

RESOLUTION NO. 3739

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERGOVERNMENTAL TRANSFER AGREEMENT FOR MEDICAID SUPPLEMENT PAYMENT PURPOSES CONTRACT WITH THE STATE OF MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

WHEREAS, The City of Miles City provides ambulance services to local residents;

AND WHEREAS, the City bills Medicaid for certain services, and is required to follow certain procedures and meet certain criteria to do so;

AND WHEREAS, the Montana Department of Public Health and Human Services has requested that the City of Miles City enter into an Intergovernmental Transfer Agreement to receive Medicaid funding;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The "State of Montana Department of Public Health and Human Services Intergovernmental Transfer Agreement for Medicaid Supplemental Payment Purposes Contract," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 26TH DAY OF AUGUST, 2014.


C.A. Grenz, Mayor

ATTEST:


Lorrie Pearce, City Clerk

STATE OF MONTANA
Department of Public Health and Human Services
Intergovernmental Transfer Agreement
For Medicaid Supplemental Payment Purposes Contract

Ambulance Provider:
Miles City Ambulance
Contract Number 15-11-1-01-004-0

SECTION 1. PARTIES

This Contract is entered into between the Montana Department of Public Health and Human Services, Health Resources Division (hereinafter referred to as the "DEPARTMENT"), whose address is 1400 Broadway, P.O. Box 202951, Helena, MT 59620, and the following ambulance provider (hereinafter referred to as the "CONTRACTOR"):

MILES CITY AMBULANCE
ATTN: GARY
PO BOX 910
MILES CITY MT 59301
Provider Number: 58217

THE PARTIES AGREE AS FOLLOWS:

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Contract is to provide for the voluntary intergovernmental transfer of monies to the DEPARTMENT by the CITY OR COUNTY where the CONTRACTOR is located, a local government entity of the State of Montana. The monies are to be used as matching monies for the receipt of federal Medicaid monies necessary for supplemental payments to ambulance providers that are city or county owned, operated, or publicly funded.

The matching monies provided by the CITY OR COUNTY where the CONTRACTOR is located are to be used by the DEPARTMENT to implement a supplemental payment as defined in Montana's Title XIX State Plan. To be eligible for the supplemental payment, the ambulance provider in Montana must:

1. Be city or county owned, city or county operated, or publicly funded;

2. Transfer city or county funds directly to the DEPARTMENT that are certified by the contributing city or county entity as match for payment for services eligible for federal financial participation in accordance with 42 CFR 433.51;
3. Execute and enter into this written Contract with the DEPARTMENT and agree to abide to the terms of the written Contract.

The DEPARTMENT amended its Title XIX State Plan and amended the state administrative rules effective July 1, 2004 to provide for the Medicaid supplemental payments to eligible ambulance providers. In order to participate, the CONTRACTOR must enter into this Contract and transfer the appropriate amount of monies necessary to match the federal monies to provide for the sum that will fund the supplemental payment.

SECTION 3. TERM OF AGREEMENT

The term of this Contract is effective July 1, 2014 and will extend until July 1, 2021 as long as the ambulance provider is eligible for Medicaid supplemental payments and all parties agree, unless terminated by the DEPARTMENT in accordance with the provisions of the Contract.

SECTION 4. AMBULANCE PROVIDERS THAT ARE THE SUBJECT OF THIS AGREEMENT

The ambulance provider is described in Section 1 and is city or county owned, operated, or publicly funded and is to receive the Medicaid supplemental payment.

SECTION 5. CALCULATION OF AMOUNT OF MONIES NECESSARY FOR MATCH

The CITY OR COUNTY where the CONTRACTOR is located, for the purpose of providing the necessary monies to match the federal monies for the Medicaid supplemental payment, must make an ~~intergovernmental transfer of monies to the State in the amount calculated by the DEPARTMENT.~~ The DEPARTMENT has calculated the intergovernmental transfer to be the difference between the Medicare allowed amount per HCPCS code minus the Medicaid allowed amount per HCPCS code times utilization. The supplemental payment will be the intergovernmental transfer amount times the Federal participation rate.

The intergovernmental transfer by the CITY OR COUNTY where the CONTRACTOR is located to the DEPARTMENT allows for the Medicaid supplemental payment to the contracted ambulance provider by the DEPARTMENT.

The methodology for calculation of the supplemental payment is expressed in and implemented by the approved state plan amendment. The DEPARTMENT will calculate the amount of the Medicaid supplemental payment by using the most recent complete state fiscal year's paid Medicaid claims data and the appropriate Medicare fees.

During the 3rd quarter of each year the DEPARTMENT will send to the CONTRACTOR a letter and a contract spreadsheet. Refer to the contract spreadsheet depicting the amount of the intergovernmental transfer to be issued to the Montana Department of Public Health and Human Services and the supplemental payment amount to be issued to the eligible provider for the specified state fiscal year. Once the check has been received from the CITY OR COUNTY ENTITY where the CONTRACTOR resides, the DEPARTMENT will process the Medicaid supplemental payment and issue a check to the ambulance provider in the amount specified in the specific state fiscal year's contract spreadsheet. Contract spreadsheets become part of this contract. Checks from the ambulance provider must be received by the DEPARTMENT before December 31st and no retroactive supplemental payments will be issued.

SECTION 6. CONDITIONS FOR TRANSFER OF MONIES FOR MATCH

The intergovernmental transfer through a check issued from the CITY or COUNTY treasurer for the amount specified in the spreadsheet(s) and payable to the DEPARTMENT must occur before for the respective Medicaid supplemental payment is made. The intergovernmental transfer must be made to the DEPARTMENT'S accounting entity:

DPHHS Health Resources Division
Fiscal Bureau
1400 Broadway
P.O. Box 202951
Helena, MT 59620

SECTION 7. LIMITATION UPON MONIES TO BE USED AS MATCH

The monies to be transferred to the DEPARTMENT by the CITY OR COUNTY where the CONTRACTOR resides must be derived from a general mill levy or other legally authorized mill levy or other source for which the expenditure of the monies generated by the mill levy or other source are not limited in purpose or are for purposes that encompass the matching of federal Medicaid monies.

No portion of the monies to be transferred to the DEPARTMENT by the CITY OR COUNTY where the CONTRACTOR resides may be derived from a licensing fee, assessment or other mandatory payment defined as a 'health care related tax' under 42 CFR 433.55.

SECTION 8.**LIMITATION UPON USE OF MEDICAID MONIES**

The CITY OR COUNTY where the CONTRACTOR resides may not retain any of the funds designated for the Medicaid supplemental payment. In addition, the Ambulance Provider must receive 100% of the payments made by the DEPARTMENT and no such funds shall be returned to the CITY OR COUNTY by the provider. Furthermore, no funds from payments made under the approved Medicaid State plan may be transferred from the participating Ambulance Provider to the CITY OR COUNTY.

SECTION 9.**TERMINATION**

The DEPARTMENT may terminate this Contract, with or without cause. The DEPARTMENT, with 30-day notice, may terminate this Contract for any of the following reasons:

1. Federal or State laws, regulations or guidelines are changed or interpreted in such a way that the provision of county generated monies as match for federal Medicaid monies or the implementation of the Medicaid supplemental payment for ambulance providers that are city or county owned, operated, wholly or partially funded, including tax district funding, is no longer feasible;
2. The DEPARTMENT fails to receive the necessary appropriated funds to maintain the current Medicaid reimbursement to the eligible ambulance provider;
3. The CITY OR COUNTY fails to transfer the necessary amount of monies in accordance with the terms of this agreement;
4. The CITY OR COUNTY violates any of the terms of Section 8, above;
5. The DEPARTMENT is no longer able to or allowed to dedicate Medicaid funding to the supplemental payment for recipients of Medicaid funded services;
- ~~6. The CITY OR COUNTY owned and operated or partially CITY or COUNTY funded ambulance provider is no longer qualified to receive the Medicaid supplemental payment; and~~
7. The DEPARTMENT is precluded by a court of competent jurisdiction from implementation of this Contract or of the Medicaid supplemental payment.

SECTION 10.

LIAISON

The Transportation Program Officer, whose telephone number is (406) 444-3182 is the liaison for the DEPARTMENT.

The Chief Executive Officer, whose name is C. A. Gung and telephone number is 406-874-8603 is the liaison for the CONTRACTOR.

These persons serve 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' address set out in this Contract.

SECTION 11.

REPAYMENT UPON TERMINATION

Upon termination of this Contract, as provided in Section 8, the DEPARTMENT will repay the CITY OR COUNTY any remaining monies that are not needed for the purpose of further reimbursement for the Medicaid supplemental payment for the eligible ambulance provider for which the monies were intended to be the match for the federal Medicaid monies.

SECTION 12.

PROTECTION OF CONFIDENTIAL INFORMATION AND IMPLEMENTATION OF HIPAA REQUIREMENTS

A. CONFIDENTIAL INFORMATION

All material and information constituting or containing consumer and recipient personal information provided to the CONTRACTOR by the DEPARTMENT or developed or acquired by the CONTRACTOR on behalf of the DEPARTMENT, whether verbal, written, magnetic media, or in other forms, is to be regarded as confidential information.

~~B. APPROPRIATE USE AND PROTECTION OF CONFIDENTIAL INFORMATION~~

The CONTRACTOR, its subcontractors, or its agents may only use or disclose confidential information for the purposes allowed for under this Contract and any governing federal or state legal and policy authorities. The CONTRACTOR, in accordance with applicable legal and policy authorities, must protect, during and after the term of this Contract, all confidential consumer and recipient information possessed by it for purposes of the delivery of services under this Contract.

C. HIPAA COMPLIANCE

1. The CONTRACTOR, if possessing certain types of personal health care information, known as 'protected health information' (PHI), for purposes of delivery of services on behalf of the State, must be in compliance with the privacy requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the regulations implementing HIPAA privacy requirements at 45 CFR Part 160 and Subparts A and E of Part 164 as they may be applicable to the CONTRACTOR and the services provided through this Contract, and any federal or state rules, policies, practices or other measures adopted for purposes of HIPAA implementation.

2. Definitions

'Individually identifiable health information' (IIHI) means, as defined in 45 CFR 164.501, a subset of health information, including demographic information collected from an individual that: 1) is created or received by a health care provider, a health plan, an employer, or a health care clearinghouse; 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual and 3) identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

'Protected health information' (PHI) means, as defined in 45 CFR 164.501, individually identifiable health information with the exception of psychiatry notes and of health information appearing in certain education related records.

3. The CONTRACTOR must implement, as directed by the DEPARTMENT, any policies, practices, forms, reports or other measures necessary to assure compliance by the CONTRACTOR in its delivery of services for the State with the provisions of HIPAA that govern the confidentiality of PHI.

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4. ~~The DEPARTMENT'S Certification Form, signed by the CONTRACTOR and incorporated as an attachment to this Contract provides for the CONTRACTOR'S certification of its determination as to whether it is legally subject to the HIPAA privacy requirements and, if subject to the HIPAA, certification of its determination that it is fully in compliance with HIPAA.~~

D. NOTICE TO THE DEPARTMENT

The CONTRACTOR must notify the DEPARTMENT in writing within 5 work days in the event that: 1) a complaint is lodged with the Office of Civil Rights (OCR) of the federal Department of Health and Human Services alleging that the CONTRACTOR is not in compliance with the privacy protections of HIPAA; 2) the Office of Civil Rights (OCR) of the Department of Health and Human Services determines that the CONTRACTOR is not in compliance with the privacy protections of HIPAA; or 3) an administrative action or litigation is initiated against the CONTRACTOR based on any legal authority pertaining to the protection of confidential information. The CONTRACTOR must provide the DEPARTMENT with copies of the administrative notices, complaints, and determinations, or of the legal complaints and judicial orders.

E. TERMINATION OF CONTRACT FOR FAILURE TO COMPLY

Failure of the CONTRACTOR to be in compliance with this provision, the DEPARTMENT'S policies protecting confidential information, or federal and state legal authorities, inclusive of HIPAA, governing the protection of confidential information is cause for termination of this Contract by the DEPARTMENT.

SECTION 13.

INDEMNIFICATION

- A. The CONTRACTOR must indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the CONTRACTOR, from any matters arising from the performance of this contract, or from the CONTRACTOR'S failure to comply with any federal, state, and local laws, regulations, and ordinances applicable to the services or work to be provided under this contract.
 - B. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the CONTRACTOR, its employees, agents, subcontractors, or assignees and any other person, firm, or corporation performing work, services, or providing materials under this contract.
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SECTION 14.

AGREEMENT IN ITS ENTIRETY

This Contract consists of this document and there are no other Contract documents unless specifically referenced and incorporated in the Contract. There are no understandings, agreements or representations, oral or written not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract is binding upon either party unless stated in writing and signed by both parties.

SECTION 15.**THIRD PARTY BENEFICIARIES**

The DEPARTMENT and the CONTRACTOR are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, or is intended to give or is to be construed to give or provide any benefit or right whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

CITY OR COUNTY:

C.A. Gung MAYOR
Name / Position

8/26
Date

AMBULANCE PROVIDER:

C.A. Gung
Chief Executive Officer

8/26/14
Date

DEPARTMENT:

Duane Preshinger
Duane Preshinger, Administrator
Health Resources Division
1400 Broadway, P.O. Box 202951
Helena, MT 59620-2951
(406) 444-4458

9/5/14
Date

Attachment A

Business Associates Agreement

ATTACHMENT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") between the Montana Department of Public Health and Human Services ("Covered Entity") and Miles City Ambulance is entered into in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 USCA §1320d-d8, and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Regulations"); and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and its attendant regulations and guidance (the "HITECH Act").

Purpose of the Agreement

Business Associate provides certain services on behalf of Covered Entity that require the Covered Entity to disclose certain identifiable health information to Business Associate. The parties desire to enter into this Agreement to permit Business Associate to have access to such information and comply with the business associate requirements of HIPAA, the HIPAA Regulations, and the HITECH Act, as each may be amended from time to time in accordance with the terms and conditions set forth in this Agreement.

1. Definitions

- A) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the HIPAA Regulations and the HITECH Act. For convenience of reference, the definitions of certain terms are as follows:
- 1) "Minimum Necessary" means the PHI limited to the limited data set as defined in 45 C.F.R. § 164.514(e)(2), to the extent practicable; or if needed, to the minimum necessary to accomplish the intended purpose of the use, disclosure or request of PHI; provided, the definition of "minimum necessary" shall be controlled by guidance issued by the Secretary (as defined herein) upon the effective date of such guidance.
 - 2) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

2. Obligations and Activities of Business Associate

- A) Business Associate agrees to not use or disclose protected health information ("PHI") other than as permitted or required by the Agreement or as required by law.
- B) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
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- C) Business Associate acknowledges that, effective February 17, 2010, 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 will apply to Business Associate in the same manner that such sections apply to covered entities and are incorporated into this Agreement by reference. The additional requirements of the HITECH Act that relate to security and that apply to covered entities also will apply to Business Associate and are incorporated into this Agreement by reference. Business Associate agrees to implement the technical safeguards provided in guidance issued annually by the Secretary for carrying out the obligations under the Code of Federal Regulation sections cited above (in this Section 2(C)(1)) and the security standards in Subpart C of Part 164 of Title 45 of the Code of Federal Regulations.
- D) Business Associate agrees to:

- 1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronically stored or transmitted Protected Health Information ("ePHI") as required by Subpart C of Part 164 of Title 45 of the Code of Federal Regulations;
 - 2) ensure that any agent, including a subcontractor, to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI; and,
 - 3) report to Covered Entity any security incident of which Business Associate becomes aware that threatens the confidentiality, integrity, and availability of ePHI.
- E) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- F) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
- G) Business Associate agrees to provide access, within five days of Covered Entity's request, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524 and Section 13405(e) of the HITECH Act.
- H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- I) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526, within five days of the request of Covered Entity or an Individual.
- J) Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Secretary, within five days of the request or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations and HITECH Act.
- K) Business Associate agrees to document such disclosures of PHI and collect information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act.
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- 1) **[If Covered Entity has EHR as of 1/1/09]** Effective for disclosures made on or after January 1, 2014, and notwithstanding 45 C.F.R. § 164.528(a)(1)(i), Business Associate agrees to document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 C.F.R. § 164.506 in the three years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act.

[If Covered Entity does not have EHR as of 1/1/09] Effective for disclosures made upon the latter of January 1, 2011 or the date that Covered Entity acquires an electronic health record, and notwithstanding 45 C.F.R. § 164.528(a)(1)(i), Business Associate agrees to document disclosures of PHI through an electronic health record to carry out treatment, payment or health

care operations as provided by 45 C.F.R. § 164.506 made in the three years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act.

- .L) Business Associate agrees to provide to Covered Entity or an Individual within twenty days of Covered Entity's request, information collected in accordance with Paragraph (K) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act.
- M) Business Associate agrees to comply with Section 13402 of the HITECH Act and the regulations implementing such provisions, currently Subpart D of Part 164 of Title 45 of the Code of Federal Regulations, as such regulations may be in effect from time to time. Pursuant to such requirements, Business Associate agrees to implement response programs that specify actions to be taken when Business Associate detects or becomes aware of unauthorized access to information systems.
- 1) Business Associate agrees to notify Covered Entity, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer systems which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "Incident") in accordance to 45 C.F.R. §164.410 as promptly as possible, upon having reason to suspect that an Incident may have occurred, and typically prior to beginning the process of verifying that an Incident has occurred or determining the scope of any such Incident, but in no event later than two (2) calendar days upon having reason to suspect that an Incident may have occurred.
 - 2) In the event of any such Incident, Business Associate shall further provide to Covered Entity, in writing, such details concerning the Incident as Covered Entity may request, and shall cooperate with Covered Entity, its regulators and law enforcement to assist in regaining possession of such unsecured PHI and prevent its further unauthorized use, and take any necessary remedial actions as may be required by Covered Entity to prevent other or further Incidents.
 - 3) If Covered Entity determines that it may need to notify any Individual(s) as a result of such Incident that is attributable to Business Associate's breach of its obligations under this Agreement, Business Associate shall bear all reasonable direct and indirect costs associated with such determination including, without limitation, the costs associated with providing notification to the affected Individuals, providing fraud monitoring or other services to affected Individuals and any forensic analysis required to determine the scope of the Incident.
 - 4) In addition, Business Associate agrees to update the notice provided to Covered Entity under Section (2)(M)(1) of this Agreement of such Incident to include, to the extent possible and as soon as possible working in cooperation with Covered Entity, the identification of each Individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Incident and any of the following information Covered Entity is required to include in its notice to the Individual pursuant to 45 C.F.R. §164.404(c):
 - a. A brief description of what happened, including the date of the Incident and the date of discovery of the Incident, if known;
 - b. A description of the types of unsecured PHI that were involved in the Incident (e.g. Social Security number, full name, date of birth, address, diagnosis);
 - c. Any steps the Individual should take to protect themselves from potential harm resulting from the Incident;

- d. A brief description of what is being done to investigate the Incident, mitigate the harm and protect against future Incidents; and
- e. Contact procedures for Individuals to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address (provided, Subsection v is only applicable if Covered Entity specifically requests Business Associate to establish contact procedures).

5) Such additional information must be submitted to Covered Entity immediately at the time the information becomes available to Business Associate.

N) Effective February 17, 2010, Business Associate may use and disclose PHI that is created or received by Business Associate from or on behalf of Covered Entity if such use or disclosure, respectively, complies with each applicable requirement of 45 C.F.R. § 164.504(e) and the HITECH Act. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities also will apply to Business Associate and are incorporated into this Agreement by reference.

O) Effective February 17, 2010, and notwithstanding 45 C.F.R. § 164.522(a)(1)(ii), Business Associate must comply with an Individual's request under 45 C.F.R. § 164.522(a)(1)(i)(A) that Business Associate restrict the disclosure of PHI of the Individual if:

- 1) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and
- 2) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

P) To the extent otherwise permitted by this Agreement, any written fundraising communication occurring on or after February 17, 2010 that is a health care operation shall, in a clear and conspicuous manner and consistent with guidance to be provided by the Secretary, provide an opportunity for the recipient of the communications to elect not to receive any further such communication. An election not to receive any further such communication shall be treated as a revocation of authorization under section 45 C.F.R. § 164.508.

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in Section 2 of that certain Medicaid Management Information System Contract ("Contract") between the parties, provided that such use or disclosure would not violate HIPAA, the HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

- A) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the

purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

- C) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).
- D) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- E) Upon the effective date of Section 13405(d) of the HITECH Act, and to the extent otherwise permitted by this Agreement, Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by Business Associate from or on behalf of Covered Entity unless:
 - 1) pursuant to an authorization by the Individual in accordance with 45 C.F.R. §164.508 that includes a specification for whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual; provided, or
 - 2) as provided in Section 13405(d)(2) of the HITECH Act and regulations to be issued by the Secretary, upon the effective date of such regulations.

However, in no instance may Business Associate receive remuneration pursuant to this Section 4(E) without Covered Entity's written authorization.

- F) Effective February 17, 2010, Business Associate may use and disclose PHI that is created or received by Business Associate from or on behalf of Covered Entity only if such use or disclosure, respectively, complies with each applicable requirement of 45 C.F.R. § 164.504(e) and the HITECH Act. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities also will apply to Business Associate and are incorporated into this Agreement by reference.
- G) To the extent otherwise permitted by this Agreement, a communication occurring on or after February 17, 2010 by Business Associate that is described in the definition of Marketing in 45 C.F.R. §164.501(1)(i), (ii) or (iii) for which Covered Entity receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:
 - 1) Such communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or
 - 2) The communication is made by Business Associate on behalf of the Covered Entity and the communication is otherwise consistent with this Agreement.

Provided, no communication pursuant to this Section 4(G) may be made by Business Associate without prior written authorization by Covered Entity.

5. Obligations of Covered Entity

- A) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. A copy of Covered Entity's Notice of Privacy Practices is attached to this Agreement and incorporated herein.

- B) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity implemented in accordance with 45 C.F.R. § 164.522 and Section 13405 of the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, the HIPAA Regulations or HITECH Act if done by Covered Entity.

7. Term and Termination

- A) Term. The Term of this Agreement shall be effective as of the date of full execution indicated below and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B) Termination for Cause.
 - 1) Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Notify Business Associate of such breach in reasonable detail, and provide an opportunity for Business Associate to cure the breach or violation; or if cure is not possible, Covered Entity may immediately terminate this Agreement; or,
 - b. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - 2) Effective February 17, 2010 and upon Business Associate's knowledge of a material breach by Covered Entity, Business Associate shall either:
 - a. Notify Covered Entity of such breach in reasonable detail, and provide an opportunity for Covered Entity to cure the breach or violation; or if cure is not possible, Business Associate may immediately terminate this Agreement; or
 - b. If neither termination nor cure is feasible, Business Associate shall report the violation to the Secretary.
 - 3) Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 12(B) of this Agreement, or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA Regulations and/or the HITECH Act.
- C) Effect of Termination.
 - 1) Except as provided in paragraph (2) of this subsection (C), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity,

or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Miscellaneous

- A) Regulatory References. A reference in this Agreement to HIPAA, the HIPAA Regulations or the HITECH Act, means the section or provisions as in effect or as amended.
- B) Amendment. The Parties agree to take such action as is necessary to implement the standards, requirements, and regulations of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable laws relating to the security or confidentiality of Health Information. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to the Agreement consistent with the standards, requirements and regulations of HIPAA, the HIPAA Regulations, the HITECH Act or other applicable laws.
- C) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.
- D) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations and HITECH Act.
- E) Notice. Any notice or requests provided under this Agreement shall be sent to:

Covered Entity:

Department of Public Health and Human Services
Health Resources Division
Attn: Contract Specialist
1400 Broadway/P.O. Box 202951
Helena, Montana, 59620-2951
FAX: 406-444-1864

Business Associate:

City of miles City
PO Box 910
miles City, mt 59301
FAX: 406-234-2903

- F) Relationship of the Parties. The Parties hereto acknowledge that Business Associate shall be and have the status of independent Contractor in the performance of its obligations under the terms of this Agreement as to Covered Entity. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between Covered Entity and Business Associate.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement to be effective on the last date written below.

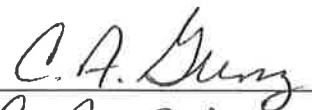
MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By:  Date 9/5/14
Duane Preshinger, Administrator

DPHHS Health Resource Division
1400 Broadway PO BOX 202951
Helena, MT 59620

406-444-4458

MILES CITY AMBULANCE

By:  Date 8/26
C.A. GRENZ MAYOR as _____
Name Title

MILES CITY AMBULANCE
PO BOX 910
MILES CITY MT 59301

Phone number: _____

81-6001292
Federal I.D. Number

Attachment B

Department Certification Form

CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS

The Contractor, City of Miles City, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion 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 is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
 - C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
 - D. That the Contractor is in compliance with all of the privacy, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
 - E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
 - F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serves youth under the age of 18. This is not applicable to sites funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.
 - G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.
-
- H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
 - I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
 - J. 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.
 - K. 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.

- L. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor=s circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

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, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department=s contract liaison. The completed forms are maintained by the Department in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department=s standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

NAME OF CONTRACTOR: _____

By:

Date

C. A. GRENZ

as

MAYOR

Typed/Printed Name

Title

PO Box 910

Address

Miles City, mt 59301

City, State Zip

406-874-8603

Phone Number

81-6001292

Federal I.D. Number

Attachment C

Standard Form LLL (Disclosure of Lobbying Activities)

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11 Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		
		Signature: <u>C.A. Grenz</u> Print Name: <u>C.A. GRENZ</u> Title: <u>MAYOR</u> Telephone No.: <u>874-8603</u> Date: <u>8/26</u>
		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

Attachment D

Sources of Information for HIPAA (Health Insurance Portability and Accountability Act)

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)

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA. 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.

There can be difficulty in interpreting the applicability of HIPAA to an entity. It is advisable to retain knowledgeable consultants or attorneys to advise concerning determinations of applicability.

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 requirements. These are public sites.

1. U.S. Department Of Health & Human Services / Centers For Medicare & Medicaid Services

www.cms.gov/hipaa

The federal Department of Health & Human Services/Centers For Medicare & Medicaid Services (CMS) provides information pertaining to transactions, security and privacy requirements under HIPAA, including the adopted regulations and various official interpretative materials. CMS is responsible for the implementation nationally of the transactions and security aspects of HIPAA.

2. 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 requirements under HIPAA, including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy aspects of HIPAA and serves as both the official interpreter for and enforcer of the privacy requirements.

3. U.S. Department of Health & Human Services/Centers For Disease Control & Prevention

www.cdc.gov/privacyrule

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.

OTHER NATIONAL PUBLIC RESOURCES:

WEDI/SNIP

www.wedi.org/snip

The Workgroup For Electronic Data Interchange is a collaborative national effort, inclusive of the federal entities, that has undertaken a broad effort at the implementation of HIPAA, in particular the electronic transactions and security aspects, known as the Strategic National Implementation Process. There are several regional and state based WEDI/SNIP efforts. There is not one, however, that covers Montana.

STATE RESOURCES:

1. Montana Collaborative Website

www.hipaamontana.com

This site is a collaborative website of several entities, including the Department of Public Health & Human Services, that provides information to the public on HIPAA as it relates to entities in Montana. The Department's policies and forms, pertaining to implementation of HIPAA, appear at this site. This site also provides an analysis as to the interplay of HIPAA with Montana laws on confidentiality.

2. Department Website For Medicaid Providers
-

www.mtmedicaid.org

This site provides information for providers of services funded with medicaid monies. HIPAA requirements in relation to medicaid state plan services are described at this site.

PROVIDER ASSOCIATIONS:

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

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 have proven to be inappropriate for certain types of entities and circumstances and some may lack the necessary knowledge concerning the applicability and implementation of HIPAA.

Attachment E

Assurances – Non-Construction Programs

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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


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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 6. Will comply with all Federal statutes relating to
 7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all
- nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part

with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction 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 approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Mayor</i>
APPLICANT ORGANIZATION <i>City of Miles City</i>	DATE SUBMITTED <i>8/26/14</i>



Department of Public Health and Human Services

Health Resources Division ♦ P. O. Box 202951 ♦ Helena, MT 59620-2951 ♦ Voice: 406-444-4455 ♦ Fax: 406-444-1861

3751

Steve Bullock, Governor

Richard H. Opper, Director

September 5, 2014

Miles City Ambulance
Attn: C.A. Grenz
17 S 8th Street
Miles City MT 59301

Re: Contract 15-11-1-01-004-0

Dear C.A. Grenz:

Enclosed please find a copy of the original executed contract for your records.

If you have any questions you may contact me at (406) 444-9745 or cchristofferson@mt.gov at any time.

Sincerely,

Charity Christofferson
Grant Contract Specialist

Enclosure