be fully responsible for the acts or omissions of any Subcontractor as it is for its own acts or omissions .

SECTION 7. INDEMNIFICATION

- A The Subcontractor, at its sole cost and expense, must indemnify, defend, and hold harmless Yellowstone County and 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 Subcontractor's performance of services under this Subcontract or in any way resulting from the acts or omission of Subcontractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The County must give the Subcontractor written notice of any allegation of liability and at the Subcontractor's expense the County shall cooperate in the defense of the matter.
- C. If the Subcontractor fails to fulfill its obligations as the indemnitor under this section, the County may undertake its own defense. If the County or State undertakes its own defense, the Subcontractor must reimburse the County and/or State for any and all reasonable costs to the County and/or State resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the reasonable costs of defense incurred by the County and/or State including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 8. LIMITATIONS OF COUNTY AND STATE LIABILITY

- A. Any liabilities of the County and/or State and its officials, employees and agents are governed and limited by the applicable 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 Subcontract.
- B. The County 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 Subcontract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 9. INSURANCE COVERAGE

- A. Without limiting any of Subcontractor's obligations hereunder, Subcontractor must carry insurance coverage in accordance with the requirements stated in Master Contract, Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference .

SECTION 10. CONFLICTS OF INTEREST

- A. The Subcontractor must not have any conflict of interest regarding the performance of the Services under this Subcontract. The Subcontractor 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 Subcontract if an employee, administrator, officer or director of the Subcontractor may receive a financial or other valuable benefit as a result. The County may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Subcontractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Subcontract. Attachment E to this Subcontract contains a list of state and federal authorities.
- B. Civil Rights. The Subcontractor 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 Subcontract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Subcontractor must submit the assurances, where applicable, set forth in Attachment H and attached as Attachment H, to this Subcontract prior to commencement of work under this Subcontract.
- D. The Subcontractor represents and warrants that the Subcontractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Subcontract.
- E. The Subcontractor represents and warrants that it is an independent Subcontractor and that its employees, agents and Subcontractors are not employees of the State of Montana. The Subcontractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Subcontractor must comply with all applicable Workers' Compensation requirements.
- G. The Subcontractor 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 Subcontract. The Subcontractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES

- A. 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 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

- B. 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. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS

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

SECTION 14. CONFIDENTIALITY

A Personal Information

1. During the term of this Subcontract, the Subcontractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the County and State provides to the Subcontractor or which the Subcontractor acquires on behalf of the County and State in the performance of this Subcontract which contains the personal information of any person.
2. In its use and possession of personal information, the Subcontractor must conform to security standards and procedures meeting or exceeding current best **business** practices. Upon the County's request, the Subcontractor will allow the County and/or State to review and approve any specific security standards and procedures of the Subcontractor.

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

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Subcontractor, its employees, subcontractors, agents, the Subcontractor must confidentially report the disclosure or use to the County and State 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 Subcontractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Subcontractor must provide the County and State with written notice within five work days of the Subcontractor receiving notice of any administrative action or litigation threatened or initiated against the Subcontractor based on any legal authority related to the

protection of personal information.

2. With its notice, the Subcontractor must provide the County and State with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Subcontract Information

The Subcontractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Subcontractor in connection with the **Services** under this Subcontract, including but not limited to, information and data given to the Subcontractor by the County and/or State, its agents or Subcontractors or any other source.

E. Access/Use of Confidential Information

The Subcontractor may not access or use personal, confidential, or other information obtained through the County and/or State, its agents and Subcontractors, unless the Subcontractor does so:

1. for purposes of fulfilling this Subcontract and 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 County and State prior to use, publication or release.

- F. The information contained within this Subcontract and attachments, inclusive of Subcontractor's proposal and its attachments, if any, and information otherwise provided to the County 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 County 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 Subcontract.

SECTION 15. PROPRIETARY INFORMATION

- A. Before the County can recognize a business/corporate claim of confidential trade secret or proprietary information by the Subcontractor, the Subcontractor 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 Subcontractor must include with that claim an affidavit of legal counsel on the form provided by the County, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Subcontractor, acknowledging the primacy of federal and

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

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

SECTION 16. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

- A. If the Subcontractor 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 County and State or as a "covered entity" under HIPAA and HITECH. In addition to executing this Subcontract, the Subcontractor must execute the Business Associate Agreement attached to this Subcontract as Attachment G.

SECTION 17. PUBLICITY AND DISCLAIMERS

- A. The Subcontractor may not use monies under this Subcontract to pay for media, publicity or advertising that in any way associates the services or performance of the Subcontractor, State or the County under this Subcontract 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 Subcontractor must inform any people to whom it provides consultation or training services under this Subcontract that any opinions expressed do not necessarily represent the position of the County or State. 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 Subcontract prepared and released by the Subcontractor 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 Subcontractor must state the percentage and the monetary amount of the total program or project costs of this Subcontract 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 Subcontract.

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

SECTION 18. ACCESS TO PREMISES

- A. The Subcontractor must provide the County and State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times upon 72 hours written notice the Subcontractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Subcontractor 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 19. LIAISON AND SERVICE OF NOTICES

- A. Donald Jones, Chair Yellowstone County Commissioner, Phone (406) 256-2701, djones@yellowstonecountymt.gov, or their successor, is the liaison for the County. Mackenzie Petersen, Phone (406) 444-2878, Fax (406) 444-7391, Mackenzie.Petersen@mt.gov is the liaison for the State. These persons serve as the primary contacts between the parties regarding the performance of this Subcontract. 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 Subcontract.

SECTION 20. FORCE MAJEURE

- A. If the Subcontractor or the County is delayed, hindered, or prevented from performing any act required under this Subcontract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, pandemic, 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 Subcontractor's finances shall not be considered a force majeure.

SECTION 21. CONTRACT TERMINATION

- A. The County may terminate this Subcontract without cause and in lieu of any or all other remedial measures available through this Subcontract. The County terminating without cause must give written notice of termination to the Subcontractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Subcontractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Subcontractor as a

result of the termination. Such payment shall constitute the Subcontractor's sole right and remedy. The County has the right to terminate without cause even when a condition of force majeure exists.

- B. Subject to the Dispute Resolution Process, the County may immediately terminate this Subcontract if the Subcontractor engages in any violation of state or federal law listed in this Subcontract or any Attachment to this Subcontract, or which otherwise may be applicable to the Subcontract arising from the performance of Services under this Subcontract.
- C. The County may terminate this Subcontract in whole or in any aspect of performance under this Subcontract if:
 - 1. federal or state funding for this Subcontract becomes unavailable or reduced for any reason; or
 - 2. the County or State determines that the Subcontractor is failing to perform in accordance with the terms of this Subcontract. In such event, the County shall give Subcontractor written notice of breach and an opportunity to cure the breach. Subcontractor 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 Subcontract may be terminated immediately, in whole or in part, by written notice from the County to Subcontractor, but subject to the Dispute Resolution Process. The option to terminate shall be at the discretion of the County or State.
- D. Upon expiration, termination or cancellation of this Subcontract, or any portion of this Subcontract, the Subcontractor must assist the County, its agents, representatives and designees in closing out this Subcontract, and in providing for the orderly transfer of Subcontractor responsibilities and the continued delivery of Subcontract services by the County or its designee, and shall allow the County access to the Subcontractor's facilities, records and materials upon 72 hours written notice to fulfill these requirements.

SECTION 22. ADDITIONAL REMEDIES

Subject to the Dispute Resolution Process, the additional remedies are available against Subcontractor

A. Withholding Payments

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

B. Reductions in Payments Due

Amounts owed to the County by the Subcontractor under this Subcontract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off

by County and/or State from any money payable to Subcontractor pursuant to this Subcontract.

C. If, in the County's reasonable judgment, a default by Subcontractor is not so substantial as to require termination of the entire Subcontract, reasonable efforts to induce the Subcontractor to cure the default are unavailing, the Subcontractor fails to cure such default within 30 calendar days of receipt of notice from the County and/or State, and the default is capable of being cured by the County or by another resource without unduly interfering with continued performance by the Subcontractor, the County, 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, County will, without limiting its other available remedies, have the right to procure the terminated services and the Subcontractor will be liable for: (i) the cost difference between the cost of the terminated services and the reasonable costs for the replacement services acquired from another vendor or expended by County, and (ii) if applicable, the following administrative costs directly related to the replacement of this Subcontract: reasonable costs of competitive bidding, mailing, advertising and staff time costs.

D. Stop Work Order

1. The County may, at any time, by written stop work order to the Subcontractor, require the Subcontractor to stop any or all parts of the work required by this Subcontract for the period of days indicated by the County after the stop work order is delivered to Subcontractor. 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 Subcontractor 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 Subcontractor must resume contractual performance. The County, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

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

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

G. Dispute Resolution Process

SECTION 23. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Subcontract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Subcontract, 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 Subcontract, the Subcontractor must pay its own costs and attorney fees unless it is the prevailing party.

SECTION 24. GENERAL

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Subcontract and the materials expressly referenced in this Subcontract as governing the contractual relationship.
- B. The headings to the section of this Subcontract 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 Subcontract may not be enlarged, modified or altered except by written amendment signed by the parties to this Subcontract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Subcontract, this Subcontract along with any attachments prepared by the County, including request for proposal, if any, govern over the Subcontractor's proposal, if any.
- E. If a court of law determines any provision of this Subcontract is illegal, all other provisions of this Subcontract remain in effect and are valid and binding on the parties.
- F. Any provision of this Subcontract 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 Subcontract 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 Subcontract unless reduced to writing as an amendment to this Subcontract.
- H. This Subcontract may be executed in counterparts, which together will constitute one instrument.

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

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Master Contract Number 20-331-74311-0 remain unchanged and incorporated into this Subcontract by reference. All other terms and conditions are also incorporated into this Subcontract.

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

BY: _____
Donald Jones
Chair Yellowstone County Commissioner

DATE: _____



BY: _____
Rimrock fiscal agent for Substance Abuse
Connect
Lenette Kosovich
Chief Executive Officer

DATE: 3/9/2022

Attachment A To Subcontract: SCOPE OF WORK
[as relates to Master Contract No. 22-331-74115-0]

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

A. For services purchased under this Subcontract, the Subcontractor must:

1. Provide reports for agreed upon reporting requirements (see D in this attachment), using the form provided to you by the county. Reports must be sent to Kristin Lundgren, klundgren@substanceabuseconnect.com, according to the following schedule:

a. Monthly member level data	Dec 7	Jan 5	Feb 4	Mar 7	Apr 5	May 5	Jun 6	Jul 5
b. Quarterly Progress Reports		x			x			x
a. Ad hoc reports and evaluations that have been supported through this funding source (as needed)								

2. Actively participate in a monthly virtual check-in with grant program manager. Time to be determined.
3. Actively participate in technical assistance provided by the State in the form of webinars, conference calls, and one-on-one conversations.
4. Allow and actively participate in site visits and/or any other activities that are requested by the State.

B. For services purchased under this Subcontract, the Subcontractor agrees to provide the services and conduct the activities *for which they hold Primary Responsibility*, as shown in the table below; and to support the work of other Subcontractors to accomplish the services and activities in the table below.

Primary Responsibility	Services and Activities
Substance Abuse Connect: Kristin Lundgren	<ol style="list-style-type: none"> 1. Establish and maintain an active Crisis Coalition that: <ol style="list-style-type: none"> a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience. b. Meets on at least a quarterly basis. c. Establishes a Crisis Coalition Charter that outlines the: <ol style="list-style-type: none"> 1. Purpose of the coalition. 2. Responsibilities of the coalition members; and 3. Goals of the coalition. d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model. e. Leverages coalition members' resources to support the implementation of the strategic plan; and f. Engages in data sharing that supports accurate crisis system data collection, analysis and reporting.
Substance Abuse	2. Establish and maintain a Crisis Coordinator within the community who:

<p>Connect: Kristin Lundgren</p>	<ul style="list-style-type: none"> a. Dedicates a minimum 0.2 FTE to the development of the community’s crisis system. b. Facilitates Crisis Coalition meetings. c. Leads the implementation of the Crisis Coalition’s strategic plan. d. Coordinates crisis system initiatives. e. Acts as the primary contact for local and State stakeholders regarding the community’s crisis system. f. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and g. Actively participates in technical assistance opportunities provided by the State and its identified partners.
<p>Community Crisis Center: MarCee Neary</p>	<ul style="list-style-type: none"> 3. Coordinate with Crisis Intervention Team (CIT) Montana to establish Yellowstone County as a Crisis Intervention Team (CIT) community by: <ul style="list-style-type: none"> a. Facilitating two CIT academies per year with a minimum of 20 individuals in attendance at each academy. b. Sending two CIT board members to statewide CIT meetings; and c. Sending two CIT Team members to international trainings.
<p>Substance Abuse Connect: Kristin Lundgren</p>	<ul style="list-style-type: none"> 4. Increase data capacity by contracting with a professional evaluator who is knowledgeable of crisis system data and national best practices. Evaluator will collaborate with the Substance Abuse Connect Data Work Group to: <ul style="list-style-type: none"> a. Collect, prepare and analyze data for County and Tribal Matching Grant requirements. b. Complete monthly and quarterly reporting for the Department of Health and Human Services, Yellowstone County Commissioners, and Substance Abuse Connect executive leadership; and c. Collaborate with the Data Work Group, SciGaia, and “Data Across Sectors for Health” to add indicators into the Substance Abuse Connect Data Dashboard.
<p>Substance Abuse Connect: Kristin Lundgren</p>	<ul style="list-style-type: none"> 5. Hire 1 FTE community-based Care Coordinator to be housed at Rimrock who will: <ul style="list-style-type: none"> a. Ensuring referral flow charts and resource information, including hours of operation, admission criteria, and contact information, are current and shared with all partners, including the Montana State Hospital, hospitals, Federally Qualified Health Centers, 911, 211, law enforcement and first responders. b. Host monthly care coordinator meetings to train, inform, and connect key stakeholders with each other and other community resources. c. Orienting new Care Coordinators hired at member organizations to crisis referral lists and procedures used by the Substance Abuse Connect Coalition. d. Connecting members as needed for discharge planning and hand-offs from one service to another. e. Building relationships with key points of discharge, including the Montana State Hospital, hospitals, and Probation and Parole; and f. Supporting the collection of data as necessary for measuring County and Tribal Matching Grant requirements, load and capacity, evaluation of Care Coordinator referrals, and return on investment. g. Provide referrals and resource information. h. Discharge planning and hand-offs; and i. Support collection of data for CTMG requirements and evaluation
<p>HomeFront: Patti Webster</p>	<ul style="list-style-type: none"> 6. Hire 1 FTE Tenancy Support Specialist to be housed at HomeFront who will improve housing access for individuals in crisis by: <ul style="list-style-type: none"> a. Conducting outreach to housing insecure individuals. b. Facilitating housing process including applications, inspections, and move-ins.

	<ul style="list-style-type: none"> c. Participating in Coordinated Entry Program and reviewing VI-SPDAT scores. d. Serving as liaison between landlords, property owners, clients, and agencies providing housing support services to mitigate conflict and support retention of housing. e. Advocating from client’s perspective in program decision making and planning. f. Participating and coordinating with community housing providers and initiatives; and g. Cultivating relationships with local landlords, property owners and managers, and recovery housing to increase appropriate housing options for everyone leaving the crisis system, including those who experience the greatest housing barriers such as violent and sex offenders, those with poor or no rental history, and individuals with families and pets.
<p>Substance Abuse Connect: Kristin Lundgren</p>	<p>7. Hire 1 FTE Tenancy Support Specialist to be housed at Substance Abuse Connect who will improve housing access for individuals in crisis by:</p> <ul style="list-style-type: none"> a. Creating and sustaining a housing list for use by all Substance Abuse Connect members; b. Working with the Substance Abuse Connect Care Coordinator to cultivate relationships with the Montana State Hospital, Emergency Rooms, Probation and Parole, 211 and other entities responsible for discharge and step-down planning. c. Providing educational information to all Substance Abuse Connect Crisis Continuum and Coordinated Entry System partners regarding subsidies, security deposit assistance, and support from a single point of contact. d. Educating and informing key intercept points, such as Crisis Line, 911, and Law Enforcement, so these intercept points can direct individuals to immediate housing resources if appropriate. e. Inviting Housing Navigators to monthly Care Coordinator meetings and orienting new Housing Navigators and Care Coordinators to the housing options in Yellowstone County. f. Supporting the collection of data as necessary for the County and Tribal Matching Grant requirements, load and capacity, evaluation of housing referrals, and return on investment; and g. Cultivating relationships with local landlords, property owners and managers, and recovery housing to increase appropriate housing options for everyone leaving the crisis system, including those who experience the greatest housing barriers such as violent and sex offenders, those with poor or no rental history, and individuals with families and pets.
<p>Alternatives Inc: Jan Begger</p> <p>Montana Rescue Mission: Matthew Lundgren</p>	<p>8. Equip Alternatives, Inc. and the Montana Rescue Mission with transitional funding for individuals in contact with the voluntary and involuntary crisis system and prioritized for individuals stepping down from high levels of crisis care including the Montana State Hospital, Department of Corrections Facilities, The Yellowstone County Detention Center, and the Emergency Department. Funds will be used for stabilization, including:</p> <ul style="list-style-type: none"> a. Housing costs, such as short-term hotel stays, rent and deposits. b. The cost of essential items to support community integration, such as phones, phone minutes, clothing, or transportation costs.
<p>Community Crisis Center: MarCee Neary</p>	<p>9. Fund 1 FTE Community Crisis Center Director who is responsible for the following:</p> <ul style="list-style-type: none"> a. Ensuring the center remains operational and aligned with best practices for crisis care; b. Collaborating with the Substance Abuse Connect Community Crisis

	Continuum Workgroup; and c. c.Fulfilling the role of Crisis Intervention Team Mental Health Lead.
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B. Other Provisions:

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

D. Reporting and Documentation Requirements:

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

- iii. Quarterly progress reports must be submitted by:
 1. Quarter 1 (July 2021—September 2021): October 15, 2021
 2. Quarter 2 (October 2021—December 2021): January 15, 2022
 3. Quarter 3 (January 2022—March 2022): April 15, 2022
 4. Quarter 4 (April 2022—June 2022): July 15, 2022
3. Subcontractor will use the monthly data reporting template and quarterly progress report template sent to them by the County.

Attachment B To Subcontract: ATTESTATIONS
[as relates to Master Contract No. 22-331-74115-0]

1. Subcontract funding is allocated as follows: July 1, 2021, to June 30, 2022, in the amount of \$125,000.
2. Budget includes all costs associated with each component of the project.
3. Subcontractor certifies existence of adequate matching funds funding: \$82,000.
4. Monthly invoices must be submitted in required format according to the schedule below, for each month to Kristin Lundgren klundgren@substanceabuseconnect.com, who will forward to Jennifer Jones, jjones@yellowstonecountmt.gov

Monthly Invoices for prior month due by 4:30 PM	Dec 7	Jan 5	Feb 4	Mar 7	Apr 5	May 5	Jun 6	Jul 5
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5. If Subcontractor does not incur expenses within a month, Subcontractor must submit an invoice by that documents no expenditures.
6. Monthly invoices must have back up documentation for the amount that is being requested and must have back up documentation of the matching funds that are being paid by the Subcontractor.
7. All State required monthly and quarterly reporting data must be submitted with to Kristin Lundgren, using HIPAA compliant means, as specified in Attachment A: Scope of Work, A1. Invoices will not be approved prior to data submission. The schedule for reporting data is

a. Monthly member level data	Dec 7	Jan 5	Feb 4	Mar 7	Apr 5	May 5	Jun 6	Jul 5
b. Quarterly Progress Reports		x			x			x
a. Ad hoc reports and evaluations that have been supported through this funding source (as needed)								

8. All invoices pursuant to this Subcontract must be submitted to Jennifer Jones by July 31, 2022.
9. Payment for questioned costs may be withheld pending resolution of the disputed costs and may require rebilling by the Subcontractor.
10. Subcontractors must utilize third party and other revenue realized from provision of services to the extent possible and use County and Tribal Matching Grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual’s health insurance plan. Contractors are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Contractors should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for, and desired by, that individual to meet his/her needs. In addition, contractors are required to implement

policies and procedures that ensure other sources of funding are utilized first when available for that individual.

11. Subcontractor will support the Department in determining sustainable solutions for crisis programs by providing information, as requested, that includes but is not limited to: Pertinent staff wages, staffing models, and data to support the creation of sustainable Medicaid and State General Fund rates.

**Attachment C To Subcontract: TOTAL BUDGET
[as relates to Master Contract No. 22-331-74115-0]**

Offeror: Yellowstone County Match Rate: .7 *Offeror must utilize, and if necessary, expand upon the following format:

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Provide answer for each underlined category or write "n/a" if it does not apply)
Category 2: Crisis Intervention Team	PERSONNEL	\$3,320	<u>Service 2A: Crisis Intervention Team Academy</u> <u>Number of hours:</u> 80 <u>Hourly Rate:</u> 20.75 <u>Annual Salary:</u> NA <u>Fringe/IDC:</u> NA <u>Service Hours:</u> NA this pays for Security to attend training
	TRAINING	\$7,000	<u>Service 2A: Crisis Intervention Team Academy</u> <u>Cost Breakdown:</u> 3,500 each for two CIT Trainings <u>Provided By:</u> Community Crisis Center <u>Targeted To:</u> Yellowstone County Law Enforcement <u>Service Number/Title:</u>
	CONTRACTED SERVICES	NA	<u>Cost Breakdown:</u> <u>Provided by:</u> <u>Service Hours:</u>
	OTHER	\$4,680	<u>Service 2A: Training</u> <u>Cost Breakdown:</u> \$1,189 in travel expenses for 2 CIT Board Members to attend 3 statewide meetings; \$3,500 for 2 CIT Team members to attend CIT International Training. <u>Provided By:</u> Community Crisis Center <u>How the service contributes to grant activities:</u> Statewide CIT planning and networking is necessary to sustain, inform, and improve local CIT work. CIT International training builds capacity of CIT team by exposing team to most current CIT research and practice, models from other locations, and provides networking opportunities that strengthen our local crisis continuum.
	TOTAL REQUESTED	\$15,000	
SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Provide answer for each underlined category or write "n/a" if it does not apply)

Category 4: Crisis Data	PERSONNEL	\$0	<u>Service Number/Title:</u> NA <u>Number of FTE:</u> NA <u>Hourly Rate:</u> NA <u>Annual Salary:</u> NA <u>Fringe/IDC:</u> NA <u>Service Hours:</u> NA
	TRAINING	\$0	<u>Service Number/Title:</u> NA <u>Cost Breakdown:</u> NA <u>Provided by:</u> NA <u>Targeted to:</u> NA
	CONTRACTED SERVICES	\$15,000	<u>Service Number/Title:</u> <u>Service 4A: Data Infrastructure</u> <u>Cost Breakdown:</u> \$100/hr <u>Provided By:</u> Substance Abuse Connect will oversee this contract. A portion will go to SciGaia for Data Dashboard build. It is expected that a portion will also go to JG Research to ensure measures being built into the data dashboard are sustainable and aligned with state needs. <u>Service Hours:</u> NA
	OTHER	\$0	<u>Service Number/Title:</u> NA <u>Cost Breakdown:</u> NA <u>Provided by:</u> NA <u>How the service contributes to grant activities:</u> NA
	TOTAL REQUESTED	\$15,000	

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Provide answer for each underlined category or write "n/a" if it does not apply)
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Category 7: Care Coordination	PERSONNEL	\$55,000	<u>Service 7B: Care Coordination</u> <u>Number of FTE:</u> 1 <u>Hourly Rate:</u> NA <u>Annual Salary:</u> \$39,600 <u>Fringe/IDC:</u> \$15,400 <u>Service Hours:</u> TBD The primary focus of this position will be coordinating "CARE COORDINATORS", creating resources lists, working with others to create standardized referral flows, and referral tracking. It is expected they will do some direct service; however, the amount is not determined.
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TRAINING		<u>Service Number/Title: NA</u> <u>Cost Breakdown: NA</u> <u>Provided by: NA</u> <u>Targeted to: NA</u>
	\$0	
CONTRACTED SERVICES		<u>Service Number/Title: NA</u> <u>Cost Breakdown: NA</u> <u>Provided by: NA</u> <u>Service Hours: NA</u>
	\$0	
OTHER		<u>Service Number/Title: NA</u> <u>Cost Breakdown: NA</u> <u>Provided by: NA</u> <u>How the service contributes to grant activities: NA</u>
	\$0	
TOTAL REQUESTED	\$55,000	

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Provide answer for each underlined category or write "n/a" if it does not apply)
Category 8: Housing	PERSONNEL	\$ 110,000	<u>Service 8B: Tenancy Support Specialist</u> <u>Number of FTE: 2</u> <u>Hourly Rate: NA</u> <u>Annual Salary: 39,600.00</u> <u>Fringe/IDC: 15,400.00</u> <u>Service Hours: 1 FTE will do about 30 hours of service delivery per week (1,560 hours annually). The focus of the other FTE will be coordination for Tenancy Support Specialists in the community, cultivating landlord relationships, maintaining housing list. It is expected they will do some direct service; however, the amount is not determined.</u>
	TRAINING	\$0	<u>Service Number/Title: NA</u> <u>Cost Breakdown: NA</u> <u>Provided by: NA</u> <u>Targeted to: NA</u>
	CONTRACTED SERVICES	\$0	<u>Service Number/Title: NA</u> <u>Cost Breakdown: NA</u> <u>Provided by: NA</u> <u>Service Hours: NA</u>
	OTHER	\$200,000	<u>Service Number 8D: Transitional Funding for Individuals in contact with the crisis system</u> <u>Cost Breakdown: NA</u> <u>Provided by: NA</u>

How the service contributes to grant activities:
NA

**TOTAL
 REQUESTED** \$310,000

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Provide answer for each underlined category or write "n/a" if it does not apply)
Tier 3 Innovative Crisis Projects	PERSONNEL	\$100,000	<u>Service Number/Title:</u> <u>Number of FTE:</u> .95 <u>Hourly Rate:</u> NA <u>Annual Salary:</u> 81,648 <u>Fringe/IDC:</u> 18,352 <u>Service Hours:</u>
	TRAINING	\$0	<u>Service Number/Title:</u> NA <u>Cost Breakdown:</u> NA <u>Provided by:</u> NA <u>Targeted to:</u> NA
	CONTRACTED SERVICES	\$0	<u>Service Number/Title:</u> NA <u>Cost Breakdown:</u> NA <u>Provided by:</u> NA <u>Service Hours:</u> NA
	OTHER	\$0	<u>Service Number/Title:</u> NA <u>Cost Breakdown:</u> NA <u>Provided by:</u> NA <u>How the service contributes to grant activities:</u> <u>NA</u>
	TOTAL REQUESTED	\$100,000	

TOTAL BUDGET	Total Requested	Narrative
REQUESTED	\$495,000.00	<i>The total amount is equal to the amount awarded by the State to Yellowstone County.</i>

Offeror: Yellowstone County
 upon the following format:

Match Rate: .7

*Offeror must utilize, and if necessary, expand

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Explain how match DIRECTLY contributes to grant activities)
Category 3: Crisis System Foundation		\$82,000	<u>Match type:</u> In kind <u>Cost breakdown:</u> 1 FTE Coalition Director @ \$82,000 <u>How the match contributes to grant activities:</u> Coalition Director strengthens the crisis continuum by convening crisis partners, coordinating community plan, data dashboard, reporting and CQI for all coalition grants, including this one. Additionally, Coalition Director focuses on sustainability, best and next practices, and bringing in outside experts to assist the coalition.
	PERSONNEL		
	TRAINING	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	CONTRACTED SERVICES	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	OTHER	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	TOTAL PROVIDED	\$82,000	

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Explain how match DIRECTLY contributes to grant activities)
Category 8: Housing	PERSONNEL	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	TRAINING	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	CONTRACTED SERVICES	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	OTHER	\$95,000	<u>Match type:</u> In Kind <u>Cost breakdown:</u> \$20,000 from Montana, \$75,000 from Alternatives Inc. <u>How the match contributes to grant activities:</u> Funding for Transitional Supports administered through these programs.
	TOTAL PROVIDED	\$95,000	

SERVICE CATEGORY	Budget Category	SFY 2022 Total	Narrative (Explain how match DIRECTLY contributes to grant activities)
Tier 3: Innovative Projects	PERSONNEL	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	TRAINING	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	CONTRACTED SERVICES	\$0	<u>Match type:</u> <u>Cost breakdown:</u> <u>How the match contributes to grant activities:</u>
	OTHER	\$700,000	<u>Match type:</u> County Public Safety Mill <u>Cost breakdown:</u> \$700,000 to Community Crisis Center to support their 24-hour Crisis Receiving facility and staff. <u>How the match contributes to grant activities:</u> The outpatient crisis receiving facility provides a critical hand-off for local law enforcement and other community services. Individuals can also walk in.
	TOTAL PROVIDED	\$700,000	

TOTAL MATCH PROVIDED	Total Provided	Narrative
	\$877,000	<i>The match exceeds the .7 the matching requirement.</i>

**Attachment D To Subcontract: INVOICE (Use the fillable electronic version sent along with this contract)
[as relates to Master Contract No. 22-331-74115-0]**

Montana Department of Public Health and Human Services
Crisis Diversion Grant

Contractor:	INVOICE MONTH
Contract #:	
Submission Date:	

Expense Category	Expense Type	Location of Back-up Documentation (Indicate Attachment Letter, Number, Etc.)	Current Month	YTD	Total Budget Amount	Budget Balance	% of Budget Used
	Personnel			\$ -			
	Travel			\$ -			
	Equipment			\$ -			
	Supplies			\$ -			
	Contracted Services			\$ -	\$ -	\$ -	0%
	Other			\$ -			
	TOTAL			\$ -			
	Personnel			\$ -			
	Travel			\$ -			
	Equipment			\$ -			
	Supplies			\$ -			
	Contracted Services			\$ -	\$ -	\$ -	0%
	Other			\$ -			
	TOTAL			\$ -			
	Personnel			\$ -			
	Travel			\$ -			
	Equipment			\$ -			
	Supplies			\$ -			
	Contracted Services			\$ -	\$ -	\$ -	0%
	Other			\$ -			
	TOTAL			\$ -			
Total Expenses				\$ -	\$ -	\$ -	0%

Name and Title of Person Submitting:
Contact # and Email:
*All expenses must have back-up documentation.

DEPARTMENT USE ONLY	Amount Approved:	
	Speedchart:	Goal 189
	Amount Approved:	
	Speedchart:	County match
	Amount Approved:	
	Speedchart:	TTI
	Amount Approved:	
	Speedchart:	Sabg
	Amount Approved:	
	Speedchart:	MHBG
Date Approved:		
Approved By:		

Attachment E To Subcontract: FEDERAL AND STATE LAW REQUIREMENTS
[as relates to Master Contract No. 22-331-74115-0]

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, which are applicable to this Subcontract, 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 Subcontract, 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 Subcontract.

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 of recruit and employ 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 Subcontract, 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 Workplace. 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 \$25,000 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.fsr.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 \$25,000 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 \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of 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 \$25,000.
 - (2) The Contractor will submit the Compensation Report to the Department

by first-class mail addressed as follows or via email:

DPHHS

Attn: BFSDF-FFATA Reporting

PO Box 4210

Helena, MT 59604-4210

hhsffata@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) \$25,000,000 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 or a Business Associate 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 and Data Universal Numbering Requirements. Contractor agrees to comply with the System for Award Management and Data Universal Numbering. Contractor must provide DUNS number to the state. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun & Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).
 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 Sub-recipients 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

**Attachment F To Subcontract: INSURANCE REQUIREMENTS
[as relates to Master Contract No. 22-331-74115-0]**

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or Sub-recipients. This insurance shall cover such claims as may be caused by any negligent act or omission. The certificate(s) must name the State of Montana Department of Public Health and Human Services as certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

III. 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 occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or Sub-recipients.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e., counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e., counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of any material change in

insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

Attachment G To Subcontract: BUSINESS ASSOCIATE AGREEMENT
[as relates to Master Contract No. 22-331-74115-0]

PARTIES

This Business Associate Agreement (Agreement) is entered into between **Yellowstone County**, whose contact information is as follows:
316 North 26th Street Room 3101
Billings, MT, 59101,
Phone (406) 256-2701), and

Rimrock, fiscal agent for Substance Abuse Connect (“Subcontractor” and Business Associate) contact information is as follows:

Federal Tax ID: 81-0302870
DUNS Number 134332683
1231 N. 29th Street
Billings, MT 59101
Phone: (406) 248-3175
Fax: (406) 869-7321

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

- a. Yellowstone County is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.
- b. Yellowstone County has determined it is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for Yellowstone County involving the use or disclosure of protected health information (PHI) for Yellowstone County, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

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

3. Status as a Business Associate

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

4. Obligations of Business Associate

The Business Associate, as a business associate of Yellowstone County, must:

- a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with Yellowstone County's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;
- b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;
- c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;
- d. mitigate to the extent practicable and as may be directed by Yellowstone County any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;
- e. report in a timely manner as required by law and this Agreement to Yellowstone County any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;
- f. report to Yellowstone County any security incident of which it becomes aware, and at the request of Yellowstone County must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known;
- g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for Yellowstone County that involve PHI;
- h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Yellowstone County, available to Yellowstone County, or to the Secretary of the Federal Department of Health and Human Services in accordance with 45 CFR § 164.408, in a time and manner prescribed by Yellowstone County or designated by the Secretary, for purposes of the Secretary determining Yellowstone County's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation, and the HITECH Act;
- i. document disclosures of PHI and collect information related to those disclosures necessary for Yellowstone County to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;
- j. provide to Yellowstone County or a person, in time and manner prescribed by Yellowstone County, documentation necessary for Yellowstone County to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;
- k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:
 - (i) The Business Associate must notify Yellowstone County, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft,

- unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;
- (ii) In the event of any incident, the Business Associate must provide to Yellowstone County, in writing, those details concerning the incident as Yellowstone County may request, and must cooperate with Yellowstone County, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by Yellowstone County to prevent other or further incidents;
 - (iii) If Yellowstone County determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;
 - (iv) The Business Associate, working in cooperation with Yellowstone County, must update the notice provided to Yellowstone County under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or Yellowstone County to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information Yellowstone County is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):
 - (A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;
 - (B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);
 - (C) Any steps the person should take to protect themselves from potential harm resulting from the incident;
 - (D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;
 - (E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, website, or postal address; and
 - (F) This additional information must be submitted to Yellowstone County immediately at the time the information becomes available to the Business Associate.
 - (v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of Yellowstone County to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and
 - (vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

- a. Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI

on behalf of, or to provide services to, Yellowstone County for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by Yellowstone County or otherwise violate the minimum necessary policies and procedures of Yellowstone County:

the purpose of this contract is to support crisis intervention and jail diversion efforts that prevent unnecessary restrictive placements such as incarceration, hospitalization or commitments to the Montana State Hospital.

- b. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).
- c. Yellowstone County, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.
- d. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of Yellowstone County.

6. Use and Disclosure for Business Associate's Purposes

- a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of Yellowstone County in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.
- b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:
 - (i) the disclosures are required by law;
 - (ii) the disclosures are expressly authorized in this Agreement by Yellowstone County;
 - (iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and
 - (iv) the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.
- c. The Business Associate may only use PHI for Data Aggregation purposes if Yellowstone County in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).
- d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which Yellowstone County receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:
 - (i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or
 - (ii) the communication is made by the Business Associate on behalf of Yellowstone County and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by Yellowstone County.

7. Obligations of Yellowstone County

- a. Yellowstone County must notify the Business Associate of any limitation(s) in Yellowstone County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of

Yellowstone County's Notice of Privacy Practice is attached to this Agreement and incorporated herein.

- b. Yellowstone County must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. Yellowstone County must notify the Business Associate of any restriction to the use or disclosure of PHI that Yellowstone County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Yellowstone County, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by Yellowstone County.

8. Term and Termination

- a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by Yellowstone County to the Business Associate, or created or received by the Business Associate on behalf of Yellowstone County, is destroyed or returned to Yellowstone County, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.
- b. Upon Yellowstone County's knowledge of a breach, as defined in § 164.402, by the Business Associate, Yellowstone County, as its sole discretion, must provide an opportunity for the Business Associate to:
 - (i) cure the breach; or
 - (ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
 - (iii) end the violation within the time specified by Yellowstone County; or
 - (iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (v) if neither termination nor cure are feasible, Yellowstone County must report the violation to the Secretary.
- c. Upon the Business Associate's knowledge of a material breach by Yellowstone County, the Business Associate must either:
 - (i) notify Yellowstone County of such breach in reasonable detail, and provide an opportunity for Yellowstone County to cure the breach or violation; or
 - (ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
 - (iii) if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.
- d. Yellowstone County may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:
 - (i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Yellowstone County pursuant to the terms of this Agreement; or
 - (ii) the Business Associate does not enter into an amendment to this Agreement providing assurance regarding the safeguarding of PHI that Yellowstone County, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination

- a. Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at Yellowstone County's sole discretion return or destroy all PHI received from Yellowstone County, or created or received by Business Associate on behalf of Yellowstone County. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.
- b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to Yellowstone County notification of the conditions that make return or destruction infeasible. Upon written agreement by Yellowstone County that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Yellowstone County to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.
- c. Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Yellowstone County to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

YELLOWSTONE COUNTY

BY: _____
 Don Jones, Chairman
 Board of County Commissioners

Date: _____

BUSINESS ASSOCIATE

BY: 

Date: 3/9/2022

Lenette Kosovich, Chief Executive Officer
 Rimrock, fiscal agent for Substance Abuse Connect

Attachment H To Subcontract: ASSURANCES
[as relates to Master Contract No. 22-331-74115-0]

The **Subcontractor**, Rimrock (fiscal agent for Substance Abuse Connect), for the purpose of contracting with Yellowstone County, by its signature on this document certifies to the County its compliance, as may be applicable to it, with the following requirements.

The Subcontractor assures Yellowstone County:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Subcontractor 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 Subcontractor and its employees, agents and Sub-recipients 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.
- B. That the Subcontractor 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.
- C. That the Subcontractor maintains necessary and appropriate workers compensation insurance coverage.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Subcontractor, 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 Subcontractor 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 Subcontractor 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 Subcontractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Subcontractor, 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 Subcontractor, 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 Subcontractor 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 Subcontractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Subcontractor meets the criteria mandating reporting, the Subcontractor 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 Yellowstone County or produces a separate report with the information and submits that report to the in a timely manner to Yellowstone County.
- Q. That the Subcontractor, if a Subcontractor 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 Subcontractor, 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 Subcontractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Subcontractor, 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 Subcontractor, 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 Subcontractor, 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 Subcontractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

SUBCONTRACTOR



BY: _____
Lenette Kosovich, Chief Executive Officer
Rimrock (fiscal agent for Substance Abuse Connect)

Date: 3/9/2022

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 s generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

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

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

FEDERAL RESOURCES

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

1. U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa
The federal Department of Health & Human Services / Office Of Civil Rights (OCR) 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.

OMB Approval No. 0348-0040 ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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


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

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

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

- or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction sub agreements).
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SUBCONTRACTOR

BY:  DATE: 3/9/2022

Lenette Kosovich, Chief Executive Officer Rimrock (fiscal agent for Substance Abuse Connect)

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

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 _____
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(See reverse for public burden disclosure)

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks 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) 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.

Attachment G To Subcontract: DISPUTE RESOLUTION PROCESS
[as relates to Master Contract No. 22-331-74115-0]

DISPUTE RESOLUTION PROCESS. Any dispute between the parties must be settled in accordance with these provisions unless the parties agree on a different means of resolution. If a different means of resolution is not agreed to, then the dispute will be settled by litigation in accordance with this Subcontract. Before pursuing litigation, however, the parties must attempt negotiation and mediation. In that regard, the parties have seven (7) days after one party sends written notice (“the Notice”) of a dispute under this Subcontract to reach a negotiated solution. If negotiation fails, the parties will proceed immediately to mediation which shall be done within twenty-one (21) days after the Notice. If the parties cannot agree on a mediator, then each side in the dispute shall choose a legal representative and the two representatives shall agree on a mediator. If the parties cannot resolve their dispute by negotiation or mediation, they will proceed to litigation in accordance with the Subcontract.