CONTRACT AMENDMENT SIX
CONTRACT FOR
DETENTION CENTER SERVICES
CONTRACT PHH22-0423R-H
DPHHS 23-102-74018-0

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202905 (mailing), Helena, MT, ~~59621~~ 59620, Phone Number (406) 444-3964, Fax Number (406) 444-7391, and Yellowstone County, ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001449, UEI Number FNVKTJD3B7C1, ~~316 North 26th~~ 2825 3rd Ave North, Room ~~3401~~ 311, Billings, MT, 59101, Phone Number ~~(406) 256-2832~~ (406) 256-2783; respectively (collectively, the "Parties").

Effective July 1, 2026 this Contract is amended as follows. Existing language has been struck; amended language underlined.

SECTION 1. SERVICES/SCOPE OF WORK will be amended as follows:

A. through C. and E. will remain unchanged.

D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

Contract, including Amendments One through Five and Six (this instrument)
Attachment A: Scope of Work Amendment Six
Attachment B: Budget Amendment Six
Attachment G: Annual Assurances Amendment Six
Attachment J: Disclosure of Lobbying

Attachments C. through F. and H. through I. will remain unchanged.

SECTION 2. TERM OF CONTRACT will be amended as follows:

The term of this Contract is from July 1, 2022 through June 30, ~~2026~~ 2027 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This is the ~~third~~ fourth renewal, ~~fifth~~ sixth amendment, ~~fourth~~ fifth year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.

SECTION 3. CONSIDERATION AND PAYMENTS will be amended as follows:

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. through C. and E. through H. will remain unchanged.

D. Sources of Funding

The sources of funding for this Contract are ~~$1,038,319.51~~ $1,273,476.14 from the State Special Revenue Healing and Ending Addiction through Recovery and Treatment (HEART) $75,000.00 from Mental Health Block Grant American Rescue Plan Act of 2021 (MHBG ARPA) CFDA#93.958, and $124,719.96 from Substance Use Treatment, Prevention, and Recovery Services Block Grant (SUPTRS) CFDA#93.959, for a total contract value of ~~$1,238,039.47.~~ 1,473,196.10

TERM	AMOUNT	FUNDING
July 1, 2022 through June 30, 2024	$230,559.27	HEART MH
July 1, 2022 through June 30, 2024	$230,559.27	HEART SUD
Oct. 1, 2022 through June 30, 2024	$124,719.96	SUPTRS
July 1, 2022 through June 30, 2024	$ 75,000.00	MHBG ARPA
July 1, 2024 through June 30, 2025	$342,044.34	HEART
July 1, 2025 through June 30, 2026	$ 235,156.63	HEART
July 1, 2026 through June 30, 2027	$235,156.63	HEART
Total	~~$1,238,039.47~~ $1,473,196.10	

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

SECTION 20. LIAISON AND SERVICE OF NOTICES will be amended as follows:

A. Toni Miller Mahoney, or their successor, will be the liaison for the Department. Contact information is as follows:

Toni Miller Mahoney,
DPHHS Behavioral Health and Disabilities Division, Treatment Bureau
PO Box 202905
Helena, MT ~~59602~~ 59620
Phone Number (406) 444-9304
Fax Number (406) 444-~~7193~~ 7391
Toni.millermahoney@mt.gov

~~Jennifer Jones~~ Anna Ullom, Amanda Stonerock and Brandy Sanders, or their successor, will be the liaison for the Contractor. Contact information is as follows:

~~Jennifer Jones~~ Anna Ullom, Amanda Stonerock and Brandy Sanders,
316 North 26th
Billings, MT 59101
Phone Number (406) 256-2783, (406) 855-2793
~~jjones@yellowstonecountymt.gov~~,aullom@yellowstonecountymt.gov,
amanda@stonerockmt.com, and bsanders@altinc.net

The above-referenced liaisons serve as the primary contacts between the parties regarding the performance of this Contract. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

SECTION 28. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT will be amended as follows:

A. Contract

This Contract Amendment Six consists of four (4) numbered pages, any Attachments listed in Section 1, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. Entire Agreement

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

C. Amendment

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

AUTHORITY TO EXECUTE

Except as modified above, all other Terms and Conditions of Contract PHH22-0423R-H (DPHHS 23-102-74018-0) including Amendments One through Five remain in effect.

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

Remainder of Page Intentionally Left Blank

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Dr. Douglas Harrington, Director

BY: _____ Date: _____
Meghan Peel, BHDD Administrator

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____ Date: _____
Attorney

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT SERVICES DIVISION

Approved as to form:

BY: _____ Date: _____
Contract Officer

CONTRACTOR

BY: _____ Date: _____
Authorized Signer

ATTACHMENT A
SCOPE OF WORK AMENDMENT SIX

SERVICES TO BE PROVIDED
Contractor is expected to coordinate planning, implementation, and provision of services with community stakeholders such as: Local government(s) and their representatives, tribal government(s) and their representatives, behavioral health organizations, health care systems, healthcare providers, public health, local advisory councils, human service agencies that support social determinants of health such as housing, employment, and food security, law enforcement officials, judicial systems, and community members. Anything outside of the Scope of Work required the written approval of BHDD prior to being funded through these grant monies. If approved, this will require a contract amendment.

1) For services purchased under this Contract, the Contractor must:
   a) Provide reports in a specified timeframe for agreed upon reporting requirements including:
      i) Intake
      ii) Continuing services
      iii) Discharged – remained in jail
      iv) Discharged to community
      v) Commitment to State Hospital
   b) Actively participate in regularly scheduled virtual check-ins with grant program manager at least quarterly.
   c) Actively participate in technical assistance provided by the ~~State~~ Department in the form of webinars, conference calls, and one-on-one conversations.
   d) Allow and actively participate in site visits and/or any other activities that are requested by the State.
   e) For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities:
2) Service 1 Behavioral Health Therapy
   a) Behavioral health therapy services include individual, family, and group therapy in which diagnosis, assessment, and psychotherapy are provided by appropriately licensed behavioral health professionals licensed in Montana and practicing within the scope of practice under their individual license.
      i) Group therapy services may not have more than 16 clients participating in the group.
      ii) Services must be based on a current comprehensive assessment and included as an intervention in the client's individual treatment plan (ITP).
      iii) Mutual support meetings such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA) are available to individuals in the detention facility from outside members.
3) Service 2 Care Coordination
   a) Care coordination services include, but are not limited to, coordinating Behavioral Health, Social, and medical services and referrals, tracking clinical outcomes, identifying social factors that may impede client treatment, and helping client and family navigate toward community resources that can help address these factors.
      i) Care Coordinator duties include the following:
         (1) coordinating and implementing care plans;
         (2) advocating on the client's behalf;
         (3) facilitating access to needed services;
         (4) guiding clients through community resource options; and
         (5) assisting clients in reducing barriers to community reintegration upon release.
      ii) It is not required that each client receiving Care Coordination receive every service listed above.

iii) Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.
iv) Care Coordination services must be delivered to clients held in the detention center, or within 30 days of release from the detention center.

4) Service 3 Medication for Opioid Use Disorder (MOUD) or Stimulant Use Disorder
   a) Medication for Opioid Use Disorder (MOUD), formerly known as Medication Assisted Therapy (MAT), is the use of FDA-approved medications for opioid use disorder (OUD) and therapy services, to provide an individually tailored "whole patient" approach for the treatment of OUD.
   b) Services are provided by a medical professional Board certified and licensed in Montana to practice medicine. Provider must be waived to prescribe buprenorphine and support utilization of all FDA-approved medications for OUD, as available.
      i) Services must be based on a current comprehensive assessment.
      ii) MOUD Medication Prescription, Management and Monitoring includes the following:
         (1) evaluate the client's previous experience with medications, including opioid agonists and antagonists;
         (2) identify and discuss with the client the benefits and risks of medication interventions;
         (3) in collaboration with the client, develop a treatment plan and choose a medication treatment; and
         (4) prescribe and monitor medication according to evidence-based practice standards.
      iii) Medications must be:
         (1) FDA-approved; and
         (2) based on a current comprehensive assessment and included as an intervention in the client's individual treatment plan (ITP).
      iv) Medication services must be provided in conjunction with therapy services.

5) Other Provisions
   a) Anything outside of the scope requires the written approval of BHDD prior to be being funded through these grant monies. If approved, this will require a contract amendment.
   b) Services may be provided in person or via telehealth.
   c) Grant funding must be the payer of last resort.
   d) Grant funding must be used to provide services to clients that meet the following eligibility criteria:
      i) Clients who self-report; have been diagnosed with behavioral health, mental health, substance misuse, or co-occurring disorder; present with suicidal ideation; and/or request to see Behavioral Health staff or are referred to Behavioral Health staff or Detention staff.

6) DATA and REPORTS
   a) All required data and reports will be agreed upon by contractor and the State upon award based on scope of project proposal. Contractor shall submit a monthly report with invoice to include:
      i) Month reported, date of service, and service provided:
      ii) Number of unduplicated individuals served as indicated by individuals name, date of birth and Medicaid number or social security number:
      iii) For those served, socio demographic data including:
      iv) Race:
      v) Gender:
      vi) Veteran status:
      vii) Primary diagnosis: and
      viii) Employment status:
      ix) Housing status:
      x) Highest schooling completed; and
      xi) School attendance within the last 3 months.

7) For those served, disposition data including:
   a) Intake
   b) Continuing services
   c) Discharged – remained in jail
   d) Discharged – to community
   e) Discharged to State Hospital
8) Contractor agrees to provide quarterly progress report to include updates on the goals and objectives of the strategic plan submitted to the State through the contractor's original RFP application.
9) The State will electronically provide a monthly data reporting template and quarterly progress report template. Quarterly progress reports must be submitted by:
   i) Quarter 1 (July 2022 -September 2022): October 15, 2022
   ii) Quarter 2 (October 2022-December 2022): January 15, 2023
   iii) Quarter 3 (January 2023-March 2023): April 15, 2023
   iv) Quarter 4(April 2023-June 2023): July 15, 2023
   v) Quarter 5 (July 2023-Spetember 2023) October 15, 2023
   vi) Quarter 6 (October 2023 – December 2023): January 15, 2024
   vii) Quarter 7 (January 2024 – June 2024): April 15, 2024
   viii) Quarter 8 (April 2024 – June 2024): July 15, 2024
   ix) Quarter 9 (July 2024- September 2024): October 15, 2024
   x) Quarter 10 (October 2024 – December 2024): January 15, 2025
   xi) Quarter 11(January 2025 – June 2025): April 2025
   xii) Quarter 12 (April 2025 – June 2025): June 15, 2025
   xiii) Quarter 13 (July 2025 – September 2025): October 15, 2025
   xiv) Quarter 14 (October 2025 – December 2025): January 15, 2026
   xv) Quarter 15 (January 2026 – March 2026): April 15, 2026
   xvi) Quarter 16 (April 2026 – June 2026): July 15, 2026
   xvii) Quarter 17 (July 2026 – September 2026): October 15, 2026
   xviii) Quarter 18 (October 2026 – December 2026): January 15, 2027
   xix) Quarter 19 (January 2027 – March 2027): April 15, 2027
   xx) Quarter 20 (April 2026 – June 2027): July 15, 2027

ATTACHMENT B
BUDGET AMENDMENT SIX

BHDD, DPHHS FY27 Budget

CONTRACTOR		CONTRACT # CONTRACT TOTAL
Contract Liaison: Amanda Stonerock amanda@stonerockmt.com, and Brandy Sanders, bsanders@altinc.net	23-102-74018-0	$235,156.63

PROGRAM
HEART Jail-based BH Services Grant

EXPENSE CATEGORY	NARRATIVE	FY27 TOTAL
Behavioral Health Therapy	See Attachment A - Scope of Work	$235,156.63
Care Coordination	See Attachment A - Scope of Work	
Medication for Opioid Use Disorder (MOUD)	See Attachment A - Scope of Work	
Certified Behavioral Health Peer Support	n/a	$ -
Medication Prescription, Management, and Monitoring	n/a	
	SUBTOTAL	**$235,156.63**
	ADMINISTRATIVE FEE RATE	**0.00%**
	ADMINISTRATIVE FEE	**$ -**
	TOTAL	**$235,156.63**

ATTACHMENT G
ANNUAL ASSURANCES AMENDMENT SIX

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

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

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

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

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

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

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

ASSURANCES

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

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

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

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733(the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.

C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.

D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.

E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.

F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.

G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.

H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.

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

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

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

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

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

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

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

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

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

Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.

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

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

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

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

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

V. That the Contractor, if the contract exceeds $100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental

Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds $100,000 these requirements are in that contract.

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

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

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.
There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

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

FEDERAL RESOURCES

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

1. 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.

ASSURANCES NON-CONSTRUCTION OMB 424

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19

statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.