

Yellowstone County

Mental Health Mill Levy Contract

Downtown Billings Alliance

Budget Period 1: May 1, 2022 – June 30, 2023

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CONTRACT BASICS: #, Amount, Grantee, Start/End Dates, Report Due Dates

Contract #	MHML_DBA_2022	Amount	\$65,781
Budget Period: Year 1	May 1, 2022 – Jun 30, 2023		
Grantee Name	Downtown Billings B.I.D., Inc.		
Grantee Federal Tax ID	20-5506295		
Grant Terms	<p>Project Period: May 1, 2022 – April 30, 2029 Budget Period: Annual</p> <ul style="list-style-type: none"> Year 1 of this project is May 1, 2022 – Jun 30, 2023 Subsequent budget periods will be July 1 – June 30 <p>The project period has seven annual budget periods. Substance Abuse Connect must submit annual non-competing continuation proposal before Yellowstone County can issue an award to fund the next budget period of the contract. Continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all term and conditions of award.</p>		
Key Dates	<p>Quarterly Reports: due six weeks after close of quarter</p> <p>Sep 15, 2022 for May-July Dec 15, 2022 for Aug-Oct Mar 16, 2023 for Nov-Jan Jun 15, 2023 for Feb-Apr</p> <p>Annual Renewal Proposal for Year 2: due last Friday in February</p>		

CONTRACT

This contract is entered into between Yellowstone County (“County”) and **Downtown Billings B.I.D., Inc.** (“Grantee”), respectively (collectively, the “Parties”). Contact Information for the Parties is as follows:

Party	Grantor: Yellowstone County
Address	316 North 26th Street Room 3101 Billings, MT, 59101
Program Liaison	Donald P. Jones, Chair, Board of County Commissioners (or his successor)
Phone	(406) 444-2878
Email	djones@yellowstonecountymt.gov
Fax	(406) 444-7391
Fiscal Contact	Jennifer Jones, Assistant Finance Director
Phone	(406) 256-2816
Email	jjones@yellowstonecountymt.gov
Fax	(406) 254-7929

Party	Grantee: Downtown Billings B.I.D., Inc.
Address	116 N. 29 th St, Billings, MT 59101
Program Contact Name	Katy Easton
Phone	406-294-5060
Email	keaston@downtownbillings.com

Fax	
Fiscal Contact Name	Katy Easton
Phone	406-294-5060
Email	keaston@downtownbillings.com
Fax	
Executive Director or CEO Name	
If Executive Director is different from program or fiscal contacts:	
ED/CEO Phone	
ED/CEO Email	
ED/CEO Fax	

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for the accomplishment of four goals: 1) Provide behavioral health intervention for the population most likely to disrupt public safety and at high risk for recidivism. 2) Identify habitual users of social/clinical services and a plan to reduce/eliminate the number of their “re-entries” into crisis programs, clinical and/or the criminal justice system; 3) Facilitate effective hand-offs from law enforcement to behavioral health crisis support and from behavioral health crisis support to supportive services; 4) Track these outcomes and provide reports quarterly of identified data to the Board of County Commissioners.
- B. The Grantee will perform the Services in accordance with Attachment A: Scope of Work.
- C. The Grantee will complete quarterly reports as outlined in Attachments C and D; and meet the provisions in Attachment E: Federal and State Law Requirements; Attachment F: Insurance Requirements; and Attachment G: Dispute Resolution Process.

SECTION 2. TERM OF CONTRACT

The term of this Contract is from May 1, 2022 through June 30, 2023, unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties, each a “Renewal Interval.” The Contract may not be renewed for more than a total of 7 years.

SECTION 3. CONSIDERATION AND PAYMENTS

- A. The County will pay the Grantee for the Services as follows:
 - The County will make quarterly payments to the Grantee in consideration of the services the Grantee provides under this Contract as follows: the total amount provided to the Grantee for the purposes of this Contract may not exceed \$65,781 for the Budget Period Year 1: May 1, 2022 – June 30, 2023.
- B. Other Programs as Payers for Services - Nonduplication of Payment
 - The Grantee may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.
- C. Fiscal Procedures and Requirements
 - Payment shall be made pursuant to the specified budget in Attachment B.

- Payment for subsequent quarters will be withheld if reporting for prior quarter is not satisfactory and grantee will pay back any funds that are not used for the scope of work outlined in Attachment A.
- Payments shall be made to the Grantee at the address provided on page 1 of this document.

D. Adjustments to Consideration

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

E. Sources of Funding

- The source of the funding for this Contract are 100% from the County Mental Health Mill levy and funds available will vary depending on tax receipts.

F. Erroneous and Improper Payments

- The Grantee may not retain any monies the County pays in error or which the Grantee, its employees, or its agents improperly receive.
- The Grantee 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 Grantee 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 Contract, including deduction of the payment amount from any future payments to be made to the Grantee .

G. Final Payment

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

SECTION 4. CREATION AND RETENTION OF RECORDS

- A. The Grantee must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Grantee and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Grantee and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Grantee.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Grantee is begun, then the Grantee must continue to retain records until such activity is completed.
- C. The Grantee must provide the County and its authorized agents with reasonable access to records the Grantee maintains for purposes of this Grantee. The Grantee must make the records available at all reasonable times at the Grantee'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 Grantee 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 Grantee 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 Grantee, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Grantee, upon five (5) business days written notices, unless Grantee raises an issue with the findings in which case the dispute will be resolved by the Dispute Resolution Process. The Grantee 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 Grantee'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 Grantee until the expiration of 8 years from the completion date of this Grantee.

C. Corrective Action

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

D. Reimbursement for Sums Owning

- The Grantee 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 Grantee 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 GRANTEEING

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

SECTION 7. INDEMNIFICATION

- A. The Grantee, 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 Grantee's performance of services under this Contract or in any way resulting from the acts or omission of Grantee, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The County must give the Grantee written notice of any allegation of liability and at the Grantee's expense the County shall cooperate in the defense of the matter.

- C. If the Grantee 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 Grantee 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 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 Contract.
- 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 Contract 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 Grantee's obligations hereunder, Grantee 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 Grantee must not have any conflict of interest regarding the performance of the Services under this Contract. The Grantee may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Grantee 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 Grantee must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract.
- B. Civil Rights. The Grantee may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of services or funding on behalf of Yellowstone County.
- C. The Grantee represents and warrants that the Grantee is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- D. The Grantee represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of Yellowstone County. The Grantee may not in any manner represent or maintain the appearance of being employees of Yellowstone County.

- E. The Grantee must comply with all applicable Workers' Compensation requirements.
- F. The Grantee must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Grantee must hold Yellowstone County 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. CONFIDENTIALITY

- A. Personal Information
 - 1. During the term of this Contract, the Grantee, its employees, subcontractors and agents must treat and protect as confidential all material and information the County and State provides to the Grantee or which the Grantee acquires on behalf of the County and State in the performance of this Contract which contains the personal information of any person.
 - 2. In its use and possession of personal information, the Grantee must conform to security standards and procedures meeting or exceeding current best business practices. Upon the County's request, the Grantee will allow the County and/or State to review and approve any specific security standards and procedures of the Grantee.
- B. Notice by Grantee of Unauthorized Disclosures or Uses of Personal Information
 - 1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Grantee, its employees, subcontractors, agents, the Grantee 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 Grantee of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information
 - 1. The Grantee must provide the County and State with written notice within five work days of the Grantee receiving notice of any administrative action or litigation threatened or initiated against the Grantee based on any legal authority related to the protection of personal information.
 - 2. With its notice, the Grantee must provide the County and State with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

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

E. Access/Use of Confidential Information

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

1. for purposes of fulfilling this Contract 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 Contract and attachments, inclusive of Grantee'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 Contract.

SECTION 14. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

- A.** If the Grantee 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 Contract, the Grantee must execute the Business Associate Agreement attached to this Contract as Attachment G.

SECTION 15. PUBLICITY AND DISCLAIMERS

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

SECTION 16. ACCESS TO PREMISES

- A.** The Grantee must provide the County 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 Grantee's premises or other places where contractual performance occurs to inspect, monitor or

otherwise evaluate contractual performance. The Grantee 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 17. 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. This person serves as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 18. FORCE MAJEURE

- A. If the Grantee or the County is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, 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 Grantee's finances shall not be considered a force majeure.

SECTION 19. CONTRACT TERMINATION

- A. The County may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The County terminating without cause must give written notice of termination to the Grantee at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Grantee shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Grantee as a result of the termination. Such payment shall constitute the Grantee'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 Contract if the Grantee engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The County may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 2. the County determines that the Grantee is failing to perform in accordance with the terms of this Contract. In such event, the County shall give Grantee written notice of breach and an opportunity to cure the breach. Grantee will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately,

in whole or in part, by written notice from the County to Grantee, but subject to the Dispute Resolution Process. The option to terminate shall be at the discretion of the County.

- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Grantee must assist the County, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of Grantee responsibilities and the continued delivery of Contract services by the County or its designee, and shall allow the County access to the Grantee's facilities, records and materials upon 72 hours written notice to fulfill these requirements.

SECTION 20. ADDITIONAL REMEDIES

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

A. Withholding Payments

1. If the Grantee fails to perform the services in conformance with the requirements of this Contract, 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 Grantee, without penalty or work stoppage by Grantee, until the Grantee cures performance to the satisfaction of the County. The Grantee is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

1. Amounts owed to the County by the Grantee under this Contract, 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 Grantee pursuant to this Contract.

- C. If, in the County's reasonable judgment, a default by Grantee is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Grantee to cure the default are unavailing, the Grantee 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 Grantee, 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 Grantee 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 Contract: 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 Grantee, require the Grantee to stop any or all parts of the work required by this Contract for the period of days indicated by the County after the stop work order is delivered to Grantee. 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 Grantee 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 Grantee 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
 - 1. If the County, in good faith, has reason to believe that the Grantee does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the County may demand in writing that the Grantee give a written assurance of intent to perform. Failure by Grantee 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 Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.
- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.
- G. Dispute Resolution Process is defined in Attachment H.

SECTION 21. CHOICE OF LAW

- A. This Contract is governed by the laws of the State of Montana.
- B. If there is litigation concerning this Contract, the Grantee must pay its own costs and attorney fees unless it is the prevailing party.

SECTION 22. GENERAL

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

SIGNATURES

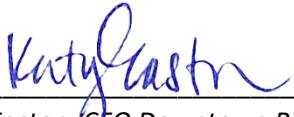
AUTHORITY TO EXECUTE

All terms and conditions specified in the Contract are agreed upon by both Parties.

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

BY: _____ DATE: _____

Donald Jones
Chair Yellowstone County Commissioner

BY:  _____ DATE: 4.20.2022

Katy Easton, CEO Downtown Billings B.I.D., Inc.

ATTACHMENT A: SCOPE OF WORK

Seven Substance Abuse Connect members are included as partners in the SAC Mental Health Mill Levy proposal. Responsibilities of grantees are described below:

Section 1: MEETINGS

Every grantee will:

- 1) Respond to SAC Executive Director meeting requests, as necessary, to establish grant contracts, reporting system, and other one-time opportunities or responsibilities related to the Mental Health Mill Levy grant.
- 2) Designate an employee with decision-making authority to attend monthly grantee meeting: third Tuesday of the month, 3:00 PM via ZOOM.
- 3) Designate an employee with decision-making authority to attend Grantee quarterly continuous quality improvement meetings.

Quarter	CQI Meeting
Q1: May - July 2022	August 30, 2022: 3:00 – 5:00 PM
Q2: August - October 2022	November 22, 2022: 3:00 – 5:00 PM
Q3: November 2022 - January 2023	February 21, 2023: 3:00 – 5:00 PM
Q4: February – April 2023	May 23, 2023: 3:00 – 5:00 PM

Section 2: EVALUATION

Every grantee will:

- 1) Collaborate with External Evaluator to design data collection mechanisms for the data points in the table below.
- 2) Report data to External Evaluator as required.

	MRM	CCC	211/United Way	CoC Coordinated Entry	DBA MAAP	Rimrock
Target # to Serve	2,300	1,400	2,200	2,000	325	450
Data Points						
Process Outcomes						
1. Overall number of clients receiving behavioral health crisis services at partner organizations						
2. Referrals made						
3. Number and type of service received						
4. Demographics (age, gender, race, ethnicity, marital status, children)						
5. Level of care for clients referred for behavioral health						
6. # Law Enforcement drop offs						
7. Client needs that could not be met (#, type)						
8. # Frequent Utilizers and how they flow through the system (# re-entries)						
Results						

1. Time saved for Law Enforcement
2. Number and rate of clients successfully moving from crisis to stabilization
3. Recidivism rates of individuals within the crisis system
4. Cost Savings due to diversion from higher level of crisis

Section 3: QUARTERLY REPORTS

Every grantee will:

- A. Submit quarterly Fiscal and Program Outcome Reports by the second Friday after the close of the quarter

Quarter	May-Jul	Aug-Oct	Nov-Jan	Feb-Apr
Reports Due	Aug 12	Nov 11	Feb 10	May 12

- B. Send reports to Substance Abuse Connect Executive Director, Kristin Lundgren: klundgren@substanceabuseconnect.com
- C. Fiscal Reports: Grantees must use the form provided in Attachment C to report grant expenses.
 - Expenses should match the Budget Categories from Tables 1 and 2 in Attachment B. Deviations must adhere to the “twenty-five percent” guidelines explained in Attachment B.
 - Grantees are required to maintain backup for all grant expenses, and must be able to produce backup upon request or in case of audit.
 - Examples of acceptable backup are delineated below:

CATEGORY	EXAMPLE OF ACCEPTABLE BACKUP
PERSONNEL and FRINGE	Timecards or Paystubs for the billing period
SUPPLIES	Receipt from vendor
CONTRACTUAL	Invoices from subcontractor
OTHER	Receipts, invoices
INDIRECTS	No backup required. Indirect costs should be calculated as percentage of the direct costs you are billing for the month. Use the IDC rate assigned to your budget in Attachment B to calculate the amount of Indirects you can bill for each month.

- D. Program Reports: grantees will use the form provided in Attachment D to report program outcomes.

Section 4: Roles of Each Grantee

The unique role and responsibility of each Grantee is described below. Grantees agree to serve the target population with the services described below.

Grantee 1: Community Crisis Center (CCC)	Crisis Receiving and Stabilization
<p>X Behavioral Health Service Provider</p> <p>X Referral Source to Behavioral Health Services</p> <p>X Referral Source from Behavioral Health Services</p> <p>X Other (Describe) CCC provides additional Post-Crisis Wrap-Around Services, including ongoing treatment and recovery groups, ongoing counseling as needed, and targeted case management services.</p>	

<p>Who will they serve? With what services? CCC will provide crisis stabilization, including mental health and substance use disorder services and case management and referral to 1,569 individuals who are involved with law enforcement and 1,204 individuals who have been seen in an emergency department as a result of their behavioral health crisis. (Note: These numbers are broken out by crisis responder and may include duplicated individuals who are frequent utilizers of crisis systems; the total number of unduplicated individuals served by CCC annually will be 1,412.</p>	
<p>Partner 2: Continuum of Care (CoC), under fiscal sponsor United Way of Yellowstone County</p>	<p>Post Crisis Wrap-Around Crisis Prevention</p>
<p><input type="checkbox"/> Behavioral Health Service Provider <input checked="" type="checkbox"/> Referral Source to Behavioral Health Services <input checked="" type="checkbox"/> Referral Source from Behavioral Health Services <input type="checkbox"/> Other (Describe)</p>	
<p>Who will they serve? With what services? The CoC’s Coordinated Entry program convenes over thirty case managers from different organizations to work together to move individuals out of homelessness. This team uses a common assessment tool to assign a risk score to homeless individuals who enter their organizations for services. The team creates one “by name” list and prioritizes solutions for individuals with the highest risk scores. They will provide 2,000 persons experiencing homelessness or unstable housing, or who are at-risk of homelessness with assessment, diversion resources (includes transportation back home if home is not Yellowstone County), and supportive service referrals to prevent homelessness.</p>	
<p>Partner 3: Downtown Billings Alliance’s Motivated Addiction Alternative Program (MAAP)</p>	<p>Post Crisis Wrap-Around Crisis Prevention</p>
<p>Organization Name: Downtown Billings Alliance’s Motivated Addiction Alternative Program (MAAP)</p>	
<p><input type="checkbox"/> Behavioral Health Service Provider <input checked="" type="checkbox"/> Referral Source to Behavioral Health Services <input checked="" type="checkbox"/> Referral Source from Behavioral Health Services <input type="checkbox"/> Other (Describe)</p>	
<p>Who will they serve? With what services? MAAP will provide intensive street outreach to 25 frequent utilizers downtown with mental illness and/or substance use disorder and a history of quality of life misdemeanor violations (public urination, theft, trespass, open container), and 300 additional transients in the downtown area with mental illness and/or substance use. The goal of outreach is to connect transients to services that address the root causes of their mental illness and/or substance use disorder as well as their basic needs, with the intent of transitioning them off the streets to stability.</p>	
<p>Grantee 4: Montana Rescue Mission (MRM)</p>	<p>Post Crisis Wrap-Around Crisis Prevention</p>

Organization Name: Montana Rescue Mission (MRM)	
<input checked="" type="checkbox"/> Behavioral Health Service Provider <input checked="" type="checkbox"/> Referral Source to Behavioral Health Services <input checked="" type="checkbox"/> Referral Source from Behavioral Health Services <input checked="" type="checkbox"/> Other MRM provides a host of post crisis wrap-around services and crisis prevention services including shelter, case management, job support, financial education	
Who will they serve? With what services? MRM will provide emergency shelter and supportive services, including mental health and substance use disorder recovery support, to 1,245 individuals experiencing homelessness. In the Emergency Shelter, MRM provides shelter to individuals who are not a danger to themselves or others, are ambulatory, but are resistant to or unable to enter MRM’s regular services. MRM seeks to move these individuals from Emergency Shelter into the regular MRM shelter program which requires sobriety. In the regular program, every individual will meet with MRM’s in-house licensed mental health counselor, be connected to a case manager, and work on a plan to move out of homelessness to stability.	
Grantee 5: Rimrock	Crisis Stabilization
<input checked="" type="checkbox"/> Behavioral Health Service Provider <input type="checkbox"/> Referral Source to Behavioral Health Services <input checked="" type="checkbox"/> Referral Source from Behavioral Health Services <input type="checkbox"/> Other (Describe)	
Who will they serve? With what services? Rimrock will provide 72 hour crisis stabilization and detoxification services to 150 adults, ages 18 to 65, who present with substance use disorder or co-occurring mental health disorders or illnesses. In addition, 300 adults, ages 18 to 65, with substance use disorder or co-occurring mental health disorders or illnesses will be transitioned to other treatment support services such as inpatient, residential, outpatient and mental health services. Rimrock will also refer to other agencies to provide ongoing services as necessitated.	
Grantee 6: Substance Abuse Connect (SAC)	Backbone
<input type="checkbox"/> Behavioral Health Service Provider <input type="checkbox"/> Referral Source to Behavioral Health Services <input type="checkbox"/> Referral Source from Behavioral Health Services <input checked="" type="checkbox"/> Other (Describe) CONNECT is the convening and coordinating organization behind the proposed plan and collaborative substance use disorder initiatives in Yellowstone County.	
Who will they serve? With what services? CONNECT will provide backbone services for the Crisis Leader collaborative efforts: 1) Serve as primary liaison for the County for this grant; 2) Convene Grantees for regular meetings to problem solve, avoid duplication, and engage in continuous quality improvement; 3) Hire and oversee external evaluator to design the program evaluation, collect data, analyze data, and produce quarterly reports for partners and for the County; 4) Organize presentations of data to Commissioners and other Substance Abuse Connect members; 5) Represent the grantees and all Substance Abuse Connect	

<p>members on statewide committees working to transform Montana’s behavioral health crisis systems. Ensure statewide plans, funding mechanisms, and resources are leveraged by the Grantees and other Crisis partners, and represent the insights and challenges of local needs to these statewide groups.</p>	
<p>Grantee 7: United Way of Yellowstone County (UWYC)</p>	<p>Crisis Call Line</p>
<p><input type="checkbox"/> Behavioral Health Service Provider</p> <p><input checked="" type="checkbox"/> Referral Source to Behavioral Health Services</p> <p><input type="checkbox"/> Referral Source from Behavioral Health Services</p> <p><input checked="" type="checkbox"/> Other (Describe)</p>	
<p>Who will they serve? With what services? United Way will ensure the 211 resource/referral Data Base is populated and assigned the correct taxonomy and mapping for use by 211 and 988 operators, and individuals searching for help online via the website. Based on 2021 numbers, it is anticipated there will be:</p> <ul style="list-style-type: none"> • 4,000 web searches for help via montana211.org from Yellowstone County: 86% will be for a post-crisis wrap around service or crisis prevention, and 14% of these searches will for mental health, substance use disorder and crisis emergency help. • 2,200 calls to 211 from Yellowstone County: 87% for a post-crisis wrap around service or crisis prevention, and 13% for mental health, substance abuse and suicide crisis. Call are answered by highly trained, accredited operators. The service is available 24/7. <p>600 calls to 988 from Yellowstone County individuals with serious suicidal ideation or other mental health or SUD crisis. These are individuals in need of “Crisis Now” services. Calls are taken by highly trained and accredited staff who provide counseling over the phone and stay with individuals while arranging warm handoffs. Two operators are often involved in calls, while one operator stays always on the line with individuals, a second operator can be arranging a warm handoff to the appropriate Crisis Receiving/Stabilization service. .</p>	

ATTACHMENT B: BUDGET

The summary and detail budget of this grant follow in Table 1 and Table 2.

- Partners must use the categories below for quarterly budget reports.
- Up to twenty-five percent of each grantee's total budget may be shifted between categories without permission *if* the Grantee is staying within the scope of work outlined in Attachment A, and *if* the budget shift helps the Grantee accomplish the Scope of Work in Attachment A.
- Shifts between budget categories that are above twenty-five percent of the Grantee's total budget require prior permission from the County.
- Any change from the Scope of Work outlined in Attachment A requires prior permission from the County.
- Substance Abuse Connect will use an inclusive process to ensure the undesignated funds are used to meet the goals of the Mental Health Mill levy.
- Undesignated funds will be allocated no later than December 1, 2022 (half way through budget period).
- Substance Abuse Connect will notify the County of budget adjustments as they are made.

TABLE 1: SUMMARY

	Budget Categories							TOTAL
	Personnel	Supplies	Equipment	Contract	Travel	Other	Indirects	
Community Crisis Center	319,186	13,314					33,250	365,750
CoC Coordinated Entry (fiscal agent UWYC)				52,500		17,500	7,000	77,000
Downtown Billings Alliance	59,801						5,980	65,781
Montana Rescue Mission	276,501						27,650	304,151
Rimrock	197,953	50,575					24,853	273,380
Substance Abuse Connect (fiscal agent Rimrock)							27,500	27,500
UWYC/ 211	58,333			3,500			6,183	68,017
Undesignated						318,421.47		
Total by Category	911,774	63,889	0	56,000	0	335,921	132,416	1,500,000
Total								1,500,000

TABLE 2: DETAIL BY PARTNER

Community Crisis Center			TOTAL: \$365,750
PERSONNEL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Mental Health Workers	5.5 FTE equals 11,440 hours at \$18.25 per hour for a total of \$208,780.	\$ 208,780	\$ 243,576.67
CCC Supervisor	.2 FTE equals 8 hours per week x \$28.50 per hour for a total of \$228 per week x 52 weeks for a total of \$11,856.	\$ 11,856	\$ 13,832.00
Fringe Benefits	24% of salary, includes FICA, health/dental/life insurance, PTO, and retirement for eligible employees.	\$ 52,952	\$ 61,777.33
	<i>Total Personnel</i>	\$ 273,588	\$ 319,186.00
Narrative explaining budget calculations: Mental Health Workers are the first point of contact for crisis receiving. The 5.5 FTE equals 11,440 hours at \$18.25 per hour for a total of \$208,780.			
SUPPLIES	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Operating Supplies	33.3 % of the total annual CCC supplies costs of \$34,236.	\$ 11,412	\$ 13,314.00
	<i>Total Supplies</i>	\$ 11,412	\$ 13,314.00
Narrative explaining budget calculations: 33% of total supplies costs of \$34,236 annually includes: Medical supplies: Breathalyzer tubes, thermometers, pulse oximeters, AED, blood pressure equipment, Band-aids, basic first aid supplies, gloves, masks, sanitizer. Office supplies: lease of copiers, paper, pens, clipboards, group materials, legal pads, and miscellaneous general supplies. Cleaning/paper products/client hygiene: sanitizing products, floor cleaner, toilet paper, paper towels, body wash, hand soap, disposable plates, cups, plastic silverware, Kleenex, etc. Food: Gatorade, milk, cereal, bread, non-perishable items, assistance to Salvation Army for cooking the CCC meals.			
Total Direct Costs		\$ 285,000	\$ 332,500
INDIRECTS	Calculation/Formula	12 Month Amount	Prorated for 14 Months
	10% of Direct Costs		\$ 33,250.00
Total Award			\$ 365,750

Continuum of Care, Fiscal Agent United Way of Yellowstone County			TOTAL \$77,000
CONTRACTUAL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Coordinated Entry Coordinator	.75 FTE (no Fringe, Contract; actual contract is for \$55,000; \$45,000 paid by Mill and \$10,000 paid by CoC match)	45,000	52,500
	<i>Total Contractual</i>	45,000	52,500
Narrative explaining budget calculations: Coordinator manages referrals for individuals in need of coordinated entry (homeless services) management. CoC Match includes grants from HRDC and the Montana Healthcare Foundation as well as financial contributions from coalition.			

OTHER	Calculation/Formula	12 Month Amount	12 Month Amount
Diversion Fund		15,000	17,500
	<i>Total Other</i>	15,000	17,500
Narrative explaining budget calculations: The Diversion Fund is a reserve of money used to directly prevent homelessness or re-house persons experiencing homelessness. Funds are used for expenses such as rental assistance, deposits, and transportation to stable housing out of town. Funds are used only when they directly lead to maintaining or regaining stable housing and other funding sources are not available. The Diversion Fund prevents people from entering the crisis system and stabilizes them to reduce burden and costs to the system.			
Total Direct Costs		60,000	70,000
INDIRECT	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Indirects	10% of Direct Costs		7,000
	<i>Total Indirect</i>		7,000

Downtown Billings Alliance Motivated Addiction Alternatives Program			TOTAL = \$65,781
PERSONNEL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Resource Outreach Coordinator	1.0 FTE at annual salary of \$42,500	42,500	49,583
Fringe Benefits	20.6% of total salary cost. Includes FICA, health/dental/life insurance, PTO, retirement, downtown parking, and personal cell phone stipend for eligible employees.	8,758	10,217
	<i>Total Personnel</i>	51,258	59,801
Narrative explaining budget calculations: 1.0 FTE at annual salary of \$42,500 for fill-time Resource Outreach Coordinator to serve individuals who are homeless and at risk of behavioral health crisis or recovering from behavioral health crisis.			
Total Direct Costs			59,801
INDIRECT	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Indirects	10% of Direct Costs		5,980
	<i>Total Indirect</i>		5,980

Montana Rescue Mission			TOTAL = \$304,151
PERSONNEL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Intake Specialists (3) and Case Managers (2)	5.0 FTE at \$43,091 for annual salary	215,455	251,364
Fringe Benefits	10% of total salary cost charged to Mill funding. Includes FICA, health/dental/life insurance, PTO.	21,546	25,136

	<i>Total Personnel</i>	237,000	276,501
Narrative explaining budget calculations: Five full-time staff (3 Intake Specialists and 2 Case Managers) to assess referrals, provide intake services for referrals, and provide case management for individuals who are stepping down from crisis care or who are at-risk of a behavioral health crisis to prevent crisis escalation.			
Total Direct Costs			276,501
INDIRECT	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Indirects	10% of Direct Costs		27,650.06
	<i>Total Indirect</i>		27,650.06

Rimrock		TOTAL = \$273,380	
PERSONNEL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Non-reimbursable Crisis Stabilization staff salaries	Includes: 0.1 Psychiatrist: \$13,990 0.3 FTE Nursing: \$16,224 0.2 FTE SUD counselors: \$10,816 0.2 FTE NP/PA: \$65,173 0.4 FTE Nurse Aides: \$13,728 .04 FTE Peer Support Specialist: \$15,808	135,739	158,362
Fringe Benefits	25% of total salary cost. Includes FICA, health/dental/life insurance, PTO, and retirement for eligible employees.	33,935	39,591
	<i>Total Personnel</i>	169,673	197,953
Narrative explaining budget calculations: The Crisis Stabilization beds are staffed 24/7. The professional personnel that staff the unit salaries are at market rate. Reimbursement rates do not cover the actual, market cost of these salaries, which are essential to retaining qualified staff. Mill funds will cover the cost of providing these salaries that are not covered by the reimbursement rates.			
SUPPLIES	Calculation/Formula	12 Month Amount	Prorated for 14 Months
	Includes unreimbursed supplies: Medication: \$22,456 Medical supplies: \$7,122 Linens: \$1,195 Food: \$11,698	43,350	50,575
	<i>Total Supplies</i>	43,350	50,575
Narrative explaining budget calculations: The Crisis Stabilization unit is considered a sub-acute medical setting. The above items are the unreimbursed costs of providing services for those targeted in this proposal.			
Total Direct Costs			248,528
INDIRECT	Calculation/Formula	12 Month Amount	Prorated for 14 Months

Indirects	10% of Direct Costs		24,853
	<i>Total Indirect</i>		24,853

United Way of Yellowstone County **TOTAL = \$68,017**

PERSONNEL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
211 Coordinator	1.0 FTE at \$53,000 (\$40,000 from Mill, \$13,000 from United Way match) to operate 211 resource and referral update process.	40,000	46,666.67
Fringe Benefits	25% of total salary cost. Includes FICA, health/dental/life insurance, PTO, and retirement for eligible employees.	10,000	11,666.67
	<i>Total Personnel</i>	50,000	58,333.33

Narrative explaining budget calculations: Match includes grants and funds from UWYC budget

CONTRACTUAL	Calculation/Formula	12 Month Amount	Prorated for 14 Months
211 Service fee	Annual cost for actual service contract (\$10,000 total; \$3,000 from Mill and \$7,000 from United Way match)	3,000	3,500.00
	<i>Total Contractual</i>	3,000	3,500.00

Narrative explaining budget calculations: Match includes grants and funds from UWYC budget

Total Direct Costs			61,833
INDIRECT	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Indirects	10% of Direct Costs		6,183
	<i>Total Indirect</i>		6,183

Substance Abuse CONNECT **TOTAL = \$27,500**

INDIRECT	Calculation/Formula	12 Month Amount	Prorated for 14 Months
Indirects	2.3% of total direct costs (\$1,181,579)		27,500
	<i>Total Indirect</i>		27,500

Narrative explaining budget calculations: Substance Abuse Connect will take a 2.3% indirect from the total direct project costs to pay for ongoing coordination of service partners and to contract with the external evaluator to develop additional data reporting and analyses for the project.

ATTACHMENT C: QUARTERLY BUDGET REPORT

Contract #		Amount	
Budget Period: Year 1	May 1, 2022 – Jun 30, 2023		
Grantee Name			
Grantee Federal Tax ID			
Quarter	<input type="checkbox"/> May-Jul	<input type="checkbox"/> Aug-Oct	<input type="checkbox"/> Nov-Jan <input type="checkbox"/> Feb-Apr
Name of Person Submitting Report			
Email			
Phone			

Description	Expense
PERSONNEL and FRINGE	
<i>Total Personnel</i>	
SUPPLIES	
<i>Total Supplies</i>	
CONTRACTUAL	
<i>Total Contractual</i>	
OTHER	
<i>Total Other</i>	
INDIRECTS	
Total Quarterly Expenses	
Quarterly Allocation from County	
Balance	

1. Explain unusual deviance from budget expectations to expenses:

Certification of Accuracy

This budget report is accurate and backup can be provided upon request.

ATTACHMENT D: QUARTERLY PROGRAM REPORT

This program report format is subject to change pending consultation with External Evaluator. The outcomes will not change.

Contract #				Amount		
Budget Period: Year 1		May 1, 2022 – Jun 30, 2023				
Grantee Name						
Grantee Federal Tax ID						
Quarter		<input type="checkbox"/> May-Jul	<input type="checkbox"/> Aug-Oct	<input type="checkbox"/> Nov-Jan	<input type="checkbox"/> Feb-Apr	
Name of Person Submitting Report						
Email						
Phone						
Target # to Serve						
MRM	CCC	211/United Way	CoC Coordinated Entry	DBA MAAP	Rimrock	
2,300	1,400	2,200	2,000	325	450	
Process Outcomes					Actual This Quarter	
1. Overall number of clients receiving behavioral health crisis services at partner organizations						
2. Referrals made						
3. Number and type of service received						
4. Demographics (age, gender, race, ethnicity, marital status, children)						
5. Level of care for clients referred for behavioral health						
6. # Law Enforcement drop offs						
7. Client needs that could not be met (#, type)						
8. # Frequent Utilizers and how they flow through the system (# re-entries)						
Results						
5. Time saved for Law Enforcement					These results will be calculated by the External Evaluator as determined in partnership with grantees	
6. Number and rate of clients successfully moving from crisis to stabilization						
7. Recidivism rates of individuals within the crisis system						
8. Cost Savings due to diversion from higher level of crisis						

1. What were your main successes and challenges this quarter?
2. Provide one anecdote that illustrates success with behavioral crisis mitigation or prevention.

ATTACHMENT E: FEDERAL AND STATE LAW REQUIREMENTS**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 Grantee must comply for the purposes of the Subcontract, or that Grantee must comply with each of the authorities listed. The Grantee 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. 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.
11. 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.
12. 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.
13. Patient Protection and Affordable Care Act – P.L. 111-148
14. 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.
15. 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).

B. Compliance with State of Montana Authorities.

Grantee 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 Grantee must comply for the purposes of the Contract, or that Grantee must comply with each of the authorities listed. Grantee 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: INSURANCE REQUIREMENTS**A. Insurance.**

Grantee 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 Grantee, 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 Yellowstone County as certificate holder, and Grantee shall provide copies of additional insured endorsements required by Grantee's commercial general liability and automobile liability policies.

B. Primary Insurance.

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

C. Insurance Requirements.

Specific Requirements for Compliance With Workers' Compensation Act: Grantee 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 Grantee's exemption, or documentation of corporate officer status. Neither Grantee 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: Grantee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$750,000.00 per occurrence and \$1,500,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Grantee's officers, agents, representatives, assigns, or Sub-recipients.

Additional Insured Status: The County, 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 Grantee, including the County's general supervision of the Grantee; products and completed operations; and premises owned, leased, occupied, or used.

D. 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 County prior to the provision of a service or purchase of a product. Grantee must notify the County immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

ATTACHMENT G: DISPUTE RESOLUTION PROCESS**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.